CITY OF IRWINDALE

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

H. MANUEL ORTIZ
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

MARK A. BRECEDA
COUNCILMEMBER

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

FEBRUARY 8, 2023

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

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access
Pursuant to Irwindale Resolution No. Resolution No. 2023-05-3383

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

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

In-Person at the City Council Chambers

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

Webinar ID: 871 0459 2389



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

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

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING– 5:30 P.M.

A. CALL TO ORDER

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

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

SPONTANEOUS COMMUNICATIONS

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

C. CONSENT CALENDAR

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the Period Beginning February 8, 2023 through February 28, 2023
   Department: Administration / City Clerk

   Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2023-10-3388, Resolution No. SA 2023-11-3389, and Resolution No. HA 2023-02-133** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR PERIOD BEGINNING FEBRUARY 8, 2023 THROUGH FEBRUARY 28, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

D. RECESS TO CLOSED SESSION

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

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

   B) Name of Case: Mariela Isabel Avila vs. City of Irwindale
   Case Number: 23STCV0093

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

D. AB 2449 DISCLOSURES
Remote participation by a member of the legislative body for just cause or emergency circumstances

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

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. COUNCILMEMBER COMMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

Introduction of Police Services Specialist – Lisa Amaya

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

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 to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.
In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

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

1. CONSENT CALENDAR

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

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special Joint Meeting held January 11, 2023
2. Regular Meeting held January 11, 2023
3. Special Meeting held January 12, 2023

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

C. Acceptance of Citywide Residential Curb Address Painting Project

Department: Public Services

Recommendation: (1) Accept the Citywide Residential Curb Address Painting Project; (2) approve the final project amount of $2,828; and (3) authorize the City Clerk to record the Notice of Completion.

D. Approval of Memorandums of Understanding with all Employee Groups

Recommendation: (1) Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA) July 1, 2021 – June 30, 2024; and (2) Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Management Employees Association (IMEA) July 1, 2021 – June 30, 2024; and (3) Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association (IPOA) July 1, 2020 – June 30, 2024.

E. Rejection of Claim – Herman David Bravo, a minor against City of Irwindale
Department: Administration

Recommendation: (1) Reject the claim of Herman David Bravo, a minor against the City of Irwindale; and (2) Direct staff to send a letter of rejection.

F. Rejection of Claim – Mariela Avila against City of Irwindale
Department: Administration

Recommendation: (1) Reject the claim of Mariela Avila against the City of Irwindale; and (2) Direct staff to send a letter of rejection.

G. Rejection of Claim – Robert Avila against City of Irwindale
Department: Administration

Recommendation: (1) Reject the claim of Robert Avila against the City of Irwindale; and (2) Direct staff to send a letter of rejection.

H. Proposed Internal Office Clean-Up Day

Department: Administration

Recommendation: Approve the annual closure of some City facilities on the second Monday of October (Indigenous Peoples' Day) for an internal clean-up day, and authorize the City Manager to implement said closure.

I. Declaration of Surplus Equipment
Department: Administration / IT

Recommendation: **Adopt Resolution No. 2023-14-3392** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DECLARING CERTAIN PROPERTY SURPLUS, FINDING THAT THE PROPERTY HAS NOMINAL OR NO RE-SALE VALUE AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF IRWINDALE MUNICIPAL CODE SECTION 3.44.150, AND AUTHORIZING THE CITY MANAGER TO PROVIDE FOR THE IMMEDIATE DISPOSITION OF SAID PROPERTY".

2. NEW BUSINESS

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

A. Annual Comprehensive Financial Report (Joint with Successor Agency and Housing Authority)

Department: Finance

Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2023.

B. Adopt Resolution No. 2023-12-3390 Appointing a Resident Representative to the Irwindale Community Foundation for a Term Expiring June 30, 2024

Department: Administration

Recommendation: **Adopt Resolution No. 2023-12-3390** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A RESIDENT REPRESENTATIVE MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR A TERM EXPIRING JUNE 30, 2024."

C. Veterans Monument Ad Hoc Committee Update
Department: Administration

Recommendation: (1) Receive an update from the Veterans Monument Ad Hoc Committee; and (2) Discuss and provide direction regarding display of flags at the Veterans Monument.

D. Consideration of Resolution Appointing Interim Director of Engineering / Building Official for a Limited Duration of Time Under Government Code Sections 7522.56(c) and 21221(h)
Department: Human Resources

Recommendation: **Adopt Resolution No. 2023-13-3391** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPOINTMENT OF AN INTERIM DIRECTOR OF ENGINEERING/BUILDING OFFICIAL FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)."

E. Regulation of Unmanned Aircraft Systems (UAS)/Drones
Department: City Attorney

Recommendation: Discuss and provide direction regarding regulation of Unmanned Aircraft Systems (UAS)/Drones.

F. Adoption of the 2023 Legislative Platform
Department: Administration

Recommendation: Approve the 2023-2024 Legislative Platform.

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

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special Joint meeting held January 11, 2023
2. Regular meeting held January 11, 2023

B. Warrants

Department: Finance

None for Approval

2. NEW BUSINESS

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

A. Annual Comprehensive Financial Report (Joint with Successor Agency and Housing Authority)

Department: Finance

Recommendation: Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2023.

3. PUBLIC HEARINGS

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

4. ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special Joint Meeting held January 11, 2023
2. Regular Meeting held January 11, 2023

2. NEW BUSINESS

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

A. Annual Comprehensive Financial Report (Joint with City Council and Successor Agency)
Department: Finance

Recommendation: Recommendation: Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2023.

PUBLIC HEARINGS

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

3. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on February 8, 2023, be posted at the City Hall, Library, and Post Office on February 3, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

ASP Item C-1

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

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

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

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the Period Beginning February 8, 2023 through February 28, 2023

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2023-10-3388, Resolution No. SA 2023-11-3389, and Resolution No. HA 2023-02-133** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE PERIOD BEGINNING FEBRUARY 8, 2023 THROUGH FEBRUARY 28, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

Since September 29, 2021, the City Council, jointly with the Successor Agency, Housing Authority and Reclamation Authority have adopted resolutions declaring an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing. The City Council, Successor Agency, and Housing Authority (collectively, "City") have reviewed and adopted joint resolutions every month, ratifying the existence of a local emergency and authorizing remote hybrid meetings for all legislative bodies.

The State of California has implemented a phased rollback of the executive orders that were implemented due to COVID-19. Various remaining orders that were previously set to expire on June 30, 2022, were extended on June 17, 2022 for the duration of the state of emergency. The State's declared emergency will end on February 28, 2023. As a result, the findings exist for the City to continue to conduct the public meetings under the AB 361 exemption, should this be the City's desire.

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

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

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

b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

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

Fiscal Impact:
Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the period beginning February 8, 2023 through February 28, 2023 is estimated to be approximately $900.

Attachment:
1. Joint Resolution No. 2023-10-3388, Resolution No. SA 2023-11-3389, and Resolution No. HA 2023-02-133

RESOLUTION NO. 2023-10-3388
RESOLUTION NO. SA 2023-11-3389
RESOLUTION NO. HA 2023-02-133

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE PERIOD BEGINNING FEBRUARY 8, 2023 THROUGH FEBRUARY 28, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

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

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

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

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

participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

WHEREAS, on March 21, 2020, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

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

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

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

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

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

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

WHEREAS, on **October 27, 2021** (joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105), **November 10, 2021** (joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106), **December 8, 2021** (joint Resolution No. 2021-109-3321, SA Resolution No. 2021-110-

3322, HA Resolution No. HA 2021-09-108 and RA Resolution No. 2021-03-028), **January 12, 2022** (joint Resolution No. 2022-02-3251, Resolution No. SA 2022-03-3252 and Resolution No. HA 2022-01-111), **February 9, 2022** (joint Resolution No. 2022-11-3261, SA Resolution No. 2022-12-3262 and HA Resolution No. 2022-02-112), **March 9, 2022** (joint Resolution No. 2022-20-3270, Resolution No. SA 2022-21-3271, Resolution No. HA 2022-04-114 and Resolution No. RA 2022-01-028), **April 13, 2022** (joint Resolution No. 2022-30-3280, Resolution No. SA 2022-31-3281 and Resolution No. HA 2022-06-116), **May 11, 2022** (joint Resolution No. 2022-45-3295, Resolution No. SA 2022-46-3296 and Resolution No. HA 2022-10-120), **June 8, 2022** (joint Resolution No. 2022-57-3307, Resolution No. SA 2022-58-3308, Resolution No. HA 2022-13-123, and Resolution No. RA 2022-06-033); **July 13, 2022** (Resolution No. 2022-68-3318, Resolution No. SA 2022-69-3319 and Resolution No. HA 2022-14-124), **July 27, 2022** (Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326 and Resolution No. HA 2022-15-125), August 24, 2022 (Resolution No. 2022-80-3331, Resolution No. SA 2022-81-3332 and Resolution No. HA 2022-16-126), **September 14, 2022** (Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128, and Resolution No. RA 2022-07-034), **October 12, 2022** (Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348 and Resolution No. HA 2022-19-129), **November 9, 2022** (Resolution No. 2022-105-3355, Resolution No. SA 2022-106-3356, and Resolution No. HA 2022-20-130); **December 14, 2022** (Resolution No. 2022-112-3362, Resolution No. SA 2022-113-3363, Resolution No. HA 2022-21-131 and Resolution No. RA 2022-08-035); **January 11, 2023** (Resolution No. 2023-05-3383, Resolution No. SA 2023-06-3384 and Resolution No. HA 2023-02-132) respectively, the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board reviewed and declared an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for a thirty day period.

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

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

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

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

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

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

b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;

c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-

person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;

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

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

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

a. The legislative body has reconsidered the state of emergency circumstances; and

b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on February 8, 2023 and shall be effective until the earlier of (i) February 28, 2023, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 8th day of February 2023.

_____
H. Manuel Ortiz, Mayor/Chair

01005.0001/855603.1

ATTEST:

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

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing joint Resolution No. 2023-10-3388, Resolution No. SA 2023-11-3389, and Resolution No. HA 2023-02-133 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 8th day of February 2023, by the following vote:

AYES: Councilmembers/Agency Members:

NOES: Councilmembers/Agency Members:

ABSTAIN: Councilmembers/Agency Members:

ABSENT: Councilmembers/Agency Members:

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

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Assembly Bill No. 361

CHAPTER 165

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

This bill would make legislative findings to that effect.

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

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

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

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

O

CC, SA, HA
Item 1A1

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

JANUARY 11, 2023
WEDNESDAY
5:35 P.M.

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

ROLL CALL:

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

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

SPONTANEOUS COMMUNICATIONS

There were no speakers.

RECESS TO CLOSED SESSION

At 5:37 p.m., the City Council met in Closed Session to discuss the following:

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

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

ACTION: Discussed; update provided, no action taken (Councilmember Breceda exited the Closed Session room and did not participate due to a conflict of interest).

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

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

ACTION: Item removed from the agenda and not discussed

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Discussed; no action taken

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Robert Avila
Agency claimed against: City of Irwindale

ACTION: Discussed, update provided; no action taken

RECONVENE IN OPEN SESSION

At 6:35 p.m., the City Council reconvened in Open Session with all members present.

CONSENT CALENDAR

MOTION

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

ITEM NO. F1
A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS FOR THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JANUARY 11, 2023 THROUGH FEBRUARY 12, 2023

A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JANUARY 11, 2023 THROUGH FEBRUARY 12, 2023

RESOLUTIONS ADOPTED

Resolution Nos. 2023-05-3383, SA 2023-06-3384, and **HA 2023-01-132** entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING JANUARY 11, 2023, THROUGH FEBRUARY 12, 2023, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

ITEM NO. F2
AGREEMENT WITH COUNTY OF LOS ANGELES - 2020 STATE HOMELAND SECURITY SUB-RECIPIENT GRANT YEAR 2020

AGREEMENT WITH THE COUNTY OF LOS ANGELES ENTITLED 2020 STATE HOMELAND SECURITY PROGRAM SUB-RECIPIENT AGREEMENT AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH AT&T TO PROVIDE CYBERSECURITY SERVICES USING 2020 STATE HOMELAND SECURITY PROGRAM FUNDS

RESOLUTION NO. 2023-02-3380 ADOPTED

Resolution No. 2023-02-3380, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, APPROVING THE STATE HOMELAND SECURITY SUB-RECIPIENT GRANT YEAR 2020 AGREEMENT BETWEEN THE CITY OF IRWINDALE AND COUNTY OF LOS ANGELES, DISPENSING WITH FORMAL BIDDING REQUIREMENTS AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AT&T TO CONDUCT A CYBERSECURITY ASSESSMENT, AND APPROVING AN AMENDMENT TO THE REVENUE BUDGET AND APPROPRIATING $67,518 INTO THE FEDERAL GRANT FUND," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. G1
DISCUSSION OF RECOGNITION LUNCHEON FOR OUTGOING COMMISSIONERS

DISCUSSION OF RECOGNITION LUNCHEON FOR OUTGOING COMMISSIONERS (REQUESTED BY MAYOR PRO TEM AMBRIZ)

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz stated that outgoing Commissioners should be recognized with a luncheon in appreciation of the time they dedicated to their meetings.

FRED BARBOSA

Fred Barbosa stated his opinion that the Planning Commission and City Council have let the community down by approving a project that would cause air pollution.

COUNCILMEMBER BRECEDA

Councilmember Breceda suggested contacting the outgoing commissioners to gauge their interest in a luncheon, to which Mayor Pro Tem Ambriz stated that the City Council could make the decision to have the luncheon, and that commissioners would not be required to attend if they are not interested.

CITY ATTORNEY GUERRA

City Attorney Guerra requested Council input as to the dollar limit for the event so that staff can prepare a resolution for a budgetary appropriation for Council consideration.

MAYOR PRO TEM AMBRIZ — Mayor Pro Tem Ambriz stated that the Council would rely on staff to determine the budgetary amount needed.

CITY ATTORNEY GUERRA — City Attorney Guerra stated that staff could prepare options for presentation to the Council.

COUNCIL CONSENSUS — Council consensus was reached to have staff prepare a staff report with options for an event to recognize outgoing commissioners.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 6:40 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 1A2

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

JANUARY 11, 2023
WEDNESDAY
6:40 P.M.

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA None.

COUNCILMEMBER TRAVEL REPORT None.

COUNCILMEMBER COMMENTS

COUNCILMEMBER BURROLA — Councilmember Burrola reflected on the city's accomplishments in 2022 and wished everyone a happy new year.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

INTRODUCTION OF KAREN RUIZ, OFFICE SPECIALIST, COMMUNITY DEVELOPMENT DEPARTMENT

INTRODUCTION OF KAREN RUIZ, OFFICE SPECIALIST, COMMUNITY DEVELOPMENT DEPARTMENT

The introduction was made.

PROMOTION OF IRWINDALE POLICE SGT. DIEGO CORNEJO

PROMOTION OF IRWINDALE POLICE SGT. DIEGO CORNEJO

The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ADMINISTRATION OF OATHS OF OFFICE TO COMMISSIONERS

ADMINISTRATION OF OATHS OF OFFICE TO COMMISSIONERS

The administration of oaths of office were conducted with Commissioners Carmen Roman, Maricela Frymark, Suzanne Gomez, and Christina Fraijo; Commissioner Michelle Duran was not in attendance.

RECOGNITION OF OUTGOING COMMISSIONERS

RECOGNITION OF OUTGOING COMMISSIONERS

Outgoing Senior Citizen Commissioner Virginia DiaZ, who was in attendance, was recognized. Mayor Ortiz read the certificates for outgoing Parks & Recreation Commissioner Marguerite S. Sapien and Planning Commissioner Robert Hartman.

SPONTANEOUS COMMUNICATIONS

PAT GONZALES

Pat Gonzales noted water pooling near the speed bump in front of the Dan Diaz Recreation Center and stated that the existing drain pipe is not large enough to drain all the water from the recent storms.

DENA ZEPEDA

Dena Zepeda congratulated the newly reappointed commissioners and thanked outgoing commissioners for their service. She also addressed allegations of misconduct occurring at the Police Department and questioned how employees can engage in such acts during work hours, and recommended that the accused individuals be disciplined.

FRED BARBOSA

Fred Barbosa complained about receiving meeting agendas late, and questioned the actions that the City has taken thus far with regard to the Five Points lawsuit. He stated that the residents do not want any type of development that would impact their lives, and threatened to recall the Councilmembers.

CARMEN ROMAN

Carmen Roman concurred with Mr. Barbosa and stated that residents oppose big buildings and pollution. She also stated that the residents want 10 acres reserved for housing. She also concurred with Mrs. Zepeda's comments regarding the Police Department.

DENA ZEPEDA

Dena Zepeda stated that the City needs a new law firm to represent its interests.

FRED BARBOSA

Fred Barbosa stated his belief that Five Points is suing the City since the City changed their property's zoning.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Special meeting held December 7, 2022

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
AWARD OF CONTRACT FOR DEVELOPMENT OF A FEASIBILITY STUDY FOR THE ARROW HWY BEAUTIFICATION PROJECT; P-1040

AWARD OF CONTRACT FOR DEVELOPMENT OF A FEASIBILITY STUDY FOR THE ARROW HIGHWAY BEAUTIFICATION PROJECT; P-1040

1) The City Manager was authorized to enter into an agreement with Craftwater Engineering, Inc., in the amount of $106,314 to develop a feasibility study for the Arrow Highway Beautification Project, and 2) a 20% project contingency in the amount of $21,263 was approved to cover any unforeseeable changes that may arise during design.

ITEM NO. 1D
AMENDMENT NO. 1 TO CONTRACT SERVICES AGMT. WITH COORY ENGINEERING

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH COORY ENGINEERING FOR PROFESSIONAL DESIGN SERVICES FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF A VITRIFIED CLAY PIPE SEWER LINE EXTENSION ON ARROW HIGHWAY; P-1035

Amendment No. 1 to Contract Services Agreement with Coory Engineering was approved and the City Manager was authorized to execute Amendment No. 1 to Contract Services Agreement with Coory Engineering for Professional Design Services for the preparation of Plans, Specifications, and Estimate (PS&E) of a Vitrified Clay Pipe (VCP) Sewer Line Extension on Arrow Highway (P-1035) to increase the contract amount from $50,800 to $78,000, an increase of $27,200.

ITEM NO. 1E
DECLARATION OF SURPLUS EQUIPMENT

DECLARATION OF SURPLUS EQUIPMENT

RESOLUTION NO. 2023-03-3381 ADOPTED

Resolution No. 2023-03-3381, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING CERTAIN VEHICLES AS SURPLUS, AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, AND CREDITING AND APPROPRIATING PROCEEDS," was adopted.

ITEM NO. 1F
AMENDED AND RESTATED CALTRANS LANDSCAPE

AMENDED AND RESTATED CALTRANS LANDSCAPE MAINTENANCE AGREEMENT

The Mayor and City Manager were authorized to execute an

LANDSCAPE MAINTENANCE AGREEMENT	The Mayor and City Manager were authorized to execute an Amended and Restated Landscape Maintenance Agreement between the City of Irwindale and the California Department of Transportation (Caltrans).

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A VERBAL UPDATE ON CALLE DE PASEO RED CURB	VERBAL UPDATE ON CALLE DE PASEO RED CURB
DIRECTOR HANNA	Director Hanna presented the report. He advised that the study that was presented to the Council on November 17, 2022 consisted of an line of sight analysis for drivers and a speed survey for the street. The study suggested locations along Calle de Paseo to be removed and for red curbs to be installed. Another study would determine whether the crosswalk would be removed, along with a few of the red curbs. He noted that the speed hump was requested due to the new school bus stop. He also addressed the comment made during Spontaneous Communications regarding the curb level, and advised that it remained low due to accessibility issues; there was no accessible path between south and north to head toward the Recreation Center. The speed bump was designed to be at the level of the curb so that individuals with limited mobility can cross safely. He indicated that the existing pipe that transfers water has limits, but noted that they will install a second pipe. Another study will be done to see if the crosswalk could be eliminated, though it may not be initiated until next week.
MAYOR PRO TEM AMBRIZ	Responding to a question by Mayor Pro Tem Ambriz, Director Hanna advised that he has not submitted a request to the Public Works Services Department to repaint the curbs.
CITY MANAGER MIRANDA	City Manager Miranda added that the curbs along Calle de Paseo appear exactly as they did prior to the first red curb installation.
FRED BARBOSA	Fred Barbosa stated that "red curbs are the only handicap parking" some have, to which Director Hanna advised that staff will check with the consultant to determine if blue curbs could be installed.
ITEM NO. 2B VERBAL UPDATE ON MORADA WALL UPDATE	VERBAL UPDATE ON MORADA WALL UPDATE (Joint with Housing Authority
DIRECTOR HANNA	Director Hanna advised that Assistant to the City Manager Espino has arranged for him and City Manager Miranda to meet with residents to

discuss the location of the walls as well as the structure plans before proceeding with the construction of the walls.

PUBLIC HEARINGS

ITEM NO. 3A
PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2023-2024

PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION FOR FISCAL YEAR 2023-2024

FINANCE ANALYST CARLOS

Finance Analyst Carlos presented the staff report.

OPEN PUBLIC HEARING

At 7:30 p.m., Mayor Ortiz opened the public hearing.

FRED BARBOSA

Responding to a question by Fred Barbosa, Finance Manager Duran advised that the Community Development Block Grant is federal money that the City would receive to perform specific projects. She noted that the city may accumulate up to three years' worth of the funding.

PATSY GONZALES

Patsy Gonzales noted her experience working with CDBG funding during her employment at another city, and concurred that the funding should be used to purchase meals for seniors, if it falls within CDBG guidelines.

CLOSE PUBLIC HEARING

There being no additional speakers, Mayor Ortiz closed the public hearing at 7:32 p.m.

RESOLUTION NO. 2023-01-3379 ADOPTED

Resolution No. 2023-01-3379, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PROPOSED USE OF THE CITY'S FISCAL YEAR 2023-2024 LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION," was adopted on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 3B
PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 764

PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 764, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 AND 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH

IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ."

DIRECTOR HANNA — Director Hanna presented the staff report.

OPEN PUBLIC HEARING — At 7:35 p.m., Mayor Ortiz opened the public hearing.

CLOSE PUBLIC HEARING — There being no speakers, Mayor Ortiz closed the public hearing at 7:36 p.m.

ORDINANCE NO. 764 ADOPTED ON SECOND READING — **Ordinance No. 764**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 AND 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ," was passed, approved, and adopted, reading by title only and waiving further reading thereof, on the motion of Councilmember Burrola, seconded by Councilmember Breceda, and unanimously approved.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA — City Manager Miranda reported the following:

1) The Finance Department has achieved the Government Finance Officers Association award for the 12th consecutive year for its annual Comprehensive Financial Report for FY ending June 30, 2021.
2) A visioning workshop for the new Library has been scheduled for January 19.

3) Over 40 children participated in the Cookies and Milk with Santa event. He thanked all volunteers and donors.
4) He briefly reviewed upcoming events and activities of the Senior Center and Recreation Departments.

AGENDA ITEMS REQUESTED BY COUNCILMEMBERS

ITEM NO. 5A
REQUEST BY COUNCILMEMBER BURROLA REGARDING THE INSTALLATION OF A DIGITAL BILLBOARD IN FRONT OF CITY HALL

REQUEST BY COUNCILMEMBER BURROLA REGARDING THE INSTALLATION OF A DIGITAL BILLBOARD IN FRONT OF CITY HALL

COUNCILMEMBER BURROLA — Councilmember Burrola stated that he was approached by several residents who have inquired about installing a digital billboard in front of City Hall, and said that the current digital sign is the type mostly commonly used to inform motorists about traffic or road conditions. He then requested that a report be prepared detailing the condition of the existing fountain at the front of City Hall, and whether it could be removed to install a digital billboard.

FRED BARBOSA — Fred Barbosa said that the fountain has not worked for many years and putting an electrical sign near it would not be a good idea.

COUNCILMEMBER BRECEDA — Councilmember Breceda agreed with Councilmember Burrola. He stated that the cities of Baldwin Park and West Covina have digital signs that may work for Irwindale. He also wondered whether a water feature could be installed at the site of the existing fountain.

MAYOR ORTIZ — Mayor Ortiz concurred that a permanent digital sign should be installed, to which City Manager Miranda stated that staff would look into the available options and present ideas in a future report.

PAT GONZALES — Pat Gonzales agreed that a digital sign would be nice and agreed with the ideas presented by the Council.

MAYOR ORTIZ — Mayor Ortiz reminded that he has previously requested the installation of speed limit signs with radar on Irwindale Avenue, similar to the one installed at Cypress and Azusa Canyon Road, as well as illuminated crosswalks and a bump on the street at Rivergrade Road near Live Oak Avenue, and reiterated his request that staff look into the requests.

Mayor Ortiz asked whether Michelle Duran would be able to continue serving on the Irwindale Community Foundation now that she has been appointed to the Parks & Recreation Commission, to which City

Manager Miranda advised that she would not continue serving on the Foundation, and added that staff is preparing to accept applications for the Foundation.

ASSISTANT CITY MANAGER OLIVARES

Assistant City Manager Olivares added that a flyer would be mailed to residents notifying them of the vacancy on the Foundation's Board and will encourage residents to apply. The applications received will be forwarded to the Council for consideration.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:51 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A3

JANUARY 12, 2023
THURSDAY
5:45 P.M.

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Marilyn Simpson, Community Services Director; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

FRED BARBOSA

Fred Barbosa stated that residents have questions regarding a potential settlement agreement between the city and Five Points, and asked that there be dialogue on this matter.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Garcia, seconded by Councilmember Burrola, to approve the Consent Calendar with the exception of Item No. C1, which was removed for separate consideration. The motion was unanimously approved,

ITEM NO. C2
ADOPTING RESOLUTIONS RATIFYING THE PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (SEVERE WINTER STORMS) BY THE MAYOR IN HIS CAPACITY AS DIRECTOR OF EMERGENCY SERVICES AND APPROPRIATING FUNDS

ADOPTING RESOLUTIONS RATIFYING THE PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY (SEVERE WINTER STORMS) BY THE MAYOR IN HIS CAPACITY AS DIRECTOR OF EMERGENCY SERVICES AND APPROPRIATING FUNDS

RESOLUTION NO. 2023-09-3387
ADOPTED

Resolution No. 2023-09-3387, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING THE APPROPRIATING OF FUNDS NECESSARY TO RESPOND TO THE SEVERE WINTER STORMS EMERGENCY WITHIN THE CITY OF

IRWINDALE PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44.090," was adopted.

ITEM NO. C3
AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH ITERIS INC.

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH ITERIS INC. FOR ON-CALL AS-NEEDED TRAFFIC ENGINEERING SERVICES

CITY MANAGER MIRANDA

City Manager Miranda noted corrections to the City Manager's recommendation shown in the staff report.

RESOLUTION NO. 2023-08-3386 ADOPTED

Resolution No. 2023-08-3386, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF $32,000 FROM THE GENERAL FUND RESERVES FOR ON-CALL AS-NEEDED TRAFFIC ENGINEERING SERVICES BETWEEN THE CITY OF IRWINDALE AND ITERIS, INC.," was adopted.

END OF CONSENT CALENDAR

ITEM NO. C1
APPROVAL OF SETTLEMENT AGREEMENT BETWEEN FIVE POINTS, LP AND CITY OF IRWINDALE

APPROVAL OF SETTLEMENT AGREEMENT BETWEEN FIVE POINTS, LP AND CITY OF IRWINDALE REGARDING SETTLEMENT OF THE LAWSUIT FIVE POINTS, LP VS. CITY OF IRWINDALE, LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 22STCV01394

COUNCILMEMBER BRECEDA

Councilmember Breceda declared a potential conflict of interest with this item and exited the Council Chambers at 5:51 p.m.

CITY ATTORNEY GUERRA

City Attorney Guerra presented the staff report.

COUNCILMEMBER BURROLA

In reply to several questions by Councilmember Burrola, City Attorney Guerra indicated that the community meeting that the Council is interested in holding would need to take place before the City Council meeting, though that does not necessarily mean that it must be done before the Planning Commission meeting, though it is possible to do so.

In response to a comment by Councilmember Burrola, City Attorney Guerra indicated that, when Five Points initiated its litigation against the City, they stated in their complaint that they are seeking $20 million in damages for the alleged breach of contract and all causes of action. However, by way of the proposed settlement agreement, the City would avoid potentially paying the $20 million in damages.

COUNCILMEMBER GARCIA

Councilmember Garcia asked whether the 10 acres reserved for housing is compromised, to which City Attorney Guerra confirmed that it is not. The settlement agreement only involves property owned by Five Points, and none of the city-owned properties.

MAYOR PRO TEM AMBRIZ

As requested by Mayor Pro Tem Ambriz, City Attorney Guerra noted related lawsuit milestones: as part of the settlement discussions, a demurrer was originally scheduled for December but was continued by the court to January 11. As the parties worked toward a settlement, the parties agreed to continue that date to give both parties time to finalize a draft settlement agreement for consideration. The trial date had been scheduled for June or July, but the city requested that it be pushed to December. He added that, should the City Council deny the project, the case would revert to the demurrer at the end of March or maybe a bit later if more time is necessary.

MAYOR ORTIZ

Mayor Ortiz asked if there is sufficient time for informational documentation to be prepared for the community meeting, to which City Attorney Guerra stated that this is likely the reason that the developer thought about holding the community meeting after the Planning Commission meeting but before the City Council meeting, in order to have all the information needed from the environmental consultant. He added that, if the information is ready in time, staff could work with Five Points to potentially holding the community meeting before the Planning Commission meeting.

COUNCILMEMBER BURROLA

Councilmember Burrola expressed his preference in holding the community meeting before the Planning Commission meeting, which City Attorney Guerra indicated that the request would be shared with Five Points.

MAYOR ORTIZ

Mayor Ortiz advised against rushing the project, and stated that the community meeting could be held after the Planning Commission meeting if needed, as long as the entire process is properly documented.

FRED BARBOSA

Responding to several questions by Fred Barbosa, City Manager Miranda explained the project has been downsized from the original proposal and discussed the steps the developer is taking to mitigate air pollution. Mr. Barbosa stated his opinion that this project, along with other projects, all contribute to heavy pollution. He also threatened to recall the Councilmembers and alleged that the city has entered into an agreement illegally with Five Points.

CARMEN ROMAN

Carmen Roman stated that the residents have not been properly informed regarding the project, made general allegations of impropriety, spoke against pollution, and suggested that Five Points be made to set up a fund to guarantee medical and cancer medical care for residents. She also asked what else the residents would receive under this project.

DENA ZEPEDA

Dena Zepeda agreed with Carmen Roman and Fred Barbosa in opposing pollution. She also made allegations of impropriety against Councilmember Breceda and City Attorney Galante.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz stated his feeling that the proposed timeline is too aggressive and suggested slowing the process down to lessen the likelihood of making mistakes and to ensure that all questions are answered.

MAYOR ORTIZ

Mayor Ortiz shared the preoccupations regarding the environment, and noted that this was the reason that the project was downsized. He further elaborated on the steps that have been taken to help mitigate environmental impacts and stated that the Council will do the best it can to stop the lawsuit.

FRED BARBOSA

Fred Barbosa stated his belief that the city is facing a lawsuit due to a zoning change.

COUNCILMEMBER BURROLA

Councilmember Burrola expressed his desire for residents to fully understand the process since its inception, and stated that he understood the residents' concerns over pollution.

COUNCILMEMBER GARCIA

Councilmember Garcia concurred with comments made regarding environmental concerns, though he noted that the City has made substantial progress at the subject site. He stated that the City is in the fortunate position of being able to develop the site and retain 10 acres for housing and indicated that the developer has expressed his willingness to develop a facility and remediate environmental impacts as much as possible. He noted that the City Council unanimously approved the project in 2015 and spoke in support of moving the project forward.

PAULA FRAIJO

Paula Fraijo stated that, although she understands the need for developments to keep a community thriving, businesses tend to prey on low-income minority communities and develop projects that harm its residents. She further stated that remediation efforts do not eliminate health risks posed by large developments and indicated her belief that Irwindale residents already suffer from a high rate of illnesses.

MAYOR ORTIZ

Responding to a question by Mayor Ortiz, City Attorney Guerra advised that, should the Council deny the project again, the existing litigation brought forth by Five Points against the City would continue. There would be a trial later in 2023. The City would have an existing demurrer to challenge the basis of the lawsuit, scheduled for sometime in the spring or summer. The litigation is currently being held at bay during this review process. If the settlement agreement is approved, the lawsuit would go away; if it is not, the lawsuit continues. If the city loses the lawsuit, the city would pay damages as determined by the court, though Five Points is seeking $20 million in damages.

Further, the agreement approved in 2015 would not be dissolved and the property would not revert to the city. Five Points would keep the property and will get another opportunity to develop it. If the city wins the lawsuit, the city would not have to pay damages to Five Points, though they would retain the right to develop a project.

COUNCILMEMBER BURROLA

In reply to a question by Councilmember Burrola, City Attorney Guerra advised that the site is zoned M2, which according to current zoning standards, would permit the development of a light industrial building. City Attorney Guerra further indicated that, should Five Points win the lawsuit, they would retain the right to develop a commercial light industrial building. If the city wins the lawsuit, Five Points would retain the right to develop a commercial light industrial building. He further noted that the item before the Planning Commission and the City Council is a site plan design review; it is not a review of the use as light industrial since that is already permitted per the city's zoning code.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz agreed that the Council unanimously approved the project in 2015. However, he stated that the Council based its decision on the limited information that the City Attorney at the time had provided. He stated that, if he knew then what he knows now, he would have voted against the project. He reiterated his desire to slow the process down and spoke against approving the proposed settlement agreement.

MAYOR ORTIZ

Mayor Ortiz noted that this matter has been discussed in Closed Session many times, where the Council has seemingly desired to approve the agreement. He indicated that if the settlement agreement is not approved at this time, the Council would need to meet again in Closed Session to discuss further, likely with the same results.

DENA ZEPEDA

Dena Zepeda made various allegations of conflicts of interest and corruption and suggested that the Council seek a second legal opinion on the matter.

MOTION

A motion was made by Mayor Ortiz, seconded by Mayor Pro Tem Ambriz, to table this matter until further notice, and meet in Closed Session at a future date to discuss further. The motion was unanimously approved; Councilmember Breceda absent.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:33 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CC Item 1B

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
January 2023

Payroll Batch	407-01-23, 408-01-23, 409-01-23		
DATE OF ISSUE	DEPARTMENT		AMOUNT
1/12/23			
	11 City Council		1,731.15
	13 City Administrative Office		71,755.42
	14 Finance Department		36,779.68
	35 Police Department		268,323.56
	40 Recreation Department		38,003.54
	41 Aquatics Department		4,497.66
	42 Senior Citizens' Center		18,166.93
	44 Library		6,957.28
	51 Planning & Community Development		44,296.70
	52 Public Works - Engineering		39,578.31
	57 Public Works - Services		73,390.09
		Gross Payroll	603,480.32
		Required Deductions	(145,678.48)
		Voluntary Deductions	(62,107.39)
		Net Payroll	395,694.45

Payroll Batch	421-01-23, 422-01-23, 423-01-23, 425-01-23		
DATE OF ISSUE	DEPARTMENT		AMOUNT
1/26/23			
	11 City Council		6,790.82
	13 City Administrative Office		65,260.93
	14 Finance Department		41,344.26
	35 Police Department		246,143.14
	40 Recreation Department		23,342.57
	41 Aquatics Department		4,436.73
	42 Senior Citizens' Center		14,678.58
	44 Library		15,176.43
	51 Planning & Community Development		48,564.81
	52 Public Works - Engineering		51,445.60
	57 Public Works - Services		73,697.17
		Gross Payroll	590,881.04
		Required Deductions	(160,619.34)
		Voluntary Deductions	(18,356.84)
		Net Payroll	411,904.86

Payroll Batch	426-01-23		
DATE OF ISSUE	DEPARTMENT		AMOUNT
1/31/23			
	52 Public Works - Engineering		76,019.26
		Gross Payroll	76,019.26
		Required Deductions	(32,148.23)
		Voluntary Deductions	(7,601.93)
		Net Payroll	36,269.10

Electronic Payments

January 2023

January 1 - 31, 2023

Number	Vendor Name	Date	Amount
5451498	CJPIA Excess Pool		3,150.87
5451043	CJPIA Excess Pool		1,981.01
5451047	CJPIA Excess Pool		3,645.62
		Report Total:	8,777.50

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 2/2/2023 6:51 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78895	ALLIAN	Alliant Insurance Services, Inc.	01/19/2023	2,289.00
78896	AMBRIZ05	Albert Ambriz	01/19/2023	120.63
78897	AT&T02	AT & T	01/19/2023	32.60
78898	AT&T06	AT & T	01/19/2023	63.99
78899	CINGULAR	AT & T Mobility	01/19/2023	1,753.90
78900	NEST01	Blue Triton Brands, Inc.	01/19/2023	1,160.45
78901	CHARTE01	Charter Communications	01/19/2023	280.95
78902	CITYOF23	City Of West Covina	01/19/2023	7,500.00
78903	CONCE01	Concentra	01/19/2023	304.00
78904	CYPH01	Cypherworx, Inc	01/19/2023	1,800.00
78905	EMERGE04	Emergency Response	01/19/2023	375.00
78906	FRAIJO06	Christina Fraijo	01/19/2023	300.00
78907	FRONT01	Frontier Communications	01/19/2023	843.14
78908	HICKMA01	Jason Hickman	01/19/2023	120.63
78909	LANCES	Lance, Soll & Lunghard LLP	01/19/2023	517.00
78910	LAWE01	Law Enforcement Medical Services, Inc.	01/19/2023	150.00
78911	LEGAL03	Legal Shield	01/19/2023	37.90
78912	RAMIRE01	Rosemary Martinez	01/19/2023	260.31
78913	MCIWOR	MCI Comm Service	01/19/2023	37.69
78914	ORTIZH	H. Manuel Ortiz	01/19/2023	120.63
78915	PUSEYS	Sandra Pusey	01/19/2023	300.00
78916	REGIST01	Registrar-Recorder/County Clerk	01/19/2023	977.80
78917	SCPMA-HR	SCPMA-HR	01/19/2023	50.00
78918	SOUTHE24	Southern California Edison	01/19/2023	614.07
78919	STATEO01	State Of California	01/19/2023	64.00
78920	TEXAS01	Texas Life Insurance Co.	01/19/2023	4,818.43
78921	verizonw	Verizon Wireless	01/19/2023	2,483.77
78922	AMERIC34	American Fidelity Assurance Co	01/26/2023	4,473.16
78923	ANDER02	Nanette Anderson	01/26/2023	75.00
78924	AT&T06	AT & T	01/26/2023	1,679.53
78925	CHARTE01	Charter Communications	01/26/2023	99.99
78926	COSTCO01	Costco Membership	01/26/2023	120.00
78927	PMIDEN	Delta Dental Insurance Company	01/26/2023	852.37
78928	PMIDEN01	Delta Dental of California	01/26/2023	11,821.55
78929	FRAER01	Laura Fraer Snyder	01/26/2023	1,500.00
78930	FRONT01	Frontier Communications	01/26/2023	208.94
78931	HANNA01	Arsanious Hanna	01/26/2023	193.80
78932	JIMEN01	Rodolfo Jimenez	01/26/2023	75.00
78933	LIEBERT	Liebert Cassidy Whitmore	01/26/2023	4,632.50
78934	Mora10	Kimberly Morales	01/26/2023	300.00
78935	OPTUM01	OptumRx, Inc.	01/26/2023	27,494.74
78936	PUBL01	Public Safety Consulting, Inc.	01/26/2023	1,820.26
78937	RAMI12	Angelina Ramirez	01/26/2023	320.00
78938	RODR02	Jorge Rodriguez	01/26/2023	72.06
78939	ROJAS01	Jesus Rojas	01/26/2023	300.00
78940	SCFUELS	SC Fuels	01/26/2023	16,927.28
78941	SCHE01	Patricia Schery	01/26/2023	7.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78942	SMART&	Smart & Final	01/26/2023	922.75
78943	STANDA01	Standard Insurance Co. RV	01/26/2023	475.45
78944	TAPI01	Regina Tapia	01/26/2023	100.00
78945	TORR12	Elisa Torres	01/26/2023	25.00
78946	TPX 01	TPX Communications	01/26/2023	2,547.82
78947	verizonw	Verizon Wireless	01/26/2023	790.76
78948	VISION01	Vision Service Plan - (CA)	01/26/2023	1,538.67
78949	VISION01	Vision Service Plan - (CA)	01/26/2023	4,481.54
78950	VO01	Kim Thi Ahn Vo	01/26/2023	12.99
78951	CALIFO56	California State Disbursement Unit	01/26/2023	604.15
78952	CALIFO57	California State Disbursement Unit	01/26/2023	143.07
78953	CITY01	City of Hope	01/26/2023	54.00
78954	ICEA	Irwindale City Employee Assoc.	01/26/2023	726.00
78955	IMEA	Irwindale Mgmt Employee Assoc.	01/26/2023	500.00
78956	IRWIND02	Irwindale Police Officers Assoc.	01/26/2023	3,209.05
78958	BURROL08	Larry Burrola	01/30/2023	854.40
78959	CINTAS	Cintas Corporation #693	01/30/2023	135.66
78960	ORTIZH	H. Manuel Ortiz	01/30/2023	854.40
78961	PETTYC05	City of Irwindale Petty Cash	01/30/2023	542.70
78962	AFFORD02	Affordable Additions	02/08/2023	3,200.00
78963	ALLCI01	All City Management Services, Inc	02/08/2023	757.49
78964	ARAM01	Aramark Uniform & Career Apparel Group	02/08/2023	1,106.58
78965	AZTEC01	Aztec Technology Corp.	02/08/2023	4,996.53
78966	AZUSAP01	Azusa Plumbing Supply	02/08/2023	169.29
78967	BAKER01	Baker & Taylor Books	02/08/2023	837.79
78968	MIJACA	Balcon Holdings, Inc.	02/08/2023	406.00
78969	BARNEY	Barney's Locksmith Service	02/08/2023	14.06
78970	BILLST	Bill's Truck Repair, Inc.	02/08/2023	1,666.96
78971	CALIFO42	California Building Standards	02/08/2023	217.80
78972	CALI12	California Consulting Inc.	02/08/2023	4,500.00
78973	CALIFO25	California Library Association	02/08/2023	270.00
78974	CARE01	Care For The Children	02/08/2023	2,828.00
78975	CASC01	CASC Engineering & Consulting	02/08/2023	3,622.50
78976	Cat Spec	Cat Specialities Inc	02/08/2023	529.60
78977	CDW01	CDW Government	02/08/2023	3,583.35
78978	CHARTE03	Charter Communications	02/08/2023	6,238.13
78979	CHRISN01	Chris Nelson & Associates, Inc.	02/08/2023	6,607.50
78980	CINTAS	Cintas Corporation #693	02/08/2023	593.28
78981	CIVIC02	CivicPlus, LLC	02/08/2023	900.00
78982	CTCT01	Columbia Telecommunications Corporation	02/08/2023	3,899.70
78983	COSTA01	Costar Realty Information, Inc.	02/08/2023	400.00
78984	DEPTOF02	County of LA Dept of Animal Care & Cont	02/08/2023	2,536.25
78985	COUNTY04	County of Los Angeles	02/08/2023	1,257.69
78986	LOSANG33	County of Los Angeles	02/08/2023	93,259.83
78987	CUMMINS	Cummins-Allison Corp	02/08/2023	235.92
78988	CWA01	CWA AIA, Inc	02/08/2023	8,346.90
78989	CWE01	CWE	02/08/2023	2,209.25
78990	DELONG	Delong Unlimited	02/08/2023	617.40
78991	DIVISI01	Division of the State Architect	02/08/2023	31.60
78992	DUDEK01	Dudek	02/08/2023	1,235.00
78993	ENVIRO05	Environmental Science Associates (ESA)	02/08/2023	56,875.11
78994	EPACT01	ePACT Network Ltd.	02/08/2023	2,100.00
78995	FCG01	FCG Consultants Inc.	02/08/2023	16,058.52
78996	FEDEX	FedEx	02/08/2023	225.33
78997	GEOLOG	Geologic Associates	02/08/2023	74,715.93
78998	1Glendor	Glendora Chevrolet	02/08/2023	100.62
78999	HDLCOR	HdL Coren & Cone	02/08/2023	1,575.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
79000	HDL01	Hdl Software, LLC	02/08/2023	33.26
79001	IRWIND23	Irwindale Business Center	02/08/2023	414.38
79002	IRWIND03	Irwindale Tire Shop	02/08/2023	22.00
79003	ITERIS	Iteris, Inc.	02/08/2023	1,280.00
79004	JEEPER01	Jeepers Creepers Exterminating Inc.	02/08/2023	234.00
79005	JOHNNY02	Johnny's Pool Service	02/08/2023	272.23
79006	COORYE	Samir M. Khoury	02/08/2023	350.00
79007	LANDSC	Landscape Warehouse III Inc.	02/08/2023	105.42
79008	LEWISE	Lewis Engraving, Inc.	02/08/2023	93.72
79009	LINN01	Deborah Linn	02/08/2023	500.00
79010	LSA01	LSA Associates, Inc.	02/08/2023	21,292.50
79011	MAINTE01	Maintex	02/08/2023	7.00
79012	CALIBE01	Lawrence E. Marino	02/08/2023	2,816.20
79013	MOUNT01	MNRO Holdings, LLC	02/08/2023	1,930.84
79014	OFFICE03	Office Depot	02/08/2023	827.11
79015	ORKINP	Orkin Pest Control	02/08/2023	113.00
79016	PRAXAI	Praxair	02/08/2023	80.76
79017	PROPRINT	Pro Printing, Inc.	02/08/2023	2,860.37
79018	RC02	RC Systems, Inc.	02/08/2023	1,475.00
79019	PACIFI13	Rene David LTD	02/08/2023	437.03
79020	ROSENO	Rosenow Spevacek Group Inc	02/08/2023	2,950.00
79021	SkyBluep	Sky Blueprint & Supplies, Inc	02/08/2023	2,747.58
79022	STEVEN05	Steven A. Ormenyi & Assoc.	02/08/2023	20,028.75
79023	TRIANG01	Triangle Truck Parts	02/08/2023	49.08
79024	UNITED11	United Site Services of CA Inc	02/08/2023	589.50
79025	WESTCO05	West Coast Arborists, Inc.	02/08/2023	2,488.50
79026	HDSUP01	WHITE CAP, L.P.	02/08/2023	441.79
			Report Total (131 checks):	492,032.91

CC Item 1C

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of Citywide Residential Curb Address Painting Project

City Manager's Recommendation:

That the City Council (1) accept the Citywide Residential Curb Address Painting Project; (2) approve the final project amount of $2,828; and (3) authorize the City Clerk to record the Notice of Completion.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On October 26, 2022, the City Council adopted Resolution No. 2022-103-3353 entitled: "A Resolution of the City Council of the City of Irwindale Amending the Fiscal Year 2022/2023 Adopted Budget, Establishing a Capital Improvement Project, and Appropriating Funds for the Curb Address Painting Project in front of Residential Homes and Authorizing the City Manager to Enter into an Agreement with Care for the Children,"

The approved cost of this project was budgeted for $2,828 plus a 10% contingency for a total amount of $3,111. No change orders were issued. Therefore, the final project amount was $2,828.

The Citywide Residential Curb Address Painting Project is now complete and staff recommends that the City Council accept these improvements. Acceptance of the improvements by the City Council will render the project complete. Once the project is complete, the City may file a Notice of Completion. Staff therefore recommends that the City Council authorize the City Clerk to record the Notice of Completion.

Fiscal Impact:

The adoption of Resolution 2022-103-3353 provided sufficient funding for the completion of the Capital Improvement Program Project No. 8104. The total amount appropriated was $3,111, and the total amount expended was $2,828. The remaining $283 or 10% contingency will be reverted to the original funding source account (29020.)

Attachment:

Notice of Completion

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
Elizabeth Rodriguez
Public Services Director /
City of Irwindale /
Department of Public Services /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: FEE SIMPLE AND/OR DEDICATED PUBLIC ROAD RIGHT OF WAY EASEMENTS

2. The full name of the owner is: CITY OF IRWINDALE.

3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.

4. On the 8th day of FEBRUARY 2023 there was completed upon the hereinafter-described real property the following work:

5. The name of the original contractor for the work described above was: CARE FOR THE CHILDREN

6. The address of the contractor for the work described above is: PO BOX 3144, WHITTIER, CA 90605.

7. The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: VARIOUS PUBLIC RIGHT OF WAY LOCATIONS THROUGHOUT THE CITY OF IRWINDALE'S RESIDENTIAL AREAS.

DATED: _____, 2023

_____
Elizabeth Rodriguez, Public Services Director
City of Irwindale

ATTEST:

_____

Chief Deputy City Clerk

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 _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20___, by _____ _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature_____

CC Item 1D

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Memorandums of Understanding with all Employee Groups

City Manager's Recommendation:

(1) Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA) July 1, 2021 – June 30, 2024; and

(2) Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Management Employees Association (IMEA) July 1, 2021 – June 30, 2024; and

(3) Approve the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association (IPOA) July 1, 2020 – June 30, 2024.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In March 2021, representatives from the City and the ICEA, IMEA, and IPOA commenced negotiations for successor Memorandums of Understanding (MOUs) as the MOU for the IPOA

expired on June 20, 2020, and the MOUs for the ICEA and IMEA were set to expire June 30, 2021. On April 28, 2021, the City Council approved an agreement with Ralph Andersen & Associates to perform a compensation study update to include a survey of all full-time and part-time positions and review job classifications for certain positions. All parties agreed to suspend negotiations until the completion of the study. The compensation study results were presented to City Council on November 10, 2021, for receive and file, with negotiations resuming soon thereafter.

On December 8, 2021, the City Council adopted Resolution No. 2021-122-3244, accepting a Tentative Agreement with the IMEA. On March 9, 2022, the City Council adopted Resolution No. 2022-19-3269, accepting a Tentative Agreement with the ICEA. On April 13, 2022, the City Council adopted Resolution No. 2022-27-3277, accepting a Tentative Agreement with the IPOA. The accepted Tentative Agreements reflected deal points that were successfully negotiated at the direction of the City Council and authorized the City Manager to prepare successor MOUs for City Council approval.

The 2021 – 2024 ICEA and IMEA MOUs and 2020 – 2024 IPOA MOU incorporate all negotiated deal points previously approved by City Council through the Tentative Agreements and have been prepared pursuant to Government Code Section 3500 et seq., which is generally referred to as the Meyers-Milias-Brown Act ("MMBA"). Government Code section 3505.1 provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. . . . If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding[;]"

The City's labor relations representatives and representatives for the IMEA, ICEA, and IPOA respectively, have concurrently and jointly prepared the MOUs, subject to City Council approval. Once approved by the governing body of a local agency, an MOU becomes a binding agreement between the employee organization and the local agency.

Fiscal Impact:

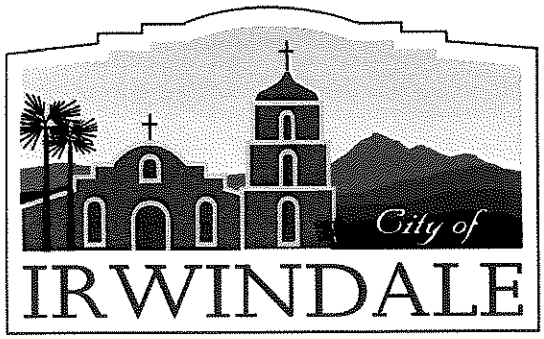
The fiscal impact of all approved negotiated changes to the MOUs for each covered fiscal year was identified when the Tentative Agreements were approved. Changes have been reflected in the FY 22-23 budget and will be reflected in the FY 23-24 budget.

Attachments:

Memorandum of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA) July 1, 2021 – June 30, 2024

Memorandum of Understanding by and between the City of Irwindale and the Irwindale Management Employees Association (IMEA) July 1, 2021 – June 30, 2024

Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association (IPOA) July 1, 2020 – June 30, 2024



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF IRWINDALE AND

THE IRWINDALE CITY EMPLOYEES ASSOCIATION

JULY 1, 2021 – JUNE 30, 2024

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

SECTION 01.01 UNIT & UNION RECOGNITION

For the purposes of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq), City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the "City") hereby affirms its recognition of the Irwindale City Employees Association (hereinafter referred to, along with any successor organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive recognized employee organization for the General Employees Unit, consisting of all regular full-time employees, who are not at-will or covered by individual contract, except for sworn personnel, executive, mid-management, professional, supervisory, and dispatch positions, and permanent part time employees. The Unit members are designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "Unit").

SECTION 01.02 FILING OF PETITIONS

This Memorandum of Understanding (hereinafter referred to as the "MOU") shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation unit during the term of this MOU; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said MOU.

ARTICLE 02
TERM OF MOU

SECTION 02.01 TERM ESTABLISHED

The term of this MOU shall be effective from and after July 1, 2021 and shall expire at midnight on June 30, 2024.

ARTICLE 03
SCOPE OF BARGAINING

SECTION 03.01 AGREED SUBJECTS OUTSIDE SCOPE OF BARGAINING

The parties hereto agree that the City shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining, except those subjects which have not been expressly abridged by specific provisions of this MOU or by law. Those subjects agreed by the parties to be outside the scope of bargaining shall include, but are not be limited to, the following:

A. Determine issues of policy and make management decisions;

B. Take any and all necessary action to carry out the mission of the City in emergencies;

C. Determine the mission of the City's constituent departments, divisions, boards, commissions and committees;

D. Determine the existence or nonexistence of facts which are the basis of any management decision;

E. Determine the necessity, organization or level of any service or activity conducted by the City and to expand or diminish such services or activities;

F. Determine the nature, manner, means and technology and extent of services to be provided to the public;

G. Determine and/or establish types of equipment or technology to be used;

H. Determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;

I. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions;

J. Determine policies, procedures and standards pertaining to City operations and activities;

K. Determine and/or establish methods of financing;

L. Hire, transfer, promote and demote Unit members for non-disciplinary reasons, in accordance with this MOU and the City Personnel Rules and Regulations;

M. Determine the need and use of personnel information for Unit members and the means by which the information is to be provided, with Unit members retaining their rights to privacy as provided by law.

N. Determine and/or modify Unit member job qualifications and/or classifications;

O. Determine and/or change work assignments for Unit members in accordance with requirements as determined by the City;

P. Determine Unit member performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;

Q. Relieve Unit members from duties for lack of work or similar non-disciplinary reasons;

R. Discharge, suspend, demote or otherwise discipline Unit members for proper cause, subject to Unit member's appropriate rights of appeal; and

S. Determine and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU.

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

SECTION 04.01 MEMBERSHIP AND DUES DEDUCTION

Recognized Employee Organization is the exclusive bargaining agent for the Unit and shall have the sole and exclusive right to have membership dues and other authorized payments deducted for member employees covered by this Agreement by the City.

Recognized Employee Organization shall certify that it has and will maintain authorizations signed by each member employee for the deduction of membership dues and other authorized payments, and shall provide the certification to the City on an annual basis. Recognized Employee Organization shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or the terms of the authorization.

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions on each payroll check (twenty-six times per calendar year) of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

Membership within and/or payment of any dues or fees to Recognized Employee Organization shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Recognized Employee Organization.

SECTION 04.02 INDEMNIFICATION OF CITY

Recognized Employee Organization shall indemnify, defend, and hold harmless the City for (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from Recognized Employee Organization; and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this provision relating to maintenance of membership. The City shall have the right to select and direct legal counsel in the case of any challenge to the City's compliance with this provision, and Recognized Employee Organization agrees to pay any attorney, arbitrator, or court fees, costs and expenses related thereto or associated therewith. Any claims, demands, disputes arising from the application or interpretation of this provision shall be filed with Recognized Employee Organization and shall not be subject to the City's grievance procedure.

SECTION 04.03 REPRESENTATIVES' RIGHTS

The Recognized Employee Organization may select a total of four (4) representatives for the Unit. The Recognized Employee Organization shall give to the City a written list of Unit members who have been selected as representatives. The Recognized Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department director before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented Unit member's work place on employee organization business, the representative shall obtain permission from the Unit member's department director. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Recognized Employee Organization.

SECTION 04.04 ALLOWED TIME FOR REPRESENTATIVES

The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned work being approved by the Unit member's department director with permission being granted promptly unless such absence would cause an undue interruption of work.

SECTION 04.05 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND PROVISION OF NEW EMPLOYEE INFORMATION (AB 119 PROVISIONS)

The City will notify the Recognized Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Recognized Employee Organization President with the new

employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The Recognized Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Recognized Employee Organization President a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT

The Recognized Employee Organization, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any Unit member shall constitute a just cause for discipline pursuant to Article 5.03 herein. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

SECTION 05.02 CITY PROHIBITED CONDUCT

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

SECTION 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY

In the event that the Recognized Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Recognized Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01 herein, and return to work.

If Recognized Employee Organization acts in good faith to meet its responsibilities as set forth above, then Recognized Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any Unit members who are covered by this MOU.

SECTION 05.04 CITY RIGHTS

Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Recognized Employee Organization, its officers, agents, representatives or members.

ARTICLE 06
BASIC COMPENSATION PLAN & OTHER BENEFITS

SECTION 06.01 BASIC COMPENSATION PLAN

The City has established a basic compensation plan through Council Resolution for all represented Unit members listed in Attachment "A" hereto.

SECTION 06.02 LEVEL OF COMPENSATION

The level of compensation shall be determined on a merit basis and Unit members shall initially be placed at the time of appointment by the City Manager at a level of compensation not to exceed that which is established in the compensation resolution. No merit increases granted may exceed the maximum of the duly established range. No merit increases or any other salary adjustments shall be granted without a current performance evaluation.

SECTION 06.03 SALARY AND WAGE SCHEDULES AND EXEMPTION STATUS

A. FY 2021-22: Effective March 9, 2022 and retroactive to July 11, 2021, per Resolution No. 2022-19-3269, the City adjusted the base salary of ICEA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Compensation Report, set to the 50th percentile, rounding to nearest highest range, and using the 38-hour work week adjustment. The 38-hour work week adjustment reflects a 5% reduction in comparative pay for the reduced work week hours from the standard surveyed 40-hour work week. Any filled position that exceeded the adjusted 50th percentile at the time of implementation remained unchanged and was not reduced. Retroactivity was limited to those Unit Members employed by the City on March 9, 2022.The salary schedule is set forth in Attachment A-1.

B. FY 2021-22: Effective March 20, 2022, per Resolution No. 2022-19-3269, the City adjusted the base salary of ICEA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report, set to the 50th percentile, rounding to nearest highest range, using the 40-hour unadjusted work week. All employees will work a 40-hour work week. Any filled position that exceeds the unadjusted 50th percentile at the time of implementation shall remain unchanged and not be reduced. The salary schedule is set forth in Attachment A-2.

C. FY 2022-23: Effective the first payroll period commencing on or after July 1, 2022, there shall be a 3% base salary increase for all ICEA represented unit members. Employees' base salaries shall increase correspondingly within their individual base salary ranges to reflect the COLA with base salary ranges increasing by the COLA amount. The salary schedule is set forth in Attachment A-3.

D. FY 2023-24: Effective the first payroll period commencing on or after July 1, 2023, there shall be a 3% base salary increase for all ICEA represented unit members. Employees' base salaries shall increase correspondingly within their individual base salary ranges to reflect the COLA, with salary ranges increasing by the COLA amount. The salary schedule is set forth in Attachment A-4.

SECTION 06.04 EDUCATION INCENTIVE PAY

Unit members shall be provided an education incentive as follows:

A. Unit members with A.A./A.S. degrees or Junior status at college or university. Unit members who have been awarded at minimum an Associate in Arts Degree ("A.A.") degree, an Associate of Science ("A.S.) degree or achieved at least "Junior" year status at a four year college or university or higher will receive an additional one thousand two hundred dollars ($1,200) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out bi-weekly over twenty-six (26) pay periods in a calendar year.

B. Unit members with B.A./B.S. degrees. Unit members who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

C. Unit members with Master's degree. Unit members who have a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

D. Unit members without a degree or less than Junior status at college or university. Unit members who do not meet the degree or educational requirement in paragraphs A-C above, shall be provided an education incentive at a rate of five dollars ($5.00) per month for each three (3) units completed, up to a maximum of one-hundred dollars ($100.00) per month for courses taken while employed with the City. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

SECTION 06.05 ANNUAL SERVICE AWARD PAY

Unit members shall be entitled on each qualifying Unit member's fifth (5th) consecutive employment year to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Luncheon. If there is no Award Luncheon planned for the year, payment of the service award on a separate check shall coincide with the first paycheck in December of the qualifying year. The Unit member must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 06.06 BILINGUAL BONUS PAY

Unit members shall be paid bilingual pay at a rate of two and one-half percent (2 ½%) of the Unit members' basic rate of pay upon passing a verbal bilingual exam. The Unit member 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 Unit members 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.

SECTION 06.07 SPECIAL ASSIGNMENT PAY

Special assignment pay shall be given to a Unit member acting in the capacity of Equipment and Tools Maintenance and Monitoring Coordinator in the City Maintenance Yard and shall receive compensation in the amount of five percent (5%) above base salary.

SECTION 06.08 LEAD WORKER PAY

When a Unit member is designated in a "Lead" role within a classification, that Unit member shall be paid at a Step in the Unit member's salary range which is at least five percent (5%) higher than the highest actual salary being earned by any member of the crew over which the Unit member is charged with being the Lead.

SECTION 06.09 HIGHER CLASSIFICATION PAY

Any Unit member requested to work in a higher classification job for more than one consecutive week shall be paid, upon the second consecutive week working in the higher classification job, a 5% base salary increase or step one of the higher classification range, whichever is greater. The higher classification pay shall be applied to the entire compensable period the employee worked at the higher classification job and shall be paid retroactive back to the first day of such higher classification work. An employee will be considered to have engaged in performing services in a higher classification job where it is determined that 50% or more of the employee's daily work has been undertaken in the performance of duties that are within the job classification of the higher position and which are not in the job classification of the employee's current classification.

SECTION 06.10 SICK LEAVE ACCRUAL

Unit members shall accrue sick leave at the rate of 3.693 hours bi-weekly. All full-time regular and probationary unit members are eligible to use sick leave beginning on the 90th day of employment. Any request for use prior to the 90th day of employment will require prior approval of the Unit member's department director and the City Manager. Use of sick leave shall be in accordance with City Personnel Rules Section 14.20.

SECTION 06.11 VACATION ACCRUAL

Unit members shall accrue vacation leave in accordance with the formula below with an accrual cap of three hundred (300) hours, over which the Unit member shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring the Unit member's accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly is as follows:

Years of Service	Hours Accrued Bi-Weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Unit member's anniversary date of commencement of full-time continuous employment with the City.

A probationary Unit member shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the Unit member's department director and the City Manager.

SECTION 06.12 HOLIDAY DATES

The holiday dates authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, all Unit members shall have the following designated holidays. It should be understood that other employee groups may follow a different holiday schedule depending on days and hours worked. These provisions shall supersede any of the City Personnel Rules governing the matters addressed in this Section.

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

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

SECTION 06.13 FLOATING HOLIDAY

Unit members shall have a total bank of one hundred forty (140) hours per calendar year available to them for holidays. When any of the above-listed holiday falls on a regular workday or in the case of a Sunday holiday which is celebrated on the following Monday as determined by the City Manager, six (6) to ten (10) hours, depending on Unit member's regular work hours, will be deducted from the holiday bank of hours for each such holiday, and the holiday will be celebrated in the normal manner. At the beginning of each calendar year, the City will determine and distribute its holiday schedule. Based thereon, the total number of holidays will be deducted from the holiday bank of hours. Each Unit member will then be credited with the balance of the remaining one hundred forty (140) holiday bank hours which may be used as floating holiday hours in a manner similar to that of vacation leave hours. All floating holiday hours must be used in the calendar year in which they were credited to the Unit member. Any floating holiday hours not used by the end of the calendar year will be cashed out and included in the first paycheck in January of the following year.

SECTION 06.14 CELL PHONES

Effective March 20, 2022, department directors will determine which classifications will be issued a City provided and paid for cell phone based on a determination by the department director that the employee's use of a cell phone is required in order to carry out official City duties.

ARTICLE 07
HOURS AND WORK SCHEDULES

SECTION 07.01 NORMAL WORKWEEK

The City's Personnel Rules Section 6.05 defines the City's normal forty (40) hour workweek and provides for alternative workweek scheduling, as described more fully below. The parties agree that the City may set staggered work schedules over a seven (7) day workweek for some or all public works yard employees to minimize overtime while maintaining the existing forty (40) hour workweek for Unit members.

At the end of the calendar year, the City Manager and the City Council may authorize the closure of some City facilities for a period not to exceed three (3) weeks. During this period of time, payment of base salaries shall be suspended. However, the employee shall continue to accrue benefits such as leave time, and City-funded benefits including but not limited to funding of insurance, shall continue in effect. During said period of time, individual employees may elect to compensate themselves by means of use of earned and accrued compensatory time off, administrative leave, earned and accrued vacation or earned and accrued floating holiday time. The City Manager may authorize, on a case-by-case basis, an impacted employee to work during the end-of-year closure to meet critical work deadlines or demands.

SECTION 07.02 ALTERNATIVE 4/10 WORK SCHEDULE

The alternative work schedules authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, Unit members may be on any of the following alternative 4/10 work week schedules:

A. On a 4/40 work schedule, commencing on Monday and concluding on Thursday, or commencing on Tuesday and concluding on Friday, of each calendar week, and that each work day shall consist of ten (10) hours worked per day.

B. On a 9/80 work schedule, commencing on Monday and concluding on Thursday of each calendar week, working nine (9) hours per day, with every other Friday off. On the Fridays that the Unit member is working, the work day shall consist of eight (8) hours worked per day.

C. On a 5/40 work schedule, commencing on Monday and concluding on Friday of each calendar week, and that the work days shall consist of eight (8) hours worked per day.

D. The Library Technician classification works a 40-hour workweek with specific daily schedule set by the City to accommodate Library's hours and operational needs.

Non-exempt Unit members will be provided two fifteen (15) minute rest periods during the day and one thirty (30) minute unpaid lunch period. Scheduling of rest and lunch periods shall be at

the sole discretion of the Unit member's department director, but in no case shall the Unit member be denied either a lunch or rest period. Employees shall be allowed to combine the two fifteen (15) minute paid rest periods with the thirty (30) minute unpaid lunch, for a one (1) hour lunch period. Rest period is not cumulative beyond the scheduled workday within which the rest period occurs. Lunch periods shall also not be used to shorten the work day.

SECTION 07.03 JANITORIAL / CUSTODIAL WORK SCHEDULES

The parties agree that the City may set janitorial and/or custodial work schedules as follows:

One assigned to work a shift of 4:00 am to 2:00 pm

One assigned to work a shift of 8:00 am to 6:00 pm

The parties further agree that the City may return to the pre-existing work schedule for these positions at the City's unilateral election without further meet and confer required.

SECTION 07.04 BEREAVEMENT LEAVE

The City Personnel Rules Section 14.25 provides for bereavement leave. The bereavement leave authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, Unit members shall be entitled to bereavement leave of four (4) days and 40 total hours for Unit members on a 4/40 schedule and five (5) days and 40 total hours for Unit members on a 9/80 or 5/40 work schedule.

SECTION 07.05 INJURY ON DUTY

Any Unit member considered non-exempt under the federal Fair Labor Standards Act (FLSA) assigned to light-duty status, will generally be assigned to work his or her normal assigned work days and hours. Any exceptions to this schedule may be made with appropriate advanced notice to the employee with approval of the department director/ City Manager. Employees on light-duty status are not authorized to work overtime or accrue compensatory time. Employees will be paid for doctor appointments and/or treatment that occurs during light duty work hours, but not for appointments and/or treatment that occurs during their scheduled time off.

SECTION 07.06 OVERTIME

The overtime authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, for purposes of calculating employee entitlement to overtime pay and/or compensatory time pursuant to the federal Fair Labor Standards Act ("FLSA") for non-exempt Unit members, the work week shall consist of forty (40) work hours worked per week according to the 4/40, 9/80, or 5/40 work week schedule set forth above. Any non-exempt Unit member covered by this MOU who works in excess of forty (40) hours in any work week shall be entitled to overtime pay and/or compensatory time, according to the method then in effect to compensate Unit members for overtime worked. Floating Holiday hours, sick leave hours, vacation, or compensatory time used, will not be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City Offices are closed, will not be recognized as time worked for purposes of calculating overtime. Employees who work on designated City holidays shall be paid at time and a half. However, if the employee calls in sick the day before or the day after a legal holiday, that employee will only receive overtime based on actual hours worked.

All overtime worked in less than one (1) hour increments in a work shift shall be compensated for in the following manner:

Time Worked	Overtime Compensation
0-15 minutes	.25 hour x 1.5
16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

SECTION 07.07 JURY DUTY

Any Unit member summoned for jury duty shall be entitled to the Unit member's regular rate of pay for up to ten (10) work days, provided the Unit member deposits any fees for service, excluding mileage, with the City. If a Unit member on an alternative work schedule is summoned for jury duty, the department director or designee shall convert the unit member's usual work shift to a regular five (5) day Monday through Friday shift basis.

SECTION 07.08 WITNESS LEAVE

The City Personnel Rules Section 7.05 JURY DUTY AND WITNESS LEAVE provides for witness leave as follows:.

> "Any employee required to be absent from work by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at the employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City."

SECTION 07.09 COMPENSATORY LEAVE

City Personnel Rules Section 14.30 provides for compensatory leave. Effective March 20, 2022, non-exempt Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

SECTION 07.10 CALL-IN/CALL-BACK PAY

Unit members considered non-exempt under the federal Fair Labor Standards Act (FLSA), called into work and who reports for said work on a day other than his/her regular scheduled work day, shall be entitled to a minimum of four (4) hours of work at the appropriate rate and shall perform such duties as assigned.

A Unit member called back to work after he/she has completed a regular shift and has left the premises of the City, shall be entitled to a minimum of three (3) hours of work at time and one-half his/her regular rate of pay.

A Unit member called to work within one hour before the Unit member's regular shift shall be covered by the overtime rules set forth above in the event the call-in time runs continuous with the Unit member's regular shift. Otherwise, the call-back pay provisions above shall apply where there is a break in time between the call-back assignment and the start of the Unit member's regularly scheduled shift. In no event shall there be an overlap of time resulting in double payment of wages for the same time period nor shall a Unit member earn overtime for regularly scheduled

work unless that regularly scheduled work exceeds forty (40) hours in a work week. If the Unit member is called to work more than one hour before the Unit member's regular shift, the call-back pay provisions shall apply.

Any Unit member who reports to work on a regularly scheduled work day and on time for work and is put to work shall be guaranteed a minimum of four (4) hours of work and shall be paid for the hours worked, except that Unit members who are scheduled to work less than four (4) hours for that day, will be paid only for time worked.

ARTICLE 08
INSURANCE AND RELATED BENEFITS

SECTION 08.01 MEDICAL BENEFITS

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

SECTION 08.02 DENTAL BENEFITS

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

SECTION 08.03 VISION BENEFITS

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

SECTION 08.04 GROUP LIFE INSURANCE

The City pays one hundred percent (100%) of the premium for a group life insurance policy for Unit members with a benefit coverage of one (1) times the Unit member's annual earnings (as defined in policy) to a maximum of one hundred thousand dollar ($100,000) and coverage for spouse and eligible dependent children of five thousand dollar ($5,000) each.

SECTION 08.05 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City pays 100% of the premium for an AD&D policy for Unit members which provides benefit coverage of one (1) times annual base salary up to a maximum of $100,000.

SECTION 08.06 ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE

The City offers additional benefit coverage for purchase by Unit members at said member's own expense.

SECTION 08.07 IRS SECTION 125 AND 129 PROGRAM

The City shall use its bests efforts to establish and maintain a plan, to enable qualifying Unit members covered by this MOU to obtain the deductions set forth in § 125 and § 129 of the Internal Revenue Code as regards Health Care and Dependent Care Flexible Spending Accounts. Health Care FSA plans are governed by the rules of Section 125 while Dependent Care FSA plans are governed by the rules of Sections 125 and 129 of the Internal Revenue Code and both will be administered in accordance with those rules.

The FSA plan shall maintain the current cap of five thousand dollars ($5,000) for dependent care expenses and two thousand eight-hundred and fifty dollars ($2,850) for health care expenses, the maximum contribution amounts shall be amended in accordance with applicable laws.

The City and the Recognized Employee Organization acknowledge and agree that, should the Internal Revenue Service determine that City has not or cannot develop or cannot maintain such a qualifying plan, City's failure to do so shall not be deemed a breach of this MOU. The City and the Recognized Employee Organization further acknowledge and agree that City does not and shall not provide legal or tax advice to Unit members covered by this MOU as to whether dependent care and health care expenses are legally tax deductible to or by any such Unit member.

The Section 125 and 129 Program will be in full force and effect unless changed by mutual agreement of the City and Recognized Employee Organization. The Program shall be administered through a vendor selected at the City's sole discretion. While participation in the Section 125 and 129 Program is voluntary, all administrative costs for participation are to be paid by the City.

SECTION 08.08 EAP PROGRAM

The City pays the premium for participation in an Employee Assistance Program for Unit members and their eligible dependents.

SECTION 08.09 STATE DISABILITY INSURANCE

Unit members participate in the state-sponsored short-term disability program at no expense to the City.

SECTION 08.10 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Unit member covered hereunder 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 Unit member can demonstrate, to the satisfaction of the City, that such Unit member has opted out of all three coverages and can demonstrate to the satisfaction of the City, that such Unit member 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 Unit member with the City. The City shall have the sole and unfettered right to determine whether a Unit member has satisfactorily demonstrated substantially equivalent medical coverage, and any such Unit member 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 of this incentive pay shall be made bi-weekly through the regular payroll system.

ARTICLE 09
RETIREMENT BENEFIT

SECTION 09.01 CalPERS MEMBERSHIP

A. The following provisions in this Section "A" apply to Unit members as defined by AB 340 (the California Public Employees' Pension Reform Act of 2013,) as "classic" members of CalPERS.

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 the California Public Employees' Retirement System heretofore approved by the City Council which includes the programs identified below which shall be maintained during the life of this MOU.

1. Section 21354: 2% @ 55 retirement benefit formula for Unit members.

2. Section 21574: Fourth Level of 1959 Survivors Benefit allowance.

3. Section 21024: Military Service as Public Service

4. Section 20042: One Year Final Compensation (for Unit members hired before May 1, 2011).

5. Section 20037: Three Year Average Final Compensation (for Unit members hired on or after May 1, 2011).

6. Section 21427: Improved non-industrial disability allowance.

7. Section 21624 & 21626: Post-retirement survivor allowance.

8. Section 20965: Credit for unused sick leave.

For Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 7%. The City does not pay any share of the required employee contribution (EPMC).

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, 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. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20).

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

SECTION 09.02 PARS MEMBERSHIP

Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords Unit members the retirement benefit commonly referred to as "1% at 55." The City pays on behalf of each eligible Unit member 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 programs identified in the preceding Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Unit members hired before January 1, 2007 shall have their PARS benefits 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. Unit members hired after January 1, 2007 shall have their PARS benefit 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.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four-tenths of a percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing plan features such as the option of lump sum payment, and fixed term payments of 5-6 years. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All Unit members hired before January 1, 2011, shall pay four-tenths of a percent 0.4% of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For Unit members, hired on or after January 1, 2011 and before January 1, 2013, the City shall pay on behalf of each eligible Unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The Unit member shall be required to pay for fifty percent (50%) of the contribution.

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

SECTION 09.03 RETIREE MEDICAL

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents 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.

For Unit members 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. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

SECTION 09.04 DEFERRED COMPENSATION PROGRAM

The City offers Unit members participation in one of two IRS 457 Plans. The City does not contribute to either plan.

ARTICLE 10
MISCELLANEOUS PROVISIONS

SECTION 10.01 CONTRACTING OUT PROVISIONS

Prior to contracting with outside vendors in excess of twenty thousand dollars ($20,000.00) annually for work or services usually performed by Unit members covered by this MOU or proposed to be performed for the City, the City and the Recognized Employee Organization will meet and confer to determine if the same can be performed or retained by Unit members covered by this MOU. The City and Recognized Employee Organization acknowledge and agree that the City retains the sole and unfettered right, through its City Council, to determine what work or services to be performed by outside vendors, and the parties hereto further acknowledge and agree that failure on the part of the City and the Recognized Employee Organization to reach agreement through this meet and confer process on issues relating to such work and services to be contracted for with outside vendors shall not constitute a breach of this MOU on the part of the City, nor shall it constitute a violation of the Meyers-Milias-Brown Act on the part of the City. For work or services performed at twenty thousand dollars ($20,000.00) or less annually, there is no obligation to meet and confer.

SECTION 10.02 ELECTIVE CASH-OUT OF VACATION AND SICK LEAVE

The payment of vacation and sick leave authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per calendar year of accrued vacation or sick leave to be converted, and in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

A. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the end of the calendar year in which unit member wishes to convert such vacation or sick leave.

B. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

C. If Unit member fails to submit an election by December 15th of the calendar year prior to the conversion, he/she will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

D. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

E. Unit members will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

F. Unit members may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

The City agrees to provide sick leave pay back upon an employee's termination or cash out request, as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

In addition, the parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that accrued vacation hours which exceed the agreed upon limit, which is currently three hundred (300) hours shall be either utilized or paid at the Unit members "basic rate of pay" as opposed to "regular rate of pay" which is consistent with past practice. Cash out of both vacation and sick leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay." Cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of vacation or sick leave upon termination of employment or retirement from the City.

SECTION 10.03 DIRECT DEPOSIT REQUIREMENT

The City shall maintain a mandatory requirement for participation in direct deposit for payroll for all new Unit members hired after July 8, 2001.

SECTION 10.04 TUITION REIMBURSEMENT

The tuition reimbursement authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, the City Personnel Rules Section 15.25 as applied to Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at twenty thousand dollars ($20,000) tuition per fiscal year to be used exclusively by ICEA members only during the term of this contract. ICEA members applying for tuition reimbursement will initially receive 20% of the allocated $20,000. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

To be eligible for reimbursement, employees must have completed their probationary period. Reimbursement requests must be submitted within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the department director and the City Manager and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related text books are required to turn the books in to the Human Resources Department. Text books should not be marked or written in and they must be in usable condition.

SECTION 10.05 PUBLIC WORKS EMPLOYEES UNIFORM

A. Unit members in the Public Works Department covered by this MOU shall be permitted to wear approved shorts in lieu of long pants year round as long as it does not pose a safety hazard as determined by the Unit member's supervisor in his/her sole discretion. Purchase, maintenance or cleaning of said shorts shall not be at the City's expense.

B. Effective March 20, 2022, Unit members listed in the classifications below are eligible to receive a uniform reimbursement of up to four hundred dollars ($400.00) for up to two (2) pairs of safety shoes/boots per calendar year as required by department director:

1. Bus Driver
2. Code Enforcement Officer
3. Janitor
4. Maintenance Aide
5. Maintenance Worker I
6. Maintenance Worker II
7. Maintenance Lead Worker
8. Senior Bus Driver
9. Senior Code Enforcement Officer

C. Effective March 20, 2022, Unit members listed in the classification Engineering Technician are eligible to receive a one-time reimbursement of up to $200 for one (1) pair of safety shoes/boots as required by department director.

SECTION 10.06 UNIFORM ALLOWANCE FOR POLICE NON-SWORN EMPLOYEES

The full-time positions of Police Services Specialist and Police Records Clerk/Dispatcher in the Police Department shall receive an annual uniform allowance in the amount of nine hundred dollars ($900.00). All new hires hired as Police Services Specialist in the Police Department after January 1, 2007 shall not be eligible to receive this allowance.

SECTION 10.07 FLEXIBLE STAFFING POLICY

The flexible staffing policy authorized by the previous ICEA MOU continued up to March 20, 2022. Effective March 20, 2022, the City may grant a flexible staffing promotion to an employee who holds one of the following flexible staffing classifications: Maintenance Aide, Maintenance Worker I, II.

A. An employee will be eligible to progress from a Maintenance Aide to a Maintenance Worker I if all of the following occur, provided that, the progression remains at the sole discretion of the City Manager:

1. The employee has completed four (4) years as a full-time Maintenance Aide;

2. The employee has achieved an overall rating of "highly satisfactory" on the last two annual performance evaluations immediately preceding the promotion;

3. The employee meets the minimum qualifications for the position; and

4. The employee has the recommendation of the department director.

B. Maintenance Worker I can progress to a level II if all of the following occur, provided that, the progression remains at the sole discretion of the City Manager:

1. The employee has completed (4) years as a level I;

2. The employee has achieved an overall rating of "highly satisfactory" on the last two annual performance evaluations immediately preceding the promotion;

3. The employee meets the minimum qualifications for the position; and

4. The employee has the recommendation of the department director.

A Maintenance Worker I can only progress to a level II if there is a vacancy. The total number of Maintenance Worker II positions is limited to six (6) at any one time. If there are two or more eligible Maintenance Worker I employees and only one (1) vacant Maintenance Worker II position, then the Maintenance Worker II position will go through the internal recruitment process.

C. Upon a flexible staffing promotion, an employee shall be paid at the Step in the higher salary range which is at least a five (5%) percent increase over the salary he or she received in the employee's current (pre-promotional) job classification; provided that such increase shall be at least equivalent to the minimum and shall not exceed the maximum salary step level established for the new job classification. A flexible staffing promotion shall establish a new performance evaluation date for purposes of applying the salary step plan. Any flexible staffing promotional appointment shall be subject to a six (6) month probationary period.

ARTICLE 11
COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING

SECTION 11.01 COMPLETION OF NEGOTIATIONS

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the Recognized Employee Organization expressly waives the right to meet and negotiate with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties.

SECTION 11.02 FULL INTEGRATION

This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this MOU. The parties agree that during the negotiation that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals with respect to any matter, even though some matters were

proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU. However, all provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU.

SECTION 11.03 REOPENERS

Notwithstanding the provisions of Sections 11.01 and 11.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

A. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution;

B. Updating the City Personnel Rules;

C. Updating the City's job description/specifications;

D. Updating and/or creating a City Cell Phone Policy;

E. Creating a City Wellness Program;

F. Creating a City Employee Rewards and Recognition Program;

G. Discuss bargaining unit modification whereby ICEA and IMEA represented bargaining units would be combined into one bargaining unit represented by one employee organization;

H. Discuss the feasibility of participation in City funded Post Employment Health Plan (PEHP) that would fund retiree dental and vision benefits;

I. Discuss an annual rotation of Maintenance Aide, Maintenance I/II, and Maintenance Lead staff for the 4th of July holiday; and

J. Meet to determine classifications in the ICEA represented unit membership based on the definition included in the EERR.

ARTICLE 12
EMERGENCY WAIVER PROVISION

SECTION 12.01 WAIVER GRANTED

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Recognized Employee Organization shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any

rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 13
DRAFTING PROVISIONS

SECTION 13.01 SEVERABILITY DECLARED

Should any provision of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

SECTION 13.02 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 13.03 MODIFICATION

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

ARTICLE 14
RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The City and the Recognized Employee Organization acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this ___ day of _____, 2023.

[SIGNATURES ON NEXT PAGE]

CITY OF IRWINDALE

Julian A. Miranda, City Manager/Municipal Employee Relations Representative

Adrian Guerra, Esq., City Attorney

Mary Hull, Human Resources/Risk Manager

THE IRWINDALE CITY EMPLOYEES ASSOCIATION

Rebecca Bardales, ICEA President

Leonard Orosco Jr., ICEA Vice-President

ATTACHMENT "A"
ICEA UNIT MEMBERS

Position Title

Accountant

Administrative Secretary

Assistant Planner

Building Permit Technician

Bus Driver

Code Enforcement Officer

Deputy City Clerk

Engineering Technician

Finance Analyst

Finance Technician

Human Resources Specialist

Janitor

Library Technician

Maintenance Aide

Maintenance Lead Worker

Maintenance Worker I

Maintenance Worker II

Office Specialist

Planning Technician

Police Records Clerk

Police Records Clerk/ Dispatcher

Police Services Specialist

Recreation Assistant

Senior Bus Driver

Senior Center Assistant

Senior Center Leader/Bus Driver

Senior Center Specialist

Senior Code Enforcement Officer

Senior Recreation Leader

ATTACHMENT A-1

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	Hourly	43	32.7490	34.3866	36.1058	37.9114	39.8067
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Administrative Secretary	Hourly	35	26.8790	28.2227	29.6341	31.1154	32.6716
		Bi-Weekly		2,042.81	2,144.92	2,252.19	2,364.77	2,483.04
		Monthly		4,426	4,647	4,880	5,124	5,380
		Annual		53,113	55,768	58,557	61,484	64,559
ICEA	Assistant Planner	Hourly	43	32.7490	34.3866	36.1058	37.9114	39.8067
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Building Permit Technician	Hourly	35	26.8790	28.2227	29.6341	31.1154	32.6716
		Bi-Weekly		2,042.81	2,144.92	2,252.19	2,364.77	2,483.04
		Monthly		4,426	4,647	4,880	5,124	5,380
		Annual		53,113	55,768	58,557	61,484	64,559
ICEA	Bus Driver	Hourly	31	24.3507	25.5683	26.8467	28.1893	29.5987
		Bi-Weekly		1,850.65	1,943.19	2,040.35	2,142.38	2,249.50
		Monthly		4,010	4,210	4,421	4,642	4,874
		Annual		48,117	50,523	53,049	55,702	58,487
ICEA	Code Enforcement Officer	Hourly	37	28.2394	29.6513	31.1341	32.6908	34.3254
		Bi-Weekly		2,146.19	2,253.50	2,366.19	2,484.50	2,608.73
		Monthly		4,650	4,883	5,127	5,383	5,652
		Annual		55,801	58,591	61,521	64,597	67,827
ICEA	Deputy City Clerk	Hourly	39	29.6690	31.1528	32.7100	34.3456	36.0633
		Bi-Weekly		2,254.85	2,367.62	2,485.96	2,610.27	2,740.81
		Monthly		4,886	5,130	5,386	5,656	5,938
		Annual		58,626	61,558	64,635	67,867	71,261
ICEA	Engineering Technician	Hourly	38	28.9453	30.3927	31.9124	33.5081	35.1837
		Bi-Weekly		2,199.85	2,309.85	2,425.35	2,546.62	2,673.96
		Monthly		4,766	5,005	5,255	5,518	5,794
		Annual		57,196	60,056	63,059	66,212	69,523
ICEA	Finance Analyst	Hourly	43	32.7490	34.3866	36.1058	37.9114	39.8067
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Finance Technician	Hourly	34	26.2232	27.5344	28.9109	30.3568	31.8745
		Bi-Weekly		1,992.96	2,092.62	2,197.23	2,307.12	2,422.46
		Monthly		4,318	4,534	4,761	4,999	5,249
		Annual		51,817	54,408	57,128	59,985	62,984

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Human Resources Specialist	Hourly	36	27.5506	28.9281	30.3745	31.8937	33.4884
		Bi-Weekly		2,093.85	2,198.54	2,308.46	2,423.92	2,545.12
		Monthly		4,537	4,764	5,002	5,252	5,514
		Annual		54,440	57,162	60,020	63,022	66,173
ICEA	Janitor	Hourly	18	17.6645	18.5481	19.4752	20.4489	21.4717
		Bi-Weekly		1,342.50	1,409.65	1,480.12	1,554.12	1,631.85
		Monthly		2,909	3,054	3,207	3,367	3,536
		Annual		34,905	36,651	38,483	40,407	42,428
ICEA	Library Technician	Hourly	27	22.0607	23.1640	24.3219	25.5380	26.8148
		Bi-Weekly		1,676.62	1,760.46	1,848.46	1,940.88	2,037.92
		Monthly		3,633	3,814	4,005	4,205	4,416
		Annual		43,592	45,772	48,060	50,463	52,986
ICEA	Maintenance Aide	Hourly	23	19.9858	20.9853	22.0344	23.1361	24.2930
		Bi-Weekly		1,518.92	1,594.88	1,674.62	1,758.35	1,846.27
		Monthly		3,291	3,456	3,628	3,810	4,000
		Annual		39,492	41,467	43,540	45,717	48,003
ICEA	Maintenance Lead Worker	Hourly	43	32.7490	34.3866	36.1058	37.9114	39.8067
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Maintenance Worker I	Hourly	31	24.3507	25.5683	26.8467	28.1893	29.5987
		Bi-Weekly		1,850.65	1,943.19	2,040.35	2,142.38	2,249.50
		Monthly		4,010	4,210	4,421	4,642	4,874
		Annual		48,117	50,523	53,049	55,702	58,487
ICEA	Maintenance Worker II	Hourly	40	30.4109	31.9317	33.5278	35.2045	36.9646
		Bi-Weekly		2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
		Monthly		5,008	5,258	5,521	5,797	6,087
		Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Office Specialist	Hourly	27	22.0607	23.1640	24.3219	25.5380	26.8148
		Bi-Weekly		1,676.62	1,760.46	1,848.46	1,940.88	2,037.92
		Monthly		3,633	3,814	4,005	4,205	4,416
		Annual		43,592	45,772	48,060	50,463	52,986
ICEA	Planning Technician	Hourly	34	26.2232	27.5344	28.9109	30.3568	31.8745
		Bi-Weekly		1,992.96	2,092.62	2,197.23	2,307.12	2,422.46
		Monthly		4,318	4,534	4,761	4,999	5,249
		Annual		51,817	54,408	57,128	59,985	62,984
ICEA	Police Records Clerk	Hourly	26	21.5228	22.5987	23.7287	24.9150	26.1609
		Bi-Weekly		1,635.73	1,717.50	1,803.38	1,893.54	1,988.23
		Monthly		3,544	3,721	3,907	4,103	4,308
		Annual		42,529	44,655	46,888	49,232	51,694

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/Dispatcher	Hourly	30	23.7571	24.9448	26.1918	27.5015	28.8765
		Bi-Weekly		1,805.54	1,895.81	1,990.58	2,090.12	2,194.62
		Monthly		3,912	4,108	4,313	4,529	4,755
		Annual		46,944	49,291	51,755	54,343	57,060
ICEA	Police Services Specialist	Hourly	39	29.6690	31.1528	32.7100	34.3456	36.0633
		Bi-Weekly		2,254.85	2,367.62	2,485.96	2,610.27	2,740.81
		Monthly		4,886	5,130	5,386	5,656	5,938
		Annual		58,626	61,558	64,635	67,867	71,261
ICEA	Recreation Assistant	Hourly	27	22.0607	23.1640	24.3219	25.5380	26.8148
		Bi-Weekly		1,676.62	1,760.46	1,848.46	1,940.88	2,037.92
		Monthly		3,633	3,814	4,005	4,205	4,416
		Annual		43,592	45,772	48,060	50,463	52,986
ICEA	Senior Bus Driver	Hourly	35	26.8790	28.2227	29.6341	31.1154	32.6716
		Bi-Weekly		2,042.81	2,144.92	2,252.19	2,364.77	2,483.04
		Monthly		4,426	4,647	4,880	5,124	5,380
		Annual		53,113	55,768	58,557	61,484	64,559
ICEA	Senior Center Assistant	Hourly	27	22.0607	23.1640	24.3219	25.5380	26.8148
		Bi-Weekly		1,676.62	1,760.46	1,848.46	1,940.88	2,037.92
		Monthly		3,633	3,814	4,005	4,205	4,416
		Annual		43,592	45,772	48,060	50,463	52,986
ICEA	Senior Center Leader/Bus Driver	Hourly	31	24.3507	25.5683	26.8467	28.1893	29.5987
		Bi-Weekly		1,850.65	1,943.19	2,040.35	2,142.38	2,249.50
		Monthly		4,010	4,210	4,421	4,642	4,874
		Annual		48,117	50,523	53,049	55,702	58,487
ICEA	Senior Center Specialist	Hourly	35	26.8790	28.2227	29.6341	31.1154	32.6716
		Bi-Weekly		2,042.81	2,144.92	2,252.19	2,364.77	2,483.04
		Monthly		4,426	4,647	4,880	5,124	5,380
		Annual		53,113	55,768	58,557	61,484	64,559
ICEA	Senior Code Enforcement Officer	Hourly	43	32.7490	34.3866	36.1058	37.9114	39.8067
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Senior Recreation Leader	Hourly	17	17.2338	18.0956	19.0000	19.9504	20.9479
		Bi-Weekly		1,309.77	1,375.27	1,444.00	1,516.23	1,592.04
		Monthly		2,838	2,980	3,129	3,285	3,449
		Annual		34,054	35,757	37,544	39,422	41,393

ATTACHMENT A-2

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective March 20, 2022

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	Hourly	45	32.6870	34.3212	36.0370	37.8389	39.7308
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
ICEA	Administrative Secretary	Hourly	37	26.8274	28.1688	29.5774	31.0563	32.6091
		Bi-Weekly		2,146.19	2,253.50	2,366.19	2,484.50	2,608.73
		Monthly		4,650	4,883	5,127	5,383	5,652
		Annual		55,801	58,591	61,521	64,597	67,827
ICEA	Assistant Planner	Hourly	45	32.6870	34.3212	36.0370	37.8389	39.7308
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
ICEA	Building Permit Technician	Hourly	37	26.8274	28.1688	29.5774	31.0563	32.6091
		Bi-Weekly		2,146.19	2,253.50	2,366.19	2,484.50	2,608.73
		Monthly		4,650	4,883	5,127	5,383	5,652
		Annual		55,801	58,591	61,521	64,597	67,827
ICEA	Bus Driver	Hourly	33	24.3043	25.5197	26.7957	28.1356	29.5423
		Bi-Weekly		1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
		Monthly		4,213	4,423	4,645	4,877	5,121
		Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Code Enforcement Officer	Hourly	39	28.1856	29.5952	31.0745	32.6284	34.2601
		Bi-Weekly		2,254.85	2,367.62	2,485.96	2,610.27	2,740.81
		Monthly		4,886	5,130	5,386	5,656	5,938
		Annual		58,626	61,558	64,635	67,867	71,261
ICEA	Deputy City Clerk	Hourly	41	29.6125	31.0933	32.6481	34.2803	35.9942
		Bi-Weekly		2,369.00	2,487.46	2,611.85	2,742.42	2,879.54
		Monthly		5,133	5,390	5,659	5,942	6,239
		Annual		61,594	64,674	67,908	71,303	74,868
ICEA	Engineering Technician	Hourly	40	28.8904	30.3351	31.8514	33.4442	35.1163
		Bi-Weekly		2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
		Monthly		5,008	5,258	5,521	5,797	6,087
		Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Finance Analyst	Hourly	45	32.6870	34.3212	36.0370	37.8389	39.7308
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
ICEA	Finance Technician	Hourly	36	26.1731	27.4817	28.8558	30.2990	31.8139
		Bi-Weekly		2,093.85	2,198.54	2,308.46	2,423.92	2,545.12
		Monthly		4,537	4,764	5,002	5,252	5,514
		Annual		54,440	57,162	60,020	63,022	66,173

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective March 20, 2022

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Human Resources Specialist	Hourly	38	27.4981	28.8731	30.3168	31.8327	33.4245
		Bi-Weekly		2,199.85	2,309.85	2,425.35	2,546.62	2,673.96
		Monthly		4,766	5,005	5,255	5,518	5,794
		Annual		57,196	60,056	63,059	66,212	69,523
ICEA	Janitor	Hourly	20	17.6308	18.5125	19.4380	20.4101	21.4303
		Bi-Weekly		1,410.46	1,481.00	1,555.04	1,632.81	1,714.42
		Monthly		3,056	3,209	3,369	3,538	3,715
		Annual		36,672	38,506	40,431	42,453	44,575
ICEA	Library Technician	Hourly	29	22.0188	23.1197	24.2755	25.4894	26.7639
		Bi-Weekly		1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
		Monthly		3,817	4,007	4,208	4,418	4,639
		Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Maintenance Aide	Hourly	25	19.9476	20.9452	21.9923	23.0923	24.2466
		Bi-Weekly		1,595.81	1,675.62	1,759.38	1,847.38	1,939.73
		Monthly		3,458	3,631	3,812	4,003	4,203
		Annual		41,491	43,566	45,744	48,032	50,433
ICEA	Maintenance Lead Worker	Hourly	43	31.1115	32.6673	34.3005	36.0159	37.8163
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
ICEA	Maintenance Worker I	Hourly	31	23.1332	24.2899	25.5043	26.7798	28.1188
		Bi-Weekly		1,850.65	1,943.19	2,040.35	2,142.38	2,249.50
		Monthly		4,010	4,210	4,421	4,642	4,874
		Annual		48,117	50,523	53,049	55,702	58,487
ICEA	Maintenance Worker II	Hourly	40	28.8904	30.3351	31.8514	33.4442	35.1163
		Bi-Weekly		2,311.23	2,426.81	2,548.12	2,675.54	2,809.31
		Monthly		5,008	5,258	5,521	5,797	6,087
		Annual		60,092	63,097	66,251	69,564	73,042
ICEA	Office Specialist	Hourly	29	22.0188	23.1197	24.2755	25.4894	26.7639
		Bi-Weekly		1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
		Monthly		3,817	4,007	4,208	4,418	4,639
		Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Planning Technician	Hourly	36	26.1731	27.4817	28.8558	30.2990	31.8139
		Bi-Weekly		2,093.85	2,198.54	2,308.46	2,423.92	2,545.12
		Monthly		4,537	4,764	5,002	5,252	5,514
		Annual		54,440	57,162	60,020	63,022	66,173
ICEA	Police Records Clerk	Hourly	28	21.4817	22.5558	23.6837	24.8678	26.1111
		Bi-Weekly		1,718.54	1,804.46	1,894.69	1,989.42	2,088.88
		Monthly		3,724	3,910	4,105	4,310	4,526
		Annual		44,682	46,916	49,262	51,725	54,311

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective March 20, 2022

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/Dispatcher	Hourly	32	23.7115	24.8971	26.1423	27.4490	28.8216
		Bi-Weekly		1,896.92	1,991.77	2,091.38	2,195.92	2,305.73
		Monthly		4,110	4,316	4,531	4,758	4,996
		Annual		49,320	51,786	54,376	57,094	59,949
ICEA	Police Services Specialist	Hourly	41	29.6125	31.0933	32.6481	34.2803	35.9942
		Bi-Weekly		2,369.00	2,487.46	2,611.85	2,742.42	2,879.54
		Monthly		5,133	5,390	5,659	5,942	6,239
		Annual		61,594	64,674	67,908	71,303	74,868
ICEA	Recreation Assistant	Hourly	29	22.0188	23.1197	24.2755	25.4894	26.7639
		Bi-Weekly		1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
		Monthly		3,817	4,007	4,208	4,418	4,639
		Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Senior Bus Driver	Hourly	37	26.8274	28.1688	29.5774	31.0563	32.6091
		Bi-Weekly		2,146.19	2,253.50	2,366.19	2,484.50	2,608.73
		Monthly		4,650	4,883	5,127	5,383	5,652
		Annual		55,801	58,591	61,521	64,597	67,827
ICEA	Senior Center Assistant	Hourly	29	22.0188	23.1197	24.2755	25.4894	26.7639
		Bi-Weekly		1,761.50	1,849.58	1,942.04	2,039.15	2,141.12
		Monthly		3,817	4,007	4,208	4,418	4,639
		Annual		45,799	48,089	50,493	53,018	55,669
ICEA	Senior Center Leader/Bus Driver	Hourly	33	24.3043	25.5197	26.7957	28.1356	29.5423
		Bi-Weekly		1,944.35	2,041.58	2,143.65	2,250.85	2,363.38
		Monthly		4,213	4,423	4,645	4,877	5,121
		Annual		50,553	53,081	55,735	58,522	61,448
ICEA	Senior Center Specialist	Hourly	37	26.8274	28.1688	29.5774	31.0563	32.6091
		Bi-Weekly		2,146.19	2,253.50	2,366.19	2,484.50	2,608.73
		Monthly		4,650	4,883	5,127	5,383	5,652
		Annual		55,801	58,591	61,521	64,597	67,827
ICEA	Senior Code Enforcement Officer	Hourly	45	32.6870	34.3212	36.0370	37.8389	39.7308
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
ICEA	Senior Recreation Leader	Hourly	19	17.2010	18.0611	18.9639	19.9120	20.9077
		Bi-Weekly		1,376.08	1,444.88	1,517.12	1,592.96	1,672.62
		Monthly		2,982	3,131	3,287	3,451	3,624
		Annual		35,778	37,567	39,445	41,417	43,488

ATTACHMENT A-3

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2022-2023

Effective July 10, 2022 (3% COLA)

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
		Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
		Monthly		5,836	6,128	6,434	6,756	7,094
		Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Administrative Secretary	Hourly	37	27.6337	29.0154	30.4663	31.9899	33.5894
		Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
		Monthly		4,790	5,029	5,281	5,545	5,822
		Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Assistant Planner	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
		Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
		Monthly		5,836	6,128	6,434	6,756	7,094
		Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Building Permit Technician	Hourly	37	27.6337	29.0154	30.4663	31.9899	33.5894
		Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
		Monthly		4,790	5,029	5,281	5,545	5,822
		Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Bus Driver	Hourly	33	25.0351	26.2870	27.6014	28.9817	30.4308
		Bi-Weekly		2,002.81	2,102.96	2,208.12	2,318.54	2,434.46
		Monthly		4,339	4,556	4,784	5,024	5,275
		Annual		52,073	54,677	57,411	60,282	63,296
ICEA	Code Enforcement Officer	Hourly	39	29.0327	30.4841	32.0082	33.6087	35.2889
		Bi-Weekly		2,322.62	2,438.73	2,560.65	2,688.69	2,823.12
		Monthly		5,032	5,284	5,548	5,826	6,117
		Annual		60,388	63,407	66,577	69,906	73,401
ICEA	Deputy City Clerk	Hourly	41	30.5024	32.0274	33.6288	35.3101	37.0755
		Bi-Weekly		2,440.19	2,562.19	2,690.31	2,824.81	2,966.04
		Monthly		5,287	5,551	5,829	6,120	6,426
		Annual		63,445	66,617	69,948	73,445	77,117
ICEA	Engineering Technician	Hourly	40	29.7587	31.2466	32.8091	34.4495	36.1721
		Bi-Weekly		2,380.69	2,499.73	2,624.73	2,755.96	2,893.77
		Monthly		5,158	5,416	5,687	5,971	6,270
		Annual		61,898	64,993	68,243	71,655	75,238
ICEA	Finance Analyst	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
		Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
		Monthly		5,836	6,128	6,434	6,756	7,094
		Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Finance Technician	Hourly	36	26.9596	28.3077	29.7231	31.2091	32.7697
		Bi-Weekly		2,156.77	2,264.62	2,377.85	2,496.73	2,621.58
		Monthly		4,673	4,907	5,152	5,410	5,680
		Annual		56,076	58,880	61,824	64,915	68,161

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective July 10, 2022 (3% COLA)

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Human Resources Specialist	Hourly	38	28.3245	29.7409	31.2279	32.7894	34.4288
		Bi-Weekly		2,265.96	2,379.27	2,498.23	2,623.15	2,754.31
		Monthly		4,910	5,155	5,413	5,684	5,968
		Annual		58,915	61,861	64,954	68,202	71,612
ICEA	Janitor	Hourly	20	18.1606	19.0688	20.0221	21.0231	22.0740
		Bi-Weekly		1,452.85	1,525.50	1,601.77	1,681.85	1,765.92
		Monthly		3,148	3,305	3,471	3,644	3,826
		Annual		37,774	39,663	41,646	43,728	45,914
ICEA	Library Technician	Hourly	29	22.6803	23.8144	25.0053	26.2558	27.5688
		Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
		Monthly		3,931	4,128	4,334	4,551	4,779
		Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Maintenance Aide	Hourly	25	20.5471	21.5745	22.6534	23.7861	24.9755
		Bi-Weekly		1,643.77	1,725.96	1,812.27	1,902.88	1,998.04
		Monthly		3,562	3,740	3,927	4,123	4,329
		Annual		42,738	44,875	47,119	49,475	51,949
ICEA	Maintenance Lead Worker	Hourly	43	32.0466	33.6490	35.3317	37.0986	38.9534
		Bi-Weekly		2,563.73	2,691.92	2,826.54	2,967.88	3,116.27
		Monthly		5,555	5,833	6,124	6,430	6,752
		Annual		66,657	69,990	73,490	77,165	81,023
ICEA	Maintenance Worker I	Hourly	31	23.8284	25.0197	26.2707	27.5841	28.9635
		Bi-Weekly		1,906.27	2,001.58	2,101.65	2,206.73	2,317.08
		Monthly		4,130	4,337	4,554	4,781	5,020
		Annual		49,563	52,041	54,643	57,375	60,244
ICEA	Maintenance Worker II	Hourly	40	29.7587	31.2466	32.8091	34.4495	36.1721
		Bi-Weekly		2,380.69	2,499.73	2,624.73	2,755.96	2,893.77
		Monthly		5,158	5,416	5,687	5,971	6,270
		Annual		61,898	64,993	68,243	71,655	75,238
ICEA	Office Specialist	Hourly	29	22.6803	23.8144	25.0053	26.2558	27.5688
		Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
		Monthly		3,931	4,128	4,334	4,551	4,779
		Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Planning Technician	Hourly	36	26.9596	28.3077	29.7231	31.2091	32.7697
		Bi-Weekly		2,156.77	2,264.62	2,377.85	2,496.73	2,621.58
		Monthly		4,673	4,907	5,152	5,410	5,680
		Annual		56,076	58,880	61,824	64,915	68,161
ICEA	Police Records Clerk	Hourly	28	22.1274	23.2337	24.3952	25.6149	26.8957
		Bi-Weekly		1,770.19	1,858.69	1,951.62	2,049.19	2,151.65
		Monthly		3,835	4,027	4,229	4,440	4,662
		Annual		46,025	48,326	50,742	53,279	55,943

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective July 10, 2022 (3% COLA)

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	Hourly	32	24.4240	25.6452	26.9274	28.2736	29.6870
		Bi-Weekly		1,953.92	2,051.62	2,154.19	2,261.88	2,374.96
		Monthly		4,234	4,445	4,667	4,901	5,146
		Annual		50,802	53,342	56,009	58,809	61,749
ICEA	Police Services Specialist	Hourly	41	30.5024	32.0274	33.6288	35.3101	37.0755
		Bi-Weekly		2,440.19	2,562.19	2,690.31	2,824.81	2,966.04
		Monthly		5,287	5,551	5,829	6,120	6,426
		Annual		63,445	66,617	69,948	73,445	77,117
ICEA	Recreation Assistant	Hourly	29	22.6803	23.8144	25.0053	26.2558	27.5688
		Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
		Monthly		3,931	4,128	4,334	4,551	4,779
		Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Senior Bus Driver	Hourly	37	27.6337	29.0154	30.4663	31.9899	33.5894
		Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
		Monthly		4,790	5,029	5,281	5,545	5,822
		Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Senior Center Assistant	Hourly	29	22.6803	23.8144	25.0053	26.2558	27.5688
		Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
		Monthly		3,931	4,128	4,334	4,551	4,779
		Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Senior Center Leader/Bus Driver	Hourly	33	25.0351	26.2870	27.6014	28.9817	30.4308
		Bi-Weekly		2,002.81	2,102.96	2,208.12	2,318.54	2,434.46
		Monthly		4,339	4,556	4,784	5,024	5,275
		Annual		52,073	54,677	57,411	60,282	63,296
ICEA	Senior Center Specialist	Hourly	37	27.6337	29.0154	30.4663	31.9899	33.5894
		Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
		Monthly		4,790	5,029	5,281	5,545	5,822
		Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Senior Code Enforcement Officer	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
		Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
		Monthly		5,836	6,128	6,434	6,756	7,094
		Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Senior Recreation Leader	Hourly	19	17.7178	18.6038	19.5341	20.5111	21.5365
		Bi-Weekly		1,417.42	1,488.31	1,562.73	1,640.88	1,722.92
		Monthly		3,071	3,225	3,386	3,555	3,733
		Annual		36,853	38,696	40,631	42,663	44,796

ATTACHMENT A-4

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2023-2024

Effective July 9, 2023 (3% COLA)

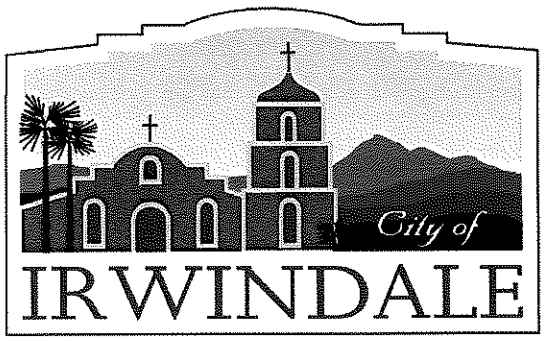
Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Administrative Secretary	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Assistant Planner	0	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Building Permit Technician	0	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Code Enforcement Officer	1	Hourly	39	29.9038	31.3990	32.9692	34.6178	36.3486
			Bi-Weekly		2,392.31	2,511.92	2,637.54	2,769.42	2,907.88
			Monthly		5,183	5,443	5,715	6,000	6,300
			Annual		62,200	65,310	68,576	72,005	75,605
ICEA	Deputy City Clerk	0	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Engineering Technician	3	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Finance Analyst	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Finance Technician	1	Hourly	36	27.7683	29.1567	30.6144	32.1452	33.7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Human Resources Specialist	0	Hourly	38	29.1740	30.6327	32.1644	33.7726	35.4611
			Bi-Weekly		2,333.92	2,450.62	2,573.15	2,701.81	2,836.88
			Monthly		5,057	5,310	5,575	5,854	6,147
			Annual		60,682	63,716	66,902	70,247	73,759
ICEA	Janitor	1	Hourly	20	18.7053	19.6404	20.6226	21.6538	22.7365
			Bi-Weekly		1,496.42	1,571.23	1,649.81	1,732.31	1,818.92
			Monthly		3,242	3,404	3,575	3,753	3,941
			Annual		38,907	40,852	42,895	45,040	47,292
ICEA	Library Technician	1	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Maintenance Aide	4	Hourly	25	21.1635	22.2216	23.3327	24.4995	25.7245
			Bi-Weekly		1,693.08	1,777.73	1,866.62	1,959.96	2,057.96
			Monthly		3,668	3,852	4,044	4,247	4,459
			Annual		44,020	46,221	48,532	50,959	53,507
ICEA	Maintenance Lead Worker	1	Hourly	43	33.0082	34.6587	36.3918	38.2115	40.1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
ICEA	Maintenance Worker I	0	Hourly	31	24.5433	25.7707	27.0591	28.4120	29.8327
			Bi-Weekly		1,963.46	2,061.65	2,164.73	2,272.96	2,386.62
			Monthly		4,254	4,467	4,690	4,925	5,171
			Annual		51,050	53,603	56,283	59,097	62,052
ICEA	Maintenance Worker II	6	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Office Specialist	3	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Planning Technician	1	Hourly	36	27.7683	29.1567	30.6144	32.1452	33.7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Police Records Clerk	0	Hourly	28	22.7913	23.9308	25.1274	26.3837	27.7029
			Bi-Weekly		1,823.31	1,914.46	2,010.19	2,110.69	2,216.23
			Monthly		3,951	4,148	4,355	4,573	4,802
			Annual		47,406	49,776	52,265	54,878	57,622

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	25.1567	26.4144	27.7351	29.1216	30.5779
			Bi-Weekly		2,012.54	2,113.15	2,218.81	2,329.73	2,446.23
			Monthly		4,361	4,579	4,807	5,048	5,300
			Annual		52,326	54,942	57,689	60,573	63,602
ICEA	Police Services Specialist	1	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Recreation Assistant	0	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Bus Driver	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Center Assistant	1	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Senior Center Specialist	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Code Enforcement Officer	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Senior Recreation Leader	3	Hourly	19	18.2495	19.1620	20.1202	21.1264	22.1827
			Bi-Weekly		1,459.96	1,532.96	1,609.62	1,690.12	1,774.62
			Monthly		3,163	3,321	3,488	3,662	3,845
			Annual		37,959	39,857	41,850	43,943	46,140



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF IRWINDALE AND

THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION

JULY 1, 2021 – JUNE 30, 2024

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

SECTION 01.01 UNIT & UNION RECOGNITION

For the purposes of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq), City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the "City") hereby affirms its recognition of the Irwindale Management Employees Association (hereinafter referred to, along with any successor organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive recognized employee organization for the Management Unit, consisting of all regular full-time mid-management and professional employees, who are not at-will or covered by individual contract, and who are designated by the classifications set forth in Attachment "A" hereto (hereinafter referred to as the "Unit").

SECTION 01.02 FILING OF PETITIONS

This Memorandum of Understanding (hereinafter referred to as the "MOU") shall bar the filing of a Petition of Certification or Petition for Decertification of a recognized employee organization for the above identified employee representation unit during the term of this MOU; except that a Petition for Certification or a Petition for Decertification may be filed with the City Clerk of the City during a period beginning not earlier than one hundred and fifty (150) calendar days and ending not less than ninety (90) calendar days before expiration of said MOU.

ARTICLE 02
TERM OF MOU

SECTION 02.01 TERM ESTABLISHED

The term of this MOU shall be effective from and after July 1, 2021 and shall expire at midnight on June 30, 2024.

ARTICLE 03
SCOPE OF BARGAINING

SECTION 03.01 AGREED SUBJECTS OUTSIDE SCOPE OF BARGAINING

The parties hereto agree that the City shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining, except those subjects, which have not been expressly abridged by specific provisions of this MOU or by law. Those subjects agreed by the parties to be outside the scope of bargaining shall include, but are not to be limited to, the following:

A. Determine issues of policy and make management decisions;

B. Take any and all necessary action to carry out the mission of the City in emergencies;

C. Determine the mission of the City's constituent departments, divisions, boards, commissions and committees;

D. Determine the existence or nonexistence of facts which are the basis of any management decision;

E. Determine the necessity, organization or level of any service or activity conducted by the City and to expand or diminish such services or activities;

F. Determine the nature, manner, means and technology and extent of services to be provided to the public;

G. Determine and/or establish types of equipment or technology to be used;

H. Determine and/or change the facilities, methods, technology, means, and size of the work force by which City operations are to be conducted;

I. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions;

J. Determine policies, procedures and standards pertaining to City operations and activities;

K. Determine and/or establish methods of financing;

L. Hire, transfer, promote and demote Unit members for non-disciplinary reasons, in accordance with this MOU and the City Personnel Rules and Regulations;

M. Determine the need and use of personnel information for Unit members and the means by which the information is to be provided, with Unit members retaining their rights to privacy as provided by law.

N. Determine and/or modify Unit member job qualifications and/or classifications;

O. Determine and/or change work assignments for Unit members in accordance with requirements as determined by the City;

P. Determine Unit member performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;

Q. Relieve Unit members from duties for lack of work or similar non-disciplinary reasons;

R. Discharge, suspend, demote or otherwise discipline Unit members for proper cause, subject to Unit member's appropriate rights of appeal; and

S. Determine and promulgate and/or modify rules and regulations to maintain order and safety in the City, which are not in contravention with this MOU.

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

SECTION 04.01 MEMBERSHIP AND DUES DEDUCTION

Recognized Employee Organization is the exclusive bargaining agent for the Unit and shall have the sole and exclusive right to have membership dues and other authorized payments deducted for member employees covered by this Agreement by the City.

Recognized Employee Organization shall certify that it has and will maintain authorizations signed by each member employee for the deduction of membership dues and other authorized payments, and shall provide the certification to the City on an annual basis. Recognized Employee Organization shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or the terms of the authorization.

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions on the first and second paychecks of each month (twenty-four times per calendar year) of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

Membership within and/or payment of any dues or fees to Recognized Employee Organization shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Recognized Employee Organization.

SECTION 04.02 INDEMNIFICATION OF CITY

Recognized Employee Organization agrees to hold the City harmless and to indemnify the City against any claims, causes of actions, or lawsuits arising out of the deduction or transmittal of such funds to the Recognized Employee Organization caused by the Recognized Employee Organization's negligence.

SECTION 04.03 REPRESENTATIVES' RIGHTS

The Recognized Employee Organization may select a total of four (4) representatives for the Unit. The Recognized Employee Organization shall give to the City a written list of Unit members who have been selected as representatives. The Recognized Employee Organization shall keep this list current.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. To investigate and process means to discuss the matter with the grievant, record information, advise or recommend

action, assist in the completion of documents necessary for the formal grievance processing, investigate allegations which may form the basis for the grievance, and, if so requested, appear with the grievant at the first formal level of grievance resolution. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their department head before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. Upon entering another represented Unit member's work place on employee organization business, the representative shall obtain permission from the Unit member's department director. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative. Both permission and denial of a request to leave a work location by a representative shall be recorded with a signature by the immediate supervisor. Notations as to the reasons for a possible denial of the request and the time when time may be expected to be made available should be recorded.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communications between the City and the Recognized Employee Organization.

SECTION 04.04 ALLOWED TIME FOR REPRESENTATIVES

The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours, unless prior approval of an amount greater than two (2) hours has been given by the City Manager, subject to absences from the assigned work being approved by the Unit member's department director with permission being granted promptly unless such absence would cause an undue interruption of work.

SECTION 04.05 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND PROVISION OF NEW EMPLOYEE INFORMATION (AB 119 PROVISIONS)

The City will notify the Recognized Employee Organization President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Recognized Employee Organization President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The Recognized Employee Organization shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Recognized Employee Organization President a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT

The Recognized Employee Organization, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Section by any Unit member shall constitute a just cause for discipline pursuant to Article 5.03 herein. Taking joint action or joining other employee organizations to engage in such activity is included in this prohibition.

SECTION 05.02 CITY PROHIBITED CONDUCT

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

SECTION 05.03 EMPLOYEE ORGANIZATION RESPONSIBILITY

In the event that the Recognized Employee Organization, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in Section 05.01 herein, the Recognized Employee Organization shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU, and require that all such persons immediately cease engaging in conduct prohibited in Section 05.01 herein, and return to work.

If Recognized Employee Organization acts in good faith to meet its responsibilities as set forth above, then Recognized Employee Organization, its officers, agents, representatives and its members shall not be liable for any damages for prohibited conduct engaged in by any Unit members who are covered by this MOU.

SECTION 05.04 CITY RIGHTS

Notwithstanding Section 05.03 herein, the City shall have the right to bring suit for damages and/or equitable relief in the Courts for breach of this Article against the Recognized Employee Organization, its officers, agents, representatives or members.

ARTICLE 06
BASIC COMPENSATION PLAN & OTHER BENEFITS

SECTION 06.01 BASIC COMPENSATION PLAN

The City has established a basic compensation plan through Council Resolution for all represented Unit members listed in Attachment "A" hereto.

SECTION 06.02 LEVEL OF COMPENSATION

The level of compensation shall be determined on a merit basis and Unit members shall initially be placed at the time of appointment by the City Manager at a level of compensation not to exceed that which is established in the compensation resolution. No merit increases granted may exceed

the maximum of the duly established range. No merit increases or any other salary adjustments shall be granted without a current performance evaluation.

SECTION 06.03 SALARY AND WAGE SCHEDULES

A. FY 2021-22: Effective December 8, 2021 and retroactive to July 11, 2021 per Resolution No. 2021-122-3244, the City adjusted the base salary of IMEA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report, set to the 50th percentile, rounding to nearest highest range, and using the 38-hour work week adjustment. The 38-hour work week adjustment reflects a 5% reduction in comparative pay for the reduced work week hours from the standard surveyed 40-hour work week. Retroactivity was limited to those Unit Members employed by the City on December 8, 2021. Any filled position that exceeded the 50th percentile remained unchanged and was not reduced. The salary schedule is set forth in Attachment A-1.

B. FY 2021-22: Effective December 12, 2021, per the adoption of Resolution No. 2021-122-3244, the City adjusted the base salary of IMEA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report, set to the 50th percentile, rounding to nearest highest range, using the 40-hour unadjusted work week. All employees will work a 40-hour work week. Any filled position that exceeded the 50th percentile at the time of implementation remained unchanged and was not reduced. The salary schedule is set forth in Attachment A-2.

C. FY 2022-23: Effective the first payroll period commencing on or after July 1, 2022, there shall be a 3% base salary COLA increase for all IMEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA with base salary ranges increasing by the COLA amount. The salary schedule is set forth in Attachment A-3.

D. FY 2023-24: Effective the first payroll period commencing on or after July 1, 2023, there shall be a 3% base salary COLA increase for all IMEA represented employee classifications. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA with base salary ranges increasing by the COLA amount. The salary scheduled as set forth in Attachment A-4.

SECTION 06.04 EDUCATION INCENTIVE PAY

A. Non-sworn Unit members shall be provided an education incentive as follows:

1. Unit members with A.A./A.S. degrees or Junior status at college or university. Unit members who have been awarded at minimum an Associate in Arts ("AA") degree, an Associate of Science ("A.S.) degree or achieved at least "Junior" year status at a four year college or university or higher will receive an additional one thousand two hundred dollars ($1,200) per year maximum as an education incentive bonus to their base

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

2. Unit members with B.A/B.S. degrees. Unit members who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

3. Unit members with Master's degree. Unit members who have a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

4. Unit members without a degree or less than Junior status at college or university. Unit members who do not meet the degree or educational requirement in subsections 1-3 above, shall be provided an education incentive at a rate of five dollars ($5.00) per month for each three (3) units completed, up to a maximum of one-hundred dollars ($100.00) per month for courses taken while employed with the City. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

B. Sworn Unit members shall be entitled to receive education incentive bonus pay in addition to basic compensation (with a maximum educational incentive bonus of fifteen (15%) percent of basic compensation) for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates and College or University degrees as set forth by the percentages of basic compensation listed below (but with no doubling of degrees such as two BA degrees, two MA degrees, etc.):

2 ½%	Bonus for each Intermediate Certificate;
2 ½%	Bonus for each Advanced Certificate;
2 ½%	Bonus for each Supervisory Certificate;
2 ½%	Bonus for Post Management Certificate or AA/AS degree;
2 ½%	Bonus for each BA/BS degree;
2 ½%	Bonus for each MA/MS degree.
15%	Maximum educational incentive bonus

SECTION 06.05 ANNUAL SERVICE AWARD PAY

IMEA Unit members shall be entitled on each qualifying Unit member's fifth (5th) consecutive employment year to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Annual Employee Service Award Luncheon. If there is no Award Luncheon planned for the year, payment of the service award on a separate check shall coincide with the first paycheck in December of the qualifying year. The Unit member must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 06.06 BILINGUAL BONUS PAY

Unit members shall be paid bilingual pay at a rate of two and one-half percent (2 ½%) of the Unit members' basic rate of pay upon passing a verbal bilingual exam. The Unit member 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 Unit members 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.

SECTION 06.07 CELL PHONES

Department directors will determine which employee classifications will be issued a City provided and paid for cell phone based on a determination by the Department director that the employee's use of a cell phone is required in order to carry out official City duties.

SECTION 06.08 SICK LEAVE ACCRUAL

Unit members shall accrue sick leave at the rate of 3.693 hours bi-weekly. All full-time regular and probationary unit members are eligible to use sick leave beginning on the 90th day of employment. Any request for use prior to the 90th day of employment will require prior approval of the Unit member's department director and the City Manager. Use of sick leave shall be in accordance with City Personnel Rules Section 14.20.

SECTION 06.09 VACATION ACCRUAL

Unit members shall accrue vacation leave in accordance with the formula below with an accrual cap of three hundred (300) hours, over which the Unit member shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring the Unit member's accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly is as follows:

Years of Service	Hours Accrued Bi-Weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Unit member's anniversary date of commencement of full-time continuous employment with the City.

A probationary Unit member shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the Unit member's department director and the City Manager.

SECTION 06.10 HOLIDAY DATES

The holiday dates authorized by the previous IMEA MOU continued up to December 12, 2021. Effective December 12, 2021, all Unit members shall have the following designated holidays. It should be understood that other employee groups may follow a different holiday schedule

depending on days and hours worked. These provisions shall supersede any of the City Personnel Rules governing the matters addressed in this Section.

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

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

SECTION 06.11 FLOATING HOLIDAY

Unit members shall have a total bank of one hundred forty (140) hours per calendar year available to them for holidays. When any of the above-listed holiday falls on a regular workday or in the case of a Sunday holiday which is celebrated on the following Monday as determined by the City Manager, eight (8) to ten (10) hours, depending on Unit member's regular work hours, will be deducted from the holiday bank of hours for each such holiday, and the holiday will be celebrated in the normal manner. At the beginning of each calendar year, the City will determine and distribute its holiday schedule. Based thereon, the total number of holidays will be deducted from the holiday bank of hours. Each Unit member will then be credited with the balance of the remaining one hundred forty (140) holiday bank hours, which may be used as floating holiday hours in a manner similar to that of vacation leave hours. All floating holiday hours must be used in the calendar year in which they were credited to the Unit member. Any floating holiday hours not used by the end of the calendar year will be cashed out and included in the first paycheck in January of the following year.

SECTION 06.12 ADMINISTRATIVE LEAVE

Unit members considered exempt under the federal Fair Labor Standards Act (FLSA) shall each be credited administrative leave of thirty (30) hours each calendar year. All administrative leave hours must be used in the calendar year in which they were credited to the Unit member. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to the Unit member. Any unused administrative leave hours will be cashed out and included in the first paycheck in January of the following year.

SECTION 06.13 HIGHER CLASSIFICATION PAY

Any Unit member requested to work in a higher classification job for more than one consecutive week shall be paid, upon the second consecutive week working in the higher classification job, a 5% base salary increase or step one of the higher classification range, whichever is greater. The

higher classification pay shall be applied to the entire compensable period the employee worked at the higher classification job and shall be paid retroactive back to the first day of such higher classification work. An employee will be considered to have engaged in performing services in a higher classification job where it is determined that 50% or more of the employee's daily work has been undertaken in the performance of duties that are within the job classification of the higher position and which are not in the job classification of the employee's current classification.

ARTICLE 07
HOURS AND WORK SCHEDULES

SECTION 07.01 NORMAL WORKWEEK

The City Personnel Rules Section 6.05 defines the City's normal forty (40) hour workweek and provides for alternative workweek scheduling, as described more fully below.

At the end of the calendar year, the City Manager and the City Council may authorize the closure of some City facilities for a period not to exceed three (3) weeks. During this period of time, payment of base salaries shall be suspended. However, the employee shall continue to accrue benefits such as leave time, and City-funded benefits including but not limited to funding of insurance, shall continue in effect. During said period of time, individual employees may elect to compensate themselves by means of use of earned and accrued compensatory time off, earned and accrued administrative leave, earned and accrued vacation or earned and accrued floating holiday time. The City Manager may authorize, on a case-by-case basis, an impacted employee to work during the end-of-year closure to meet critical work deadlines or demands.

SECTION 07.02 ALTERNATIVE 4/10 WORK SCHEDULE

The normal workweek authorized by the previous IMEA MOU continued up to December 12, 2021. Effective December 12, 2021, Unit members may be on any of the following alternative 4/10 work week schedules:

A. On a 4/40 work schedule, commencing on Monday and concluding on Thursday, or commencing on Tuesday and concluding on Friday, of each calendar week, and that each work day shall consist of ten (10) hours worked per day.

B. On a 9/80 work schedule, commencing on Monday and concluding on Thursday of each calendar week, working nine (9) hours per day, with every other Friday off. On the Fridays that the Unit member is working, the work day shall consist of eight (8) hours worked per day.

C. On a 5/40 work schedule, commencing on Monday and concluding on Friday of each calendar week, and that the work days shall consist of eight (8) hours worked per day.

Non-exempt Unit members will be provided two fifteen (15) minute rest periods during the day and one thirty (30) minute unpaid lunch period. Scheduling of rest and lunch periods shall be at the sole discretion of the Unit member's department director, but in no case shall the Unit member be denied either a lunch or rest period. Employees shall be allowed to combine the two fifteen (15) minute paid rest periods with the thirty (30) minute unpaid lunch, for a one (1) hour lunch period. Rest period is not cumulative beyond the scheduled workday within which the rest period occurs. Lunch periods shall also not be used to shorten the work day.

SECTION 07.03 BEREAVEMENT LEAVE

City Personnel Rules Section 14.25 provide for bereavement leave. The bereavement leave authorized by the previous IMEA MOU continued up to December 12, 2021. Effective December 12, 2021, Unit members shall be entitled to bereavement leave of four (4) days and 40 total hours for Unit members on a 4/40 schedule and five (5) days and 40 total hours for Unit members on a 9/80 or 5/40 work schedule.

SECTION 07.04 OVERTIME

The overtime authorized by the previous IMEA MOU continued up to December 12, 2021. Effective December 12, 2021, for purposes of calculating employee entitlement to overtime pay and/or compensatory time pursuant to the Federal Fair Labor Standards Act ("FLSA") for non-exempt Unit members, the work week shall consist of forty (40) work hours worked per week according to the 4/40, 9/80, or 5/40 work week schedule set forth above. Any non-exempt Unit member covered by this MOU who works in excess of forty (40) hours in any work week shall be entitled to overtime pay and/or compensatory time, according to the method then in effect to compensate Unit members for overtime worked. Floating Holiday hours, sick leave hours, vacation, or compensatory time used, will not be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City Offices are closed, will not be recognized as time worked for purposes of calculating overtime. Employees who work on designated City holidays shall be paid at time and a half. However, if the employee calls in sick the day before or the day after a legal holiday, that employee will only receive overtime based on actual hours worked.

All overtime worked in less than one (1) hour increments in a work shift shall be compensated in the following manner:

Time Worked	Overtime Compensation
0-15 minutes	.25 hour x 1.5
16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

SECTION 07.05 COMPENSATORY LEAVE

City Personnel Rules Section 14.30 provides for compensatory leave. Effective December 12, 2021, eligible non-exempt Unit members may accrue a maximum of eighty (80) hours of compensatory leave.

SECTION 07.06 JURY DUTY

Any Unit member summoned for jury duty shall be entitled to the Unit member's regular rate of pay for up to ten (10) work days, provided the Unit member deposits any fees for service, excluding mileage, with the City. If a Unit member on an alternative work schedule is summoned for jury duty, the department director or designee shall convert the Unit member's usual work shift to a regular five (5) day Monday through Friday shift basis.

SECTION 07.07 WITNESS LEAVE

The City Personnel Rules Section 7.05 JURY DUTY AND WITNESS LEAVE provide for witness leave as follows:

> "Any employee required to be absent from work by proper subpoena issued by a court or other legally empowered agency, shall be entitled to be absent from work at the employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City."

SECTION 07.08 INJURY ON DUTY

Any Unit member considered non-exempt under the Federal Fair Labor Standards Act (FLSA) assigned to light-duty status, will generally be assigned to work his or her normal assigned work days and hours. Any exceptions to this schedule may be made with appropriate advanced notice to the employee with approval of the department director / City Manager. Employees on light-duty status are not authorized to work overtime or accrue compensatory time. Employees will be paid for doctor appointments and/or treatment that occurs during light duty work hours, but not for appointments and/or treatment that occurs during their scheduled time off.

SECTION 07.09 CALL IN/CALL BACK PAY

Any Unit member considered non-exempt under the Federal Fair Labor Standards Act (FLSA), called into work and who reports for said work on a day other than his/her regular scheduled work day, shall be entitled to a minimum of four (4) hours of work at the appropriate rate and shall perform such duties as assigned.

A non-exempt Unit member called back to work after he/she has completed a regular shift and has left the premises of the City, shall be entitled to a minimum of three (3) hours of work at time and one-half his/her regular rate of pay.

A non-exempt Unit member called to work within one hour before the Unit member's regular shift shall be covered by the overtime rules set forth above in the event the call-in time runs continuous with the Unit member's regular shift. Otherwise, the call-back pay provisions above shall apply where there is a break in time between the call-back assignment and the start of the Unit member's regularly scheduled shift. In no event shall there be an overlap of time resulting in double payment of wages for the same time period nor shall a Unit member earn overtime for regularly scheduled work unless that regularly scheduled work exceeds forty (40) hours in a work week. If the Unit member is called to work more than one hour before the Unit member's regular shift, the call-back pay provisions shall apply.

Any non-exempt Unit member who reports to work on a regularly scheduled work day and on time for work and is put to work shall be guaranteed a minimum of four (4) hours of work and shall be paid for the hours worked, except that Unit members who are scheduled to work less than four (4) hours for that day, will be paid only for time worked.

ARTICLE 08
INSURANCE AND RELATED BENEFITS

SECTION 08.01 MEDICAL BENEFITS

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

SECTION 08.02 DENTAL BENEFITS

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

SECTION 08.03 VISION BENEFITS

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

SECTION 08.04 GROUP LIFE INSURANCE

The City pays one hundred percent (100%) of the premium for a group life insurance policy for Unit members with a benefit coverage of one times the Unit member's annual earnings (as defined in policy) to a maximum of one hundred thousand dollars ($100,000) and coverage for spouse and eligible dependent children of five thousand dollars ($5,000) each.

SECTION 08.05 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City pays one hundred percent (100%) of the premium for an AD&D policy for Unit members which provides benefit coverage of one (1) times annual base salary up to a maximum of $100,000.

SECTION 08.06 ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE

The City offers additional benefit coverage for purchase by Unit members at said member's own expense.

SECTION 08.07 IRS SECTION 125 AND 129 PROGRAM

The City shall use its bests efforts to establish and maintain a plan, to enable qualifying Unit members covered by this MOU to obtain the deductions set forth in § 125 and § 129 of the Internal Revenue Code as regards Health Care and Dependent Care Flexible Spending Accounts. Health Care FSA plans are governed by the rules of Section 125 while Dependent Care FSA plans are governed by the rules of Sections 125 and 129 of the Internal Revenue Code and both will be administered in accordance with those rules.

The FSA plan shall maintain the current cap of five thousand dollars ($5,000) for dependent care expenses and two thousand eight-hundred and fifty dollars ($2,850) for health care expenses, the maximum contribution amounts shall be amended in accordance with applicable laws.

The City and the Recognized Employee Organization acknowledge and agree that, should the Internal Revenue Service determine that City has not or cannot develop or cannot maintain such a qualifying plan, City's failure to do so shall not be deemed a breach of this MOU. The City and the Recognized Employee Organization further acknowledge and agree that City does not and shall not provide legal or tax advice to Unit members covered by this MOU as to whether dependent care and health care expenses are legally tax deductible to or by any such Unit member.

The Section 125 and 129 Program will be in full force and effect unless changed by mutual agreement of the City and Recognized Employee Organization. The Program shall be administered through a vendor selected at the City's sole discretion. While participation in the Section 125 and 129 Program is voluntary, all administrative costs for participation are to be paid by the City.

SECTION 08.08 EAP PROGRAM

The City pays the premium for participation in an Employee Assistance Program for Unit members and their eligible dependents.

SECTION 08.09 STATE DISABILITY INSURANCE

Unit members participate in the state-sponsored short-term disability program at no expense to the City.

SECTION 08.10 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Unit member covered hereunder 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 Unit member can demonstrate, to the satisfaction of the City, that such Unit member has opted out of all three coverage and can demonstrate , to the satisfaction of the City, that such Unit member 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 Unit member with the City. The City shall have the sole and unfettered right to determine whether a Unit member has satisfactorily demonstrated substantially equivalent medical coverage, and any such Unit member 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 of this incentive pay shall be made bi-weekly through the regular payroll system.

ARTICLE 09
RETIREMENT BENEFIT

SECTION 09.01 CalPERS MEMBERSHIP

A. The following provisions in this Section "A" apply to unit members as defined by AB 340 (the California Public Employees' Pension Reform Act of 2013,) as "classic" members of CalPERS.

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 the California Public Employees' Retirement System heretofore approved by the City Council which includes the programs identified below which shall be maintained during the life of this MOU.

1. Section 21354: 2% @ 55 retirement benefit formula for Miscellaneous Unit members.

2. Section 21362.2: 3% @ 50 for Sworn Unit members.

3. Section 21574: Fourth Level 1959 Survivors Benefit allowance.

4. Section 21024: Military Service as Public Service.

5. Section 20042: One Year Final Compensation (for Unit members hired before May 1, 2011).

6. Section 20037: Three Year Average Final Compensation (for Unit members hired on or after May 1, 2011).

7. Section 21427: Improved non-industrial disability allowance.

8. Section 21624 & 21626: Post-retirement survivor allowance.

9. Section 20965: Credit for unused sick leave.

Miscellaneous Classic Members - For Miscellaneous Unit members who are classic members of CalPERS, the City pays only the employer portion of the required contribution and not the required employee contribution (EPMC). The Unit member shall pay the full amount (7% of salary) of the employee contribution rate.

Safety Classic Members - For Safety Unit members who are classic members of CalPERS, the City pays only the employer portion of the required contribution and not the required employee contribution (EPMC). The Unit member shall pay the full amount (9% of salary) of the employee contribution rate.

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU, which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, 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. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

SECTION 09.01 PARS MEMBERSHIP

Pursuant to Government Code §§ 53216 et seq., the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords miscellaneous Unit members the retirement benefit commonly referred to as "1% at 55." The City pays on behalf of each eligible miscellaneous Unit member 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 programs identified in the preceding Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Miscellaneous Unit members hired before January 1, 2007 shall have their PARS benefits 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. Miscellaneous Unit members hired after January 1, 2007 shall have their PARS benefit 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.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current miscellaneous Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four tenths percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing plan features such as the option of lump sum payment, and fixed term payments of 5-6 years. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All miscellaneous Unit members hired before January 1, 2011, shall pay four tenths percent (0.4%) of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For miscellaneous Unit members, hired on or after January 1, 2011 and before January 1, 2013, the City shall pay on behalf of each eligible unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The miscellaneous Unit member shall be required to pay for fifty percent (50%) of the contribution.

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

SECTION 09.02 RETIREE MEDICAL

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents 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.

For Unit members 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. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

SECTION 09.03 DEFERRED COMPENSATION PROGRAM

The City offers Unit members participation in one of two IRS 457 Plans. The City does not contribute to either plan.

ARTICLE 10
MISCELLANEOUS PROVISIONS

SECTION 10.01 ELECTIVE CASH-OUT OF VACATION AND SICK LEAVE

The payment of vacation and sick leave authorized by the previous IMEA MOU continued up to December 12, 2021. Effective December 12, 2021, elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per calendar year of accrued vacation or sick leave to be converted, and in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

A. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the end of the calendar year in which Employee wishes to convert such vacation or sick leave.

B. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

C. Unit members who fail to submit an election by December 15th of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

D. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

E. Unit members will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

F. Unit members may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

The City agrees to provide Sick Leave pay back per the City's Personnel Rule 14.20.4 upon an employee's termination or cash in request, as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

In addition, the parties hereto modify/clarify the City's Personnel Rules Section 14.15.4 such that accrued vacation hours which exceed the agreed upon limit, which is currently three hundred (300) hours shall be either utilized or paid at the Unit members "basic rate of pay" as opposed to "regular rate of pay" which is consistent with past practice. Cash out of both vacation and sick leave shall be paid at the Unit member's "basic rate of pay" as opposed to "regular rate of pay." Cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of vacation or sick leave upon termination of employment or retirement from the City.

SECTION 10.02 DIRECT DEPOSIT REQUIREMENT

The City shall maintain a mandatory requirement for participation in direct deposit for payroll for all Unit members hired after July 8, 2001.

SECTION 10.03 TUITION REIMBURSEMENT

Tuition reimbursement authorized by the previous IMEA MOU continued up to December 12, 2021. Effective December 12, 2021, City Personnel Rules Section 15.25 as applied to Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at twenty thousand dollars ($20,000) tuition per fiscal year to be used exclusively by IMEA members only during the term of this contract. IMEA members applying for tuition reimbursement will initially receive 20% of the allocated $20,000. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the

remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

To be eligible for reimbursement, employees must have completed their probationary period. Reimbursement requests must be submitted within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the department director and the City Manager and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related text books are required to turn the books in to the Human Resources Department. Text books should not be marked or written in and they must be in usable condition.

SECTION 10.04 UNIFORM ALLOWANCE

Effective December 12, 2021, Unit members listed in the classifications below are eligible to receive a one-time reimbursement of up to $200 for one (1) pair of safety shoes/boots as required by department director:

1. Assistant Engineer
2. Assistant City Engineer
3. Community Development Manager/City Planner
4. Construction Compliance Manager
5. Public Works Maintenance Supervisor
6. Project Manager – Construction Compliance
7. Senior Planner

SECTION 10.05 UNIFORM ALLOWANCE FOR POLICE SWORN EMPLOYEE

The sworn full-time positions of Police Captain and Police Lieutenant in the Police Department shall receive an annual uniform allowance in the amount of one thousand four hundred dollars ($1,400.00), paid the second paycheck in July of each year.

SECTION 10.06 POLICE OFFICER SIDEARMS

For sworn full-time employees in the position of Police Captain and Police Lieutenant, the City shall replace sidearms at its discretion based upon its determination of its useful life. This language shall replace the requirement to replace sidearms after a period of five years. The City shall maintain an officer's department issued sidearm and have it inspected on a bi-annual basis by an approved armorer. The City will allow for an officer to carry his/her personally owned sidearm while on duty. Personally owned sidearms must be selected from a mutually agreed upon list of weapons with ammunition selected and approved by the Chief of Police. An officer choosing to use his/her personally owned sidearm will be responsible for the purchase, maintenance, and bi-annual inspection of that sidearm by an armorer certified for the exact weapon chosen, as well as all accessories associated with that sidearm. A Police Captain and

Police Lieutenant who separates from employment in good standing having a minimum five (5) years of full-time service as an Irwindale police officer shall be entitled to retain their duty weapon, but shall be required to pay fair market value for their duty weapon.

ARTICLE 11
COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING

SECTION 11.01 COMPLETION OF NEGOTIATIONS

The terms and conditions set forth in this MOU represent the full and complete understanding between the parties. During the term of this MOU, the Recognized Employee Organization expressly waives the right to meet and negotiate with respect to any subject covered in this MOU, unless modified through the voluntary, mutual consent of the parties.

SECTION 11.02 FULL INTEGRATION

This MOU terminates and supersedes those partial practices, agreements, procedures, traditions, and rules or regulations inconsistent with any matters covered in this MOU. The parties agree that during the negotiation that culminated in this MOU, each party enjoyed the opportunity to make demands and proposals with respect to any matter, even though some matters were proposed and later withdrawn, and that the understandings and agreements arrived at after the exercise of that right and opportunity are executed in this MOU. However, all provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU.

SECTION 11.03 REOPENERS

Notwithstanding the provisions of Sections 11.01 and 11.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

A. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution;

B. Updating the City Personnel Rules;

C. Updating the City's job description/specifications;

D. Updating and/or creating a City Cell Phone Policy;

E. Creating a City Wellness Program;

F. Creating a City Employee Rewards and Recognition Program;

G. Discuss bargaining unit modification whereby ICEA and IMEA represented bargaining units would be combined into one bargaining unit represented by one employee organization; and

H. Discuss the feasibility of participation in City funded Post Employment Health Plan (PEHP) that would fund retiree dental and vision benefits.

I. Meet to determine classifications in the IMEA represented unit membership based on the definition included in the EERR.

ARTICLE 12
EMERGENCY WAIVER PROVISION

SECTION 12.01 WAIVER GRANTED

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Recognized Employee Organization shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

ARTICLE 13
DRAFTING PROVISIONS

SECTION 13.01 SEVERABILITY DECLARED

Should any provision of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

SECTION 13.02 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 13.03 MODIFICATION

This MOU may only be modified or amended by written agreement between the parties, which then must be approved by Council resolution.

ARTICLE 14
RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution, which will provide for the changes contained in said joint recommendation. The City and the Recognized Employee Organization acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

Subject to the foregoing, this MOU is hereby executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this ___ day of _____, 2023.

CITY OF IRWINDALE	**THE IRWINDALE MANAGEMENT EMPLOYEES ASSOCIATION**
Julian A. Miranda, City Manager/Municipal Employee Relations Representative	John Fraijo, IMEA President
Adrian R. Guerra, Esq., City Attorney	Laura M. Nieto, IMEA Secretary
Mary Hull, Human Resources/Risk Manager	

ATTACHMENT "A"
IMEA UNIT MEMBERS

Classification Title

Aquatics Supervisor

Assistant City Engineer

Assistant Engineer

Assistant to the City Manager

Associate Engineer

Associate Planner

Benefits Administrator

Chief Deputy City Clerk

City Librarian

Community Development Manager/ City Planner

Construction Compliance Manager

Economic Development Coordinator

Executive Assistant

Finance Manager

Housing Coordinator

Human Resources/ Risk Manager

Information Technology Manager

Management Analyst

Police Captain

Police Lieutenant

Project Manager – Construction Compliance

Project Manager – Mining

Public Works Maintenance Supervisor

Public Works Services Manager

Recreation Manager

Recreation Supervisor

Senior Center Manager

Senior Finance Analyst

Senior Human Resources/ Risk Management Analyst

Senior Management Analyst

Senior Planner

ATTACHMENT A-1

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	Hourly	45	34.4074	36.1275	37.9337	39.8305	41.8219
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
IMEA	Assistant City Engineer	Hourly	62	52.3548	54.9722	57.7206	60.6068	63.6371
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Assistant Engineer	Hourly	50	38.9286	40.8750	42.9185	45.0648	47.3178
		Bi-Weekly		2,958.58	3,106.50	3,261.81	3,424.92	3,596.15
		Monthly		6,410	6,731	7,067	7,421	7,792
		Annual		76,923	80,769	84,807	89,048	93,500
IMEA	Assistant to the City Manager	Hourly	61	51.0774	53.6316	56.3133	59.1285	62.0850
		Bi-Weekly		3,881.88	4,076.00	4,279.81	4,493.77	4,718.46
		Monthly		8,411	8,831	9,273	9,737	10,223
		Annual		100,929	105,976	111,275	116,838	122,680
IMEA	Associate Engineer	Hourly	54	42.9696	45.1184	47.3740	49.7429	52.2303
		Bi-Weekly		3,265.69	3,429.00	3,600.42	3,780.46	3,969.50
		Monthly		7,076	7,430	7,801	8,191	8,601
		Annual		84,908	89,154	93,611	98,292	103,207
IMEA	Associate Planner	Hourly	47	36.1488	37.9565	39.8543	41.8472	43.9393
		Bi-Weekly		2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
		Monthly		5,953	6,250	6,563	6,891	7,235
		Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Chief Deputy City Clerk	Hourly	56	45.1452	47.4023	49.7728	52.2611	54.8740
		Bi-Weekly		3,431.04	3,602.58	3,782.73	3,971.85	4,170.42
		Monthly		7,434	7,806	8,196	8,606	9,036
		Annual		89,207	93,667	98,351	103,268	108,431
IMEA	City Librarian	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Community Development Manager/City Planner	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Construction Compliance Manager	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Economic Development Coordinator	Hourly	51	39.9018	41.8968	43.9919	46.1913	48.5010
		Bi-Weekly		3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
		Monthly		6,571	6,899	7,244	7,606	7,987
		Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Executive Assistant	Hourly	42	31.9504	33.5481	35.2252	36.9868	38.8360
		Bi-Weekly		2,428.23	2,549.65	2,677.12	2,811.00	2,951.54
		Monthly		5,261	5,524	5,800	6,091	6,395
		Annual		63,134	66,291	69,605	73,086	76,740
IMEA	Finance Manager	Hourly	66	57.7895	60.6791	63.7131	66.8988	70.2434
		Bi-Weekly		4,392.00	4,611.62	4,842.19	5,084.31	5,338.50
		Monthly		9,516	9,992	10,491	11,016	11,567
		Annual		114,192	119,902	125,897	132,192	138,801
IMEA	Human Resources/Risk Manager	Hourly	65	56.3801	59.1989	62.1589	65.2672	68.5304
		Bi-Weekly		4,284.88	4,499.12	4,724.08	4,960.31	5,208.31
		Monthly		9,284	9,748	10,236	10,747	11,285
		Annual		111,407	116,977	122,826	128,968	135,416
IMEA	Information Technology Manager	Hourly	61	51.0774	53.6316	56.3133	59.1285	62.0850
		Bi-Weekly		3,881.88	4,076.00	4,279.81	4,493.77	4,718.46
		Monthly		8,411	8,831	9,273	9,737	10,223
		Annual		100,929	105,976	111,275	116,838	122,680
IMEA	Management Analyst	Hourly	45	34.4074	36.1275	37.9337	39.8305	41.8219
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
IMEA	Police Captain	Hourly	75	73.6147	77.2955	81.1603	85.2183	89.4792
		Bi-Weekly		5,594.72	5,874.46	6,168.18	6,476.59	6,800.42
		Monthly		12,122	12,728	13,364	14,033	14,734
		Annual		145,463	152,736	160,373	168,391	176,811
IMEA	Police Lieutenant	Hourly	68	61.9297	65.0258	68.2773	71.6913	75.2758
		Bi-Weekly		4,706.65	4,941.96	5,189.08	5,448.54	5,720.96
		Monthly		10,198	10,708	11,243	11,805	12,395
		Annual		122,373	128,491	134,916	141,662	148,745
IMEA	Project Manager - Construction Compliance	Hourly	46	35.2672	37.0309	38.8821	40.8264	42.8674
		Bi-Weekly		2,680.31	2,814.35	2,955.04	3,102.81	3,257.92
		Monthly		5,807	6,098	6,403	6,723	7,059
		Annual		69,688	73,173	76,831	80,673	84,706

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Project Manager - Mining	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Public Works Maintenance Supervisor	Hourly	48	37.0526	38.9054	40.8507	42.8932	45.0380
		Bi-Weekly		2,816.00	2,956.81	3,104.65	3,259.88	3,422.88
		Monthly		6,101	6,406	6,727	7,063	7,416
		Annual		73,216	76,877	80,721	84,757	88,995
IMEA	Public Works Services Manager	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Recreation Manager	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Recreation Supervisor	Hourly	45	34.4074	36.1275	37.9337	39.8305	41.8219
		Bi-Weekly		2,614.96	2,745.69	2,882.96	3,027.12	3,178.46
		Monthly		5,666	5,949	6,246	6,559	6,887
		Annual		67,989	71,388	74,957	78,705	82,640
IMEA	Senior Center Manager	Hourly	60	49.8320	52.3234	54.9398	57.6867	60.5709
		Bi-Weekly		3,787.23	3,976.58	4,175.42	4,384.19	4,603.38
		Monthly		8,206	8,616	9,047	9,499	9,974
		Annual		98,468	103,391	108,561	113,989	119,688
IMEA	Senior Finance Analyst	Hourly	49	37.9793	39.8780	41.8720	43.9656	46.1640
		Bi-Weekly		2,886.42	3,030.73	3,182.27	3,341.38	3,508.46
		Monthly		6,254	6,567	6,895	7,240	7,602
		Annual		75,047	78,799	82,739	86,876	91,220
IMEA	Senior HR/Risk Management Analyst	Hourly	51	39.9018	41.8968	43.9919	46.1913	48.5010
		Bi-Weekly		3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
		Monthly		6,571	6,899	7,244	7,606	7,987
		Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Senior Management Analyst	Hourly	51	39.9018	41.8968	43.9919	46.1913	48.5010
		Bi-Weekly		3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
		Monthly		6,571	6,899	7,244	7,606	7,987
		Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Senior Planner	Hourly	53	41.9216	44.0177	46.2186	48.5299	50.9560
		Bi-Weekly		3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
		Monthly		6,903	7,248	7,611	7,991	8,391
		Annual		82,837	86,979	91,328	95,895	100,689

ATTACHMENT A-2

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	Hourly	47	34.3413	36.0587	37.8615	39.7548	41.7423
		Bi-Weekly		2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
		Monthly		5,953	6,250	6,563	6,891	7,235
		Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Assistant City Engineer	Hourly	64	52.2548	54.8673	57.6111	60.4913	63.5159
		Bi-Weekly		4,180.38	4,389.38	4,608.88	4,839.31	5,081.27
		Monthly		9,058	9,510	9,986	10,485	11,009
		Annual		108,690	114,124	119,831	125,822	132,113
IMEA	Assistant Engineer	Hourly	52	38.8543	40.7971	42.8370	44.9788	47.2279
		Bi-Weekly		3,108.35	3,263.77	3,426.96	3,598.31	3,778.23
		Monthly		6,735	7,072	7,425	7,796	8,186
		Annual		80,817	84,858	89,101	93,556	98,234
IMEA	Assistant to the City Manager	Hourly	63	50.9803	53.5293	56.2058	59.0159	61.9668
		Bi-Weekly		4,078.42	4,282.35	4,496.46	4,721.27	4,957.35
		Monthly		8,837	9,278	9,742	10,229	10,741
		Annual		106,039	111,341	116,908	122,753	128,891
IMEA	Associate Engineer	Hourly	56	42.8880	45.0322	47.2841	49.6481	52.1303
		Bi-Weekly		3,431.04	3,602.58	3,782.73	3,971.85	4,170.42
		Monthly		7,434	7,806	8,196	8,606	9,036
		Annual		89,207	93,667	98,351	103,268	108,431
IMEA	Associate Planner	Hourly	49	36.0803	37.8841	39.7784	41.7673	43.8558
		Bi-Weekly		2,886.42	3,030.73	3,182.27	3,341.38	3,508.46
		Monthly		6,254	6,567	6,895	7,240	7,602
		Annual		75,047	78,799	82,739	86,876	91,220
IMEA	Chief Deputy City Clerk	Hourly	58	45.0591	47.3120	49.6779	52.1615	54.7697
		Bi-Weekly		3,604.73	3,784.96	3,974.23	4,172.92	4,381.58
		Monthly		7,810	8,201	8,611	9,041	9,493
		Annual		93,723	98,409	103,330	108,496	113,921
IMEA	City Librarian	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Community Development Manager/City Planner	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Construction Compliance Manager	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Economic Development Coordinator	Hourly	53	39.8255	41.8168	43.9077	46.1034	48.4082
		Bi-Weekly		3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
		Monthly		6,903	7,248	7,611	7,991	8,391
		Annual		82,837	86,979	91,328	95,895	100,689
IMEA	Executive Assistant	Hourly	43	31.1115	32.6673	34.3005	36.0159	37.8163
		Bi-Weekly		2,488.92	2,613.38	2,744.04	2,881.27	3,025.31
		Monthly		5,393	5,662	5,945	6,243	6,555
		Annual		64,712	67,948	71,345	74,913	78,658
IMEA	Finance Manager	Hourly	68	57.6793	60.5635	63.5918	66.7712	70.1096
		Bi-Weekly		4,614.35	4,845.08	5,087.35	5,341.69	5,608.77
		Monthly		9,998	10,498	11,023	11,574	12,152
		Annual		119,973	125,972	132,271	138,884	145,828
IMEA	Human Resources/Risk Manager	Hourly	67	56.2726	59.0861	62.0404	65.1428	68.3995
		Bi-Weekly		4,501.81	4,726.88	4,963.23	5,211.42	5,471.96
		Monthly		9,754	10,242	10,754	11,291	11,856
		Annual		117,047	122,899	129,044	135,497	142,271
IMEA	Information Technology Manager	Hourly	63	50.9803	53.5293	56.2058	59.0159	61.9668
		Bi-Weekly		4,078.42	4,282.35	4,496.46	4,721.27	4,957.35
		Monthly		8,837	9,278	9,742	10,229	10,741
		Annual		106,039	111,341	116,908	122,753	128,891
IMEA	Management Analyst	Hourly	47	34.3413	36.0587	37.8615	39.7548	41.7423
		Bi-Weekly		2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
		Monthly		5,953	6,250	6,563	6,891	7,235
		Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Police Captain	Hourly	77	73.4745	77.1481	81.0058	85.0558	89.3087
		Bi-Weekly		5,877.96	6,171.85	6,480.46	6,804.46	7,144.69
		Monthly		12,736	13,372	14,041	14,743	15,480
		Annual		152,827	160,468	168,492	176,916	185,762
IMEA	Police Lieutenant	Hourly	71	63.3567	66.5245	69.8510	73.3433	77.0106
		Bi-Weekly		5,068.54	5,321.96	5,588.08	5,867.46	6,160.85
		Monthly		10,982	11,531	12,108	12,713	13,349
		Annual		131,782	138,371	145,290	152,554	160,182
IMEA	Project Manager - Construction Compliance	Hourly	48	35.2000	36.9601	38.8082	40.7486	42.7861
		Bi-Weekly		2,816.00	2,956.81	3,104.65	3,259.88	3,422.88
		Monthly		6,101	6,406	6,727	7,063	7,416
		Annual		73,216	76,877	80,721	84,757	88,995
IMEA	Project Manager - Mining	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective December 12, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Public Works Maintenance Supervisor	Hourly	48	35.2000	36.9601	38.8082	40.7486	42.7861
		Bi-Weekly		2,816.00	2,956.81	3,104.65	3,259.88	3,422.88
		Monthly		6,101	6,406	6,727	7,063	7,416
		Annual		73,216	76,877	80,721	84,757	88,995
IMEA	Public Works Services Manager	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Recreation Manager	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Recreation Supervisor	Hourly	47	34.3413	36.0587	37.8615	39.7548	41.7423
		Bi-Weekly		2,747.31	2,884.69	3,028.92	3,180.38	3,339.38
		Monthly		5,953	6,250	6,563	6,891	7,235
		Annual		71,430	75,002	78,752	82,690	86,824
IMEA	Senior Center Manager	Hourly	62	49.7370	52.2236	54.8346	57.5764	60.4553
		Bi-Weekly		3,978.96	4,177.88	4,386.77	4,606.12	4,836.42
		Monthly		8,621	9,052	9,505	9,980	10,479
		Annual		103,453	108,625	114,056	119,759	125,747
IMEA	Senior Finance Analyst	Hourly	51	37.9067	39.8019	41.7923	43.8817	46.0760
		Bi-Weekly		3,032.54	3,184.15	3,343.38	3,510.54	3,686.08
		Monthly		6,571	6,899	7,244	7,606	7,987
		Annual		78,846	82,788	86,928	91,274	95,838
IMEA	Senior HR/Risk Management Analyst	Hourly	53	39.8255	41.8168	43.9077	46.1034	48.4082
		Bi-Weekly		3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
		Monthly		6,903	7,248	7,611	7,991	8,391
		Annual		82,837	86,979	91,328	95,895	100,689
IMEA	Senior Management Analyst	Hourly	53	39.8255	41.8168	43.9077	46.1034	48.4082
		Bi-Weekly		3,186.04	3,345.35	3,512.62	3,688.27	3,872.65
		Monthly		6,903	7,248	7,611	7,991	8,391
		Annual		82,837	86,979	91,328	95,895	100,689
IMEA	Senior Planner	Hourly	55	41.8418	43.9341	46.1308	48.4370	50.8591
		Bi-Weekly		3,347.35	3,514.73	3,690.46	3,874.96	4,068.73
		Monthly		7,253	7,615	7,996	8,396	8,816
		Annual		87,031	91,383	95,952	100,749	105,787

ATTACHMENT A-3

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2022-2023

Effective July 10, 2022 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	35.3736	37.1423	38.9995	40.9495	42.9971
			Bi-Weekly		2,829.88	2,971.38	3,119.96	3,275.96	3,439.77
			Monthly		6,131	6,438	6,760	7,098	7,453
			Annual		73,577	77,256	81,119	85,175	89,434
IMEA	Assistant City Engineer	1	Hourly	64	53.8250	56.5163	59.3423	62.3096	65.4250
			Bi-Weekly		4,306.00	4,521.31	4,747.38	4,984.77	5,234.00
			Monthly		9,330	9,796	10,286	10,800	11,340
			Annual		111,956	117,554	123,432	129,604	136,084
IMEA	Assistant Engineer	1	Hourly	52	40.0221	42.0231	44.1240	46.3303	48.6466
			Bi-Weekly		3,201.77	3,361.85	3,529.92	3,706.42	3,891.73
			Monthly		6,937	7,284	7,648	8,031	8,432
			Annual		83,246	87,408	91,778	96,367	101,185
IMEA	Assistant to the City Manager	1	Hourly	63	52.5125	55.1380	57.8947	60.7894	63.8288
			Bi-Weekly		4,201.00	4,411.04	4,631.58	4,863.15	5,106.31
			Monthly		9,102	9,557	10,035	10,537	11,064
			Annual		109,226	114,687	120,421	126,442	132,764
IMEA	Associate Engineer	0	Hourly	56	44.1769	46.3856	48.7048	51.1399	53.6971
			Bi-Weekly		3,534.15	3,710.85	3,896.38	4,091.19	4,295.77
			Monthly		7,657	8,040	8,442	8,864	9,308
			Annual		91,888	96,482	101,306	106,371	111,690
IMEA	Associate Planner	1	Hourly	49	37.1644	39.0226	40.9736	43.0221	45.1731
			Bi-Weekly		2,973.15	3,121.81	3,277.88	3,441.77	3,613.85
			Monthly		6,442	6,764	7,102	7,457	7,830
			Annual		77,302	81,167	85,225	89,486	93,960
IMEA	Benefits Administrator	1	Hourly	58	46.4135	48.7341	51.1707	53.7293	56.4159
			Bi-Weekly		3,713.08	3,898.73	4,093.65	4,298.35	4,513.27
			Monthly		8,045	8,447	8,870	9,313	9,779
			Annual		96,540	101,367	106,435	111,757	117,345
IMEA	Chief Deputy City Clerk	1	Hourly	58	46.4135	48.7341	51.1707	53.7293	56.4159
			Bi-Weekly		3,713.08	3,898.73	4,093.65	4,298.35	4,513.27
			Monthly		8,045	8,447	8,870	9,313	9,779
			Annual		96,540	101,367	106,435	111,757	117,345
IMEA	City Librarian	1	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Community Development Manager/City Planner	0	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective July 10, 2022 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Construction Compliance Manager	1	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Economic Development Coordinator	0	Hourly	53	41.0226	43.0736	45.2274	47.4889	49.8635
			Bi-Weekly		3,281.81	3,445.88	3,618.19	3,799.12	3,989.08
			Monthly		7,111	7,466	7,839	8,231	8,643
			Annual		85,327	89,593	94,073	98,777	103,716
IMEA	Executive Assistant	1	Hourly	43	32.0466	33.6490	35.3317	37.0986	38.9534
			Bi-Weekly		2,563.73	2,691.92	2,826.54	2,967.88	3,116.27
			Monthly		5,555	5,833	6,124	6,430	6,752
			Annual		66,657	69,990	73,490	77,165	81,023
IMEA	Finance Manager	1	Hourly	68	59.4130	62.3837	65.5029	68.7779	72.2168
			Bi-Weekly		4,753.04	4,990.69	5,240.23	5,502.23	5,777.35
			Monthly		10,298	10,813	11,354	11,922	12,518
			Annual		123,579	129,758	136,246	143,058	150,211
IMEA	Housing Coordinator	1	Hourly	53	41.0226	43.0736	45.2274	47.4889	49.8635
			Bi-Weekly		3,281.81	3,445.88	3,618.19	3,799.12	3,989.08
			Monthly		7,111	7,466	7,839	8,231	8,643
			Annual		85,327	89,593	94,073	98,777	103,716
IMEA	Human Resources/Risk Manager	1	Hourly	67	57.9639	60.8620	63.9053	67.1005	70.4553
			Bi-Weekly		4,637.12	4,868.96	5,112.42	5,368.04	5,636.42
			Monthly		10,047	10,549	11,077	11,631	12,212
			Annual		120,565	126,593	132,923	139,569	146,547
IMEA	Information Technology Manager	1	Hourly	63	52.5125	55.1380	57.8947	60.7894	63.8288
			Bi-Weekly		4,201.00	4,411.04	4,631.58	4,863.15	5,106.31
			Monthly		9,102	9,557	10,035	10,537	11,064
			Annual		109,226	114,687	120,421	126,442	132,764
IMEA	Management Analyst	2	Hourly	47	35.3736	37.1423	38.9995	40.9495	42.9971
			Bi-Weekly		2,829.88	2,971.38	3,119.96	3,275.96	3,439.77
			Monthly		6,131	6,438	6,760	7,098	7,453
			Annual		73,577	77,256	81,119	85,175	89,434
IMEA	Police Captain	1	Hourly	77	75.6841	79.4683	83.4418	87.6139	91.9947
			Bi-Weekly		6,054.73	6,357.46	6,675.35	7,009.12	7,359.58
			Monthly		13,119	13,775	14,463	15,186	15,946
			Annual		157,423	165,294	173,559	182,237	191,349
IMEA	Police Lieutenant	1	Hourly	71	65.2620	68.5250	71.9514	75.5490	79.3264
			Bi-Weekly		5,220.96	5,482.00	5,756.12	6,043.92	6,346.12
			Monthly		11,312	11,878	12,472	13,095	13,750
			Annual		135,745	142,532	149,659	157,142	164,999

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective July 10, 2022 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Project Manager - Construction Compliance	1	Hourly	48	36.2582	38.0712	39.9745	41.9731	44.0716
			Bi-Weekly		2,900.65	3,045.69	3,197.96	3,357.85	3,525.73
			Monthly		6,285	6,599	6,929	7,275	7,639
			Annual		75,417	79,188	83,147	87,304	91,669
IMEA	Project Manager - Mining	0	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	36.2582	38.0712	39.9745	41.9731	44.0716
			Bi-Weekly		2,900.65	3,045.69	3,197.96	3,357.85	3,525.73
			Monthly		6,285	6,599	6,929	7,275	7,639
			Annual		75,417	79,188	83,147	87,304	91,669
IMEA	Public Works Services Manager	0	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Recreation Manager	1	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Recreation Supervisor	2	Hourly	47	35.3736	37.1423	38.9995	40.9495	42.9971
			Bi-Weekly		2,829.88	2,971.38	3,119.96	3,275.96	3,439.77
			Monthly		6,131	6,438	6,760	7,098	7,453
			Annual		73,577	77,256	81,119	85,175	89,434
IMEA	Senior Center Manager	1	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Senior Finance Analyst	1	Hourly	51	39.0457	40.9981	43.0481	45.2005	47.4606
			Bi-Weekly		3,123.65	3,279.85	3,443.85	3,616.04	3,796.85
			Monthly		6,768	7,106	7,462	7,835	8,227
			Annual		81,215	85,276	89,540	94,017	98,718
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	41.0226	43.0736	45.2274	47.4889	49.8635
			Bi-Weekly		3,281.81	3,445.88	3,618.19	3,799.12	3,989.08
			Monthly		7,111	7,466	7,839	8,231	8,643
			Annual		85,327	89,593	94,073	98,777	103,716
IMEA	Senior Management Analyst	0	Hourly	53	41.0226	43.0736	45.2274	47.4889	49.8635
			Bi-Weekly		3,281.81	3,445.88	3,618.19	3,799.12	3,989.08
			Monthly		7,111	7,466	7,839	8,231	8,643
			Annual		85,327	89,593	94,073	98,777	103,716
IMEA	Senior Planner	1	Hourly	55	43.0995	45.2543	47.5168	49.8928	52.3875
			Bi-Weekly		3,447.96	3,620.35	3,801.35	3,991.42	4,191.00
			Monthly		7,471	7,844	8,236	8,648	9,081
			Annual		89,647	94,129	98,835	103,777	108,966

ATTACHMENT A-4

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2023-2024

Effective July 9, 2023 (3% COLA)

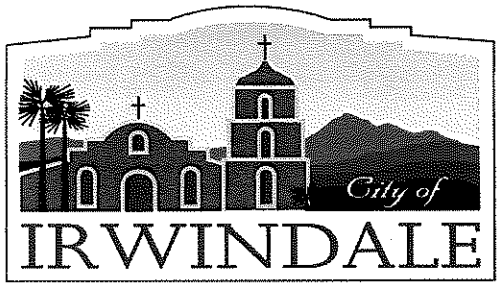
Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Assistant City Engineer	1	Hourly	64	55.4399	58.2120	61.1226	64.1788	67.3880
			Bi-Weekly		4,435.19	4,656.96	4,889.81	5,134.31	5,391.04
			Monthly		9,610	10,090	10,595	11,124	11,681
			Annual		115,315	121,081	127,135	133,492	140,167
IMEA	Assistant Engineer	1	Hourly	52	41.2226	43.2837	45.4481	47.7207	50.1067
			Bi-Weekly		3,297.81	3,462.69	3,635.85	3,817.65	4,008.54
			Monthly		7,145	7,503	7,878	8,272	8,685
			Annual		85,743	90,030	94,532	99,259	104,222
IMEA	Assistant to the City Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Associate Engineer	0	Hourly	56	45.5024	47.7774	50.1663	52.6745	55.3082
			Bi-Weekly		3,640.19	3,822.19	4,013.31	4,213.96	4,424.65
			Monthly		7,887	8,281	8,696	9,130	9,587
			Annual		94,645	99,377	104,346	109,563	115,041
IMEA	Associate Planner	1	Hourly	49	38.2793	40.1933	42.2029	44.3130	46.5288
			Bi-Weekly		3,062.35	3,215.46	3,376.23	3,545.04	3,722.31
			Monthly		6,635	6,967	7,315	7,681	8,065
			Annual		79,621	83,602	87,782	92,171	96,780
IMEA	Benefits Administrator	1	Hourly	58	47.8058	50.1962	52.7058	55.3409	58.1077
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864
IMEA	Chief Deputy City Clerk	1	Hourly	58	47.8058	50.1962	52.7058	55.3409	58.1077
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864
IMEA	City Librarian	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Community Development Manager/City Planner	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Construction Compliance Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Economic Development Coordinator	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Executive Assistant	1	Hourly	43	33.0082	34.6587	36.3918	38.2115	40.1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
IMEA	Finance Manager	1	Hourly	68	61.1952	64.2548	67.4678	70.8413	74.3837
			Bi-Weekly		4,895.62	5,140.38	5,397.42	5,667.31	5,950.69
			Monthly		10,607	11,138	11,694	12,279	12,893
			Annual		127,286	133,650	140,333	147,350	154,718
IMEA	Housing Coordinator	1	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Human Resources/Risk Manager	1	Hourly	67	59.7029	62.6880	65.8226	69.1139	72.5697
			Bi-Weekly		4,776.23	5,015.04	5,265.81	5,529.12	5,805.58
			Monthly		10,349	10,866	11,409	11,980	12,579
			Annual		124,182	130,391	136,911	143,757	150,945
IMEA	Information Technology Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Management Analyst	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Police Captain	1	Hourly	77	77.9548	81.8524	85.9452	90.2423	94.7543
			Bi-Weekly		6,236.38	6,548.19	6,875.62	7,219.38	7,580.35
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,089
IMEA	Police Lieutenant	1	Hourly	71	67.2197	70.5808	74.1096	77.8149	81.7058
			Bi-Weekly		5,377.58	5,646.46	5,928.77	6,225.19	6,536.46
			Monthly		11,651	12,234	12,846	13,488	14,162
			Annual		139,817	146,808	154,148	161,855	169,948

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Project Manager - Construction Compliance	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Project Manager - Mining	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Public Works Services Manager	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Recreation Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Recreation Supervisor	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Senior Center Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Senior Finance Analyst	1	Hourly	51	40.2168	42.2279	44.3394	46.5563	48.8841
			Bi-Weekly		3,217.35	3,378.23	3,547.15	3,724.50	3,910.73
			Monthly		6,971	7,320	7,686	8,070	8,473
			Annual		83,651	87,834	92,226	96,837	101,679
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Planner	1	Hourly	55	44.3923	46.6120	48.9428	51.3899	53.9596
			Bi-Weekly		3,551.38	3,728.96	3,915.42	4,111.19	4,316.77
			Monthly		7,695	8,079	8,483	8,908	9,353
			Annual		92,336	96,953	101,801	106,891	112,236



MEMORANDUM OF UNDERSTANDING BY AND BETWEEN

THE CITY OF IRWINDALE AND

THE IRWINDALE POLICE OFFICERS' ASSOCIATION

JULY 1, 2020 – JUNE 30, 2024

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ARTICLE 01
RECOGNITION OF THE ORGANIZATION

SECTION 01.01 UNIT & UNION RECOGNITION

For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "MOU"), the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the "City") hereby affirms its recognition of the Irwindale Police Officers' Association (hereinafter referred to, along with any successor employee organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive and majority representative of the employee bargaining unit containing the following position titles and salary ranges, effective July 11, 2021, (hereinafter referred to as the "IPOA Unit"):

Position Title	Salary Range
Police Sergeant	63
Police Corporal	54
Police Officer	52
Police Dispatcher/Clerk	38
Reserve Police Officer	Hourly (at will)

ARTICLE 02
TERM OF MOU

SECTION 02.01 TERM ESTABLISHED

The term of this MOU shall be effective from and after July 1, 2020 and shall expire at midnight on June 30, 2024.

ARTICLE 03
CITY MANAGEMENT RIGHTS

SECTION 03.01 CITY RESPONSIBILITIES AND RIGHTS

Except as expressly modified or restricted by a specific provision of this MOU, past practice, or other City enactment, federal or state law, all managerial rights, prerogatives, and functions that are inherent and/or established by statute, regulation, local ordinance, local resolution, or judicial, administrative or common law, are retained and vested exclusively in the City.

ARTICLE 04
EMPLOYEE ORGANIZATION RIGHTS

SECTION 04.01 MEMBERSHIP AND DUES DEDUCTION

Recognized Employee Organization is the exclusive bargaining agent for the Unit and shall have the sole and exclusive right to have membership dues and other authorized payments deducted for member employees covered by this Agreement by the City.

Recognized Employee Organization shall certify that it has and will maintain authorizations signed by each member employee for the deduction of membership dues and other authorized payments, and shall provide the certification to the City on an annual basis. Recognized Employee Organization shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or the terms of the authorization.

Upon the receipt of such certification from Recognized Employee Organization, the City shall provide for payroll deductions twice per month, with half of the monthly dues deducted from the first paycheck of the month, and the remaining balance of the monthly dues deducted from the second paycheck of the month, for a total of 24 deductions per calendar year of Recognized Employee Organization's dues and other authorized payments, in the amount certified to be current by Recognized Employee Organization. The City shall remit the total amount of deductions and authorized payments to Recognized Employee Organization on a monthly basis. The City shall make, cancel, or change membership dues and other authorized payments only upon receipt of certification from Recognized Employee Organization, and shall decline to make, cancel, or change membership dues and other authorized payments from any individual employee. Any change or cancellation in dues deductions shall be certified and provided to the City within thirty (30) days prior to the effective date of such change or cancellation. Recognized Employee Organization shall notify the City within ten (10) working days of any discrepancy(ies) concerning dues or other authorized payments pursuant to this Article. If Recognized Employee Organization does not notify the City of any discrepancy within ten (10) days, then the City shall be relieved of any responsibility.

Membership within and/or payment of any dues or fees to Recognized Employee Organization shall not be a condition of employment with the City. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining Recognized Employee Organization.

SECTION 04.02 INDEMNIFICATION OF CITY

Recognized Employee Organization shall indemnify, defend, and hold harmless the City for (i) any claims made by an individual employee relating to deductions made in reliance upon any certification from Recognized Employee Organization; and (ii) any liability arising from any claims, demands, or other action relating to the City's compliance with this provision relating to maintenance of membership. The City shall have the right to select and direct legal counsel in the case of any challenge to the City's compliance with this provision, and Recognized Employee Organization agrees to pay any attorney, arbitrator, or court fees, costs and expenses related thereto or associated therewith. Any claims, demands, disputes arising from the application or interpretation of this provision shall be filed with Recognized Employee Organization and shall not be subject to the City's grievance procedure.

SECTION 04.03 REPRESENTATIVES' RIGHTS

The Recognized Employee Organization may select a total of four (4) representatives for the IPOA Unit for purposes of labor negotiations. The Recognized Employee Organization shall give

to the City a written list of employees who have been selected as representatives upon written request of the City. For purposes other than labor negotiations (such as grievances and/or disciplinary actions), IPOA Unit members shall be entitled to select any one representative of their choice from the IPOA Unit and/or an attorney to assist them in such matters.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated or discriminated against as a result of their activities and roles as representatives.

Representatives shall notify and obtain permission from their supervisor before leaving their work to transact any employee organization business. Permission will be granted promptly unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the representative will be immediately informed when the time will be available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative.

SECTION 04.03 ALLOWED TIME FOR REPRESENTATIVES.

The City agrees to allow representatives an average of two (2) hours per month to transact and discuss employee organization business during their regular working hours subject to the discretion of the Chief of Police.

SECTION 04.04 ACCESS TO NEW EMPLOYEE ORIENTATIONS AND PROVISION OF NEW EMPLOYEE INFORMATION (AB 119 PROVISIONS)

The City will notify the Union President in writing or via email regarding all new hires at least ten (10) days prior to the employee's orientation unless there is an urgent need that was not reasonably foreseeable. Within the earlier of thirty (30) days after the date of hire or by the first pay period of the month following the hire of each newly hired employee, the City will provide the Union President with the new employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

The Union shall be permitted one (1) hour for each orientation session to talk to new Unit members to explain the rights and benefits under the MOU.

The City will provide the Union President a quarterly list of all employees in the Unit, including the employee's name, job title, department, work location, home mailing address, personal email, and work, home and personal cell phone numbers.

ARTICLE 05
NO STRIKE - NO LOCKOUT PLEDGE

SECTION 05.01 EMPLOYEE ORGANIZATION PROHIBITED CONDUCT

The Recognized Employee Organization, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform

services. A violation of this Section by any employee shall constitute a just cause for discipline. Taking joint action or joining other employee organization(s) to engage in such activity is included in this prohibition.

SECTION 05.02 CITY PROHIBITED CONDUCT

The City agrees that it shall not lockout its employees during the term of this MOU. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of the employees of the City in the exercise of its rights as set forth in any provisions of this MOU or applicable ordinance or law.

ARTICLE 06
BASIC COMPENSATION PLAN & OTHER PAY BENEFITS

SECTION 06.01 BASIC COMPENSATION PLAN

The City has established a basic compensation plan through Council Resolution for all represented unit members.

SECTION 06.02 SALARY AND WAGE SCHEDULES

A. FY 2020-21: No cost of living (COLA) or salary adjustment.

B. FY 2021-22: Effective April 13, 2022 and retroactive to July 11, 2021 per Resolution No. 2022-27-3277, the City adjusted the base salary of IPOA represented positions utilizing the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report, set to the 50th percentile, rounding to nearest highest range. Retroactivity is limited to those Unit members employed by the City on April 13, 2022. The salary schedule is set forth in Attachment A-1.

All IPOA Unit members will receive a one-time non PERSable retention bonus of $2,000.00. Payment of retention bonus is limited to those Unit members employed by the City on April 13, 2022.

C. FY 2022-23: Effective the first payroll period commencing on or after July 1, 2022, there shall be a 3.0% base salary increase for all IPOA represented employees. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA with base salary ranges increasing by the COLA amount. The salary schedule is set forth in Attachment A-2.

D. FY 2023-24: Effective the first payroll period commencing on or after July 1, 2023, there shall be a 3% base salary increase for all IPOA represented employees. Employees' base salaries shall increase correspondingly within their individual salary ranges to reflect the COLA with base salary ranges increasing by the COLA amount. The salary schedule is set forth in Attachment A-3.

SECTION 06.03 BILINGUAL BONUS PAY

Permanent full-time and part-time IPOA Unit members shall be entitled to bilingual pay in addition to basic compensation. Part-time members shall be paid at the rate of $0.50 per hour. Permanent full-time members shall be paid at a capped single or combined rate of two and one-half (2 1/2%) percent of basic compensation, whichever is greater. These payments shall be made 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 an appropriate exam, which the employees will be required to meet and pass, respectively.

SECTION 06.04 EDUCATION INCENTIVE BONUS PAY

A. The education incentive bonus pay authorized by the previous IPOA MOU continued up to April 17 2022. Effective April 17, 2022, sworn permanent and full-time IPOA Unit members shall be entitled to receive education incentive bonus pay in addition to basic compensation (with a maximum educational incentive bonus of fifteen (15%) percent of basic compensation) for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates and College or University Diplomas as set forth by the percentages of basic compensation listed below (but with no doubling of degrees such as two BA degrees, two MA degrees, etc.):

2 ½%	Bonus for each Intermediate Certificate;
2 ½%	Bonus for each Advanced Certificate;
2 ½%	Bonus for each Supervisory Certificate;
2 ½%	Bonus for each AA/AS Degree or achieved at least "Junior" status at a four year college or university or higher *(Junior status is defined as having completed 60 semester or 90 quarter units)*
2 ½%	Bonus for each BA/BS Degree;
2 ½%	Bonus for each MA/MS Degree.
15%	Maximum educational incentive bonus

B. Non-sworn IPOA Unit members shall be entitled to receive education incentive bonus pay in addition to basic compensation as follows in place of receiving the 2 ½% bonus pay referenced in Section 6.04 A above and still with the limitation of no doubling of degrees or cumulative degrees:

1. Unit members with A.A./A.S. degrees or Junior status at college or university. Unit members who have been awarded at minimum an Associate in Arts ("A.A.") degree, an Associate of Science ("A.S.) degree or achieved at least "Junior" year status at a four year college or university or higher, will receive an additional one thousand two hundred dollars ($1,200) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

2. Unit members with B.A./B.S. degrees. Unit members who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.")

degree will receive an additional one thousand five hundred dollars ($1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

3. Unit members with Master's degree. Unit members who have a Master's degree will receive an additional one thousand eight hundred dollars ($1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

4. Unit members without a degree or less than Junior status at college or university. Unit members who do not meet the degree or educational requirement in subparagraphs 1-3 above, shall be provided an education incentive at a rate of five dollars ($5.00) per month for each three (3) units completed, up to a maximum of one-hundred dollars ($100.00) per month for courses taken while employed with the City. This incentive will be paid out biweekly over twenty-six (26) pay periods in a calendar year.

SECTION 06.05 WATCH COMMANDER PAY

Full-time officers acting in the capacity of watch commander will be paid bonus pay of time and a half (one and one half hours) for each hour worked in the capacity of watch commander. Hours worked will be prorated in increments of .25 of an hour, or 15 minutes. A Corporal is not eligible for the pay provided by this Section.

SECTION 06.06 SPECIAL ASSIGNMENT PAY

IPOA Unit members in the following special assignments shall receive the following special assignment bonus pay in addition to basic compensation:

5.0% for Detective;
5.0% for Detective Sergeant;
2.5% for Range Master;
5.0% for Motor Officer;
5.0% for Commercial Enforcement Officer;
5.0% for K-9 Officer
2.5% for two designated Field Training Officers (the designated Training officers at the discretion of the Chief of Police can be assigned training related activities when not performing direct field training.);
2.5% for officers acting in the capacity of a Field Training Officer; and
2.5% for full-time permanent Police Dispatcher/Clerks who are acting in the capacity of "Training Dispatcher."

SECTION 06.07 RESERVE OFFICER PAY

The City has two reserve officer classifications, Level I and II, as designated by P.O.S.T. guidelines and who are at-will employees which receive the following pay:

A. Level I: Receives bottom step patrol pay;

B. Level II: $15.00 per hour, effective July 1, 2021

$15.45 per hour, effective the first payroll period commencing on or after July 1, 2022

$15.92 per hour, effective the first payroll period commencing on or after July 1, 2023

SECTION 06.08 UNIFORM ALLOWANCE

IPOA Unit members in the following categories shall receive an annual uniform allowance on a separate paycheck to coincide with second paycheck in July as follows:

A. $1,400.00 for all full-time sworn IPOA Unit members;

B. $750.00 for all sworn Reserve Police Officer IPOA Unit members;

C. $900.00 for all full-time Police Dispatcher/Clerk IPOA Unit members;

SECTION 06.09 ANNUAL SERVICE AWARD PAY

Full-time Unit members covered by this MOU shall be entitled on each qualifying employee's fifth (5th) consecutive employment year to "Annual Service Award" pay of thirty dollars ($30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, payment of the service award on a separate check shall coincide with the first paycheck in December of the qualifying year. Part-time employees receive a service award of ten ($10.00) under the same terms. The Unit member must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 06.10 LONGEVITY BONUS

Full-time Unit members covered by this MOU hired on or before June 30, 2010 shall be entitled to receive a lump sum twenty thousand dollar ($20,000) longevity bonus only upon meeting each and all of the following terms and conditions:

A. The employee must retire from service at the City (which may include a disability retirement;

B. At the time of retirement, the employee must have completed a minimum twenty-five (25) years of continuous service with the City;

C. The applicable starting date for determining the longevity bonus shall be the first day the employee performed compensable services as a regular full-time employee of the City; AND

D. No longevity bonus shall vest until the employee retires from the City.

All new employees hired on or after July 1, 2010 shall not be entitled to receive any longevity bonus.

SECTION 06.11 MINIMUM PROMOTIONAL COMPENSATION

City Personnel Rules 5.15.1 B is incorporated herein and requires that where an IPOA Unit member "who is promoted shall be compensated at the Step in the new salary range which comes nearest to but not less than five (5%) percent higher than the Step the employee held in the previous salary range." This provision shall also apply to the Corporal position, which is a promotional position over Police Officer.

SECTION 06.12 CORPORAL PAY AND ELIGIBILITY PROTOCOL

The position of Corporal shall be compensated at a rate that is at least five (5%) percent over that of Police Officer. The City agrees that by salary compensation resolution it will have at least two (2) budgeted corporal positions and use best efforts to fill these positions. If the City intends to eliminate one of these budgeted positions, then it must first meet and confer with the Recognized Employee Organization. Eligibility requires three years as a full-time police officer with at least two years as a full-time Irwindale Police Officer as of the application deadline. Eligible candidates must pass a written test selected and/or developed at the City's sole discretion with score of seventy (70%) percent in order to proceed to an oral interview. Appointment shall be consistent with City Personnel Rules.

SECTION 06.13 COMPENSATORY LEAVE

Eligible IPOA Unit members may accrue a maximum of one hundred twenty (120) hours of compensatory leave.

SECTION 06.14 TUITION REIMBURSEMENT PROGRAM

City Personnel Rules Section 15.25 as applied to full-time Unit members is modified by this provision to the extent that the City and the Recognized Employee Organization agree that the City determines funding levels to be set at fifteen thousand dollars ($15,000) total for all full-time IPOA members combined per fiscal year for IPOA member tuition reimbursement during the term of this MOU. IPOA members applying for tuition reimbursement will initially receive 20% of the allocated $15,000 per fiscal year. If, at the end of the fiscal year, uncommitted/unencumbered funds are available in the IPOA tuition reimbursement account, these remaining uncommitted/unencumbered funds will be used to further reimburse those employees who have accumulated reimbursable educational expenses in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said qualifying employees until each individual employee has been fully reimbursed or until the funds have been depleted, whichever occurs first.

To be eligible for reimbursement, unit members must have completed their probationary period. Reimbursement requests must be submitted within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

All courses taken and completed must have prior written approval of the Chief of Police and the City Manager and be related to the Unit member's employment with the City, unless the course is part of classes necessary for obtaining a degree. Upon completion of each course, the Unit member must complete the appropriate City form requesting tuition reimbursement. Reimbursement will be made only after an employee has satisfactorily completed the class or workshop with the grade of C or better or equivalent completion and that evidence of same has been submitted and approved by the Personnel Officer. Unit members requesting reimbursement for course-related textbooks are required to turn the books in to the Human Resources Department. Textbooks should not be marked or written in and they must be in usable condition.

SECTION 06.15 CANINE MAINTENANCE

The parties agree that 13.0 hours of work time per pay period shall constitute equitable and reasonable time worked for any and all maintenance of the assigned canine (if and when canine service is again utilized.)

ARTICLE 07
HOURS, WORK SCHEDULES & OVERTIME

SECTION 07.01 SWORN NORMAL WORKWEEK & PAYBACK TIME

For purposes of IPOA Unit sworn personnel, the City designates and declares an established and regularly occurring twenty-eight (28) consecutive day work period pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §207(k). The City will pay sworn IPOA Unit members overtime for any hours deemed to have been worked in excess of one-hundred sixty (160) during the designated work period. Overtime requests shall be submitted when IPOA Unit members work hours outside their regularly scheduled shifts, but such requests shall be reconciled against the one-hundred sixty (160) or forty (40) hour requirement applicable to their sworn or non-sworn position.

Effective November 18, 2008 the City implemented a work schedule consisting of an alternative 3/12.5 flexible work week consisting of three (3) consecutive days with each being a straight 12.5 hour work day.

For sworn personnel, ten (10) hours of additional time worked during a four week period will go toward payback hours (i.e., court, training, range, patrol overtime, special assignment) counted at straight time. This flexible payback time is necessary for sworn IPOA unit members to meet their one-hundred sixty (160) hour over the twenty-eight (28) day work period obligation. This time shall under normal circumstances be prescheduled for patrol positions as part of a "payback" shift, with the exception on the rare occasion when unforeseeable circumstances may arise requiring more flexibility of proactive scheduling by department management. A training calendar will also be developed and must be adhered to during the twenty minute schedule overlap. Hours that will not count toward payback time include speedway, watch commander pay, any other reimbursable or grant related assignment and will be paid at time and one half. Any payback time not paid back at the end of the four (4) week work period of sworn employees shall be deducted from the employees' accrued compensatory time or accrued vacation. It is understood that IPOA unit members desire to work off their payback time and do not wish to use vacation or compensatory time, if possible.

A Police Officer may work the payback time off in training or patrol if scheduled. It is agreed that a Police Officer or other employee may be ordered to work at a certain time as needed by the Department upon being given forty-eight (48) hours advance notice. An employee may be ordered to work in an emergency without respect to the forty-eight (48) hour rule. An employee may volunteer to work payback time off at any time when the Chief of Police determines there is a need for additional help. An officer's prescheduled payback shift shall not be canceled unless that officer is given at least seventy-two (72) hours notification prior to that prescheduled payback shift.

Court time may be used to satisfy the payback time obligation each month. No IPOA Unit member, however, will be paid for the hours between Night Watch or End of Watch (E.O.W.) at 6:00 a.m. and the time court pay becomes effective (8:00 a.m. or later). A Night Watch Officer will not be held over to cover for a Day Watch Officer who is required to be in court. The Day Watch will suspend minimum manning requirements if the Officer will be in court only a short time. If a longer court session is required, the Watch Commander may make other arrangements as required, recognizing that a Night Watch Officer who is asked to fill in for an Officer leaving for court will not be paid until 8:00 a.m. or later when the Day Watch Officer actually leaves for court.

SECTION 07.02 POLICE DISPATCHER/CLERK WORKWEEK

For Police Dispatcher/Clerks covered by this MOU, the agreed work schedule is a forty (40) hour work week consisting of three work days of any combination of 13.5, 13.5 & 13 hour work shifts that equal forty (40) hours in a workweek with no payback time owed. It is agreed that dispatcher/clerks are to remain on-call and remain in the Police Department while on their thirty (30) minute paid meal break during their shifts. In exchange for this schedule, the City had increased dispatcher/clerks salary cost of living adjustment pay an additional one (1%) percent over sworn IPOA Unit members to compensate for lost built-in overtime, but the dispatcher/clerks agree to reduce their salary by one (1%) percent in the event that the City returns to a schedule that has built-in overtime.

SECTION 07.03 CALCULATION OF OVERTIME

For non-exempt positions within the IPOA Unit, which do not meet one of the FLSA exemption categories, floating holiday hours, vacation, or compensatory time used will be included as time worked for purposes of calculating FLSA overtime. Legal holidays, for which City Offices are closed, will be recognized as time worked for purposes of calculating FLSA overtime. Sick leave, evaluated on a per workweek basis, will not be recognized as time worked for purposes of calculating FLSA overtime; however, this does not apply to outside agency overtime assignments from which the City can recover full cost of the employee's overtime.

Overtime for non-exempt positions within the IPOA Unit shall be compensated in one of the following two ways:

A. As paid time at the one-and-one half rate of pay; or
B. As compensatory time as accrued at the one-and-one half rate of pay.

Compensatory time accumulated is vested time and must be utilized or paid in conjunction with termination of employment.

All overtime worked in less than one (1) hour increments in a work shift shall be compensated for in the following manner:

Time Worked	Overtime Compensation
0-15 minutes	.25 hour x 1.5
16-30 minutes	.50 hour x 1.5
31-45 minutes	.75 hour x 1.5
46-60 minutes	1 hour x 1.5

SECTION 07.04 4/10 WORK SCHEDULE FOR POLICE DETECTIVES, K-9 OFFICERS, COMMERCIAL ENFORCEMENT OFFICERS, AND MOTOR OFFICERS

Commercial enforcement officers and motor officers shall be scheduled to work the 3/12.5 schedule as described in Section 7.01.

SECTION 07.05 PREPARATION OF WORK SCHEDULES

Schedules will be prepared in advance by administrative staff and will cover a period of sixteen (16) weeks. Each schedule shall consist of a designated team of sergeant/supervisor, police officers and police dispatcher/clerks, with said team remaining intact for each sixteen (16) week schedule. Based upon the needs of the Department and his sole discretion, the Chief of Police shall retain the right to modify any particular team member's shift schedule. Schedules for Sergeant and Patrol will be kept separately, but will change at the same time. The Chief of Police may, if necessary, place a Senior Patrol Officer in the Sergeant's schedule. Dispatch scheduling, though separate, will change along with Patrol and Sergeant's schedules on a sixteen (16) week basis. New Patrol officers, including entry level and lateral officers, upon completion of their FTO training, will not rotate up in the schedule choice list for two shift periods (32 weeks). The Chief of Police reserves the right to modify an individual's shift schedule at any time if Police Department needs require it. For sworn IPOA Unit members, routine shift changes on a day-for-day basis will continue to be permitted subject to current approval procedures; however, shift changes involving an entire four (4) week period or more will not be permitted.

SECTION 07.06 PART-TIME EMPLOYEE HOURS CAP

The City reserves the right to not schedule or work part-time IPOA Unit members more than nine hundred ninety nine (999) hours in any fiscal year.

SECTION 07.07 INJURY ON DUTY

If the City is able to accommodate the work restriction(s) stipulated by the employee's medical provider, the employee shall be placed on light-duty status and may be assigned to work a 4/10 hour work week, Monday through Thursday, 0800 to 1800 hours. Any exceptions to this schedule may be made with appropriate advanced notice to the employee with approval of the Chief of Police. Employees on light-duty status will work a 40-hour work week and are not authorized to work overtime or accrue compensatory time, unless authorized by the Chief of Police, if deemed necessary. The City shall pay employees up to a maximum of four (4) hours per workday for doctors' appointments and/or medical treatment that occur during light duty work hours. Employees shall not be paid for doctors' appointments and/or medical treatment that occur during their scheduled time off. The City reserves the right to re-evaluate whether or not it can

accommodate an employee's work restriction(s) while the employee is on light duty status. The City may change an employee's light duty status to off work status if the City can no longer accommodate the work restriction(s).

A. If the City cannot accommodate the work restriction(s) stipulated by the employee's medical provider, the employee shall be placed on off-work status. The City reserves the right to re-evaluate whether or not it can accommodate an employee's work restriction(s) while employee is on off-work status. The City may change an employee's off work status to light duty status if the City can accommodate the work restriction(s).

B. If an employee has been released to full duty but still requires ongoing medical treatment AND before the employee is declared permanent and stationary, the employee shall be paid for doctors' appointments and/or medical treatment, up to a maximum of four (4) hours per work day. However, ALL of the following conditions must be met:

1. For Miscellaneous employees: Employee is scheduled to work during the appointment time.

2. For Safety employees:

   a) Employee is scheduled to work during the appointment time.

   b) Employee's doctor's appointment or medical treatment is at a facility within 6 miles of Irwindale Police Station.

   c) Employee remains in uniform and can respond to call for service.

   d) Employee is driving a City vehicle.

D. Employees released to full duty shall not be paid for doctors' appointments and/or medical treatment that occur during their scheduled time off.

SECTION 07.08 SHOW-UP TIME

IPOA Unit members shall receive a minimum of four (4) hours for show-up time pertaining to any extra duties such as court show-up, assigned special events, outside details, any type of call back or call in.

ARTICLE 08
VACATION BENEFIT

SECTION 08.01 VACATION ACCRUAL

Each permanent full-time employee shall accrue vacation leave in accordance with the following formula with an accrual cap of (300) hours, over which the employee will be cashed out at one hundred (100%) percent by the City on the second paycheck in January of each year in order to bring the employee's accrual down to the 300 hour cap. The number of hours accrued biweekly is as follows:

Years of Service	Hours Accrued Bi-Weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Employee's anniversary date of commencement of full-time continuous employment with the City, regardless of any promotions or demotions.

SECTION 08.02 USE OF VACATION

The dates of vacation leave may be selected by the employee based upon the procedures set forth in the Department's General Orders except as modified herein, but shall be subject to prior approval of the employee's department head. Employees requesting over 40 hours of vacation must submit such requests with twenty-one (21) days advance notice. This notice requirement shall be excused only in cases of emergency as determined by the Department. All vacation time shall be taken in minimums of fifteen (15) minute increments.

A probationary employee shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the employee's department head and the City Manager.

ARTICLE 09
HOLIDAY BENEFIT

SECTION 09.01 HOLIDAY PAY FOR FULL-TIME IPOA MEMBERS

All full-time IPOA members shall annually receive a maximum of one hundred forty (140) hours paid at time and one half (1 ½) as follows: (10) hours paid on each of the first paycheck of the month for January through October, ten (10) hours paid the first paycheck in November, and ten (10) hours paid the second paycheck in November, ten (10) hours paid the first paycheck in December and ten (10) hours paid the second paycheck in December. Holiday time paid during any four (4) week period may not be used or credited against "payback" time. The Holiday pay

provided by this Section is separate and distinct from regular work time and is not intended to create any additional or earlier obligation to pay overtime.

ARTICLE 10
LATERAL HIRE SPECIAL ACCRUAL AND BENEFIT RULES

SECTION 10.01 SPECIAL RULES

The following policy changes are agreed upon for newly hired lateral personnel who are hired into the IPOA Unit, with "lateral" being defined as coming from the same or a substantially similar position with another law enforcement agency and/or a person recognized as a "lateral" by the P.O.S.T. Commission:

A. Lateral sworn personnel (and no others) shall receive Bilingual Bonus Pay commencing from start of employment if qualified by City and after passing exam.

B. Lateral sworn personnel (and no others) shall receive Educational Incentive Bonus Pay commencing from successful completion of a six (6) month probation.

C. Lateral sworn personnel (and no others) shall have their probation reduced to a six (6) month period commencing from the date of employment, subject to extension as provided by the City Personnel Rules.

D. Lateral Police Dispatchers/Clerks shall be subject to a reduced probation of only a six (6) month period commencing from the date of employment, subject to extension as provided by the City Personnel Rules.

E. All IPOA Unit member laterals hired on or after November 5, 2017 shall start at the salary step within their classification salary range that is immediately above their previous rate of pay, but not to exceed a five (5%) percent difference, and only if such a step exists, otherwise it shall be top step of the classification salary range.

ARTICLE 11
LEAVES OF ABSENCE

SECTION 11.01 SICK LEAVE ACCRUAL

Each IPOA Unit member shall be credited with 3.693 hours of sick leave bi-weekly per the City Personnel Rule 14.20.3. Use of sick leave shall be in accordance with City Personnel Rules Section 14.20.

SECTION 11.02 ELECTIVE CASH OUT OF VACATION AND SICK LEAVE

The elective cash out vacation and sick leave authorized by the previous IPOA MOU continued up to April 13, 2022. Effective April 13, 2022, elective cash-out of vacation and sick leave accruals shall be limited to a maximum of one hundred (100) total hours per calendar year of accrued vacation or sick leave to be converted, and in compliance with Department of Treasury, Internal Revenue Service ("IRS") regulations (section 1.451-1(a)) must comply with the following:

A. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15th of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation or sick leave.

B. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

C. Unit members who fail to submit an election by December l5th of the calendar year prior to the conversion, will not be eligible for vacation and/or sick leave to be converted to cash for that calendar year.

D. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).

E. Unit members will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.

F. Unit members must maintain a minimum balance of 80 hours of sick leave after any cash out of leave. Unit members may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

The City agrees to provide Sick Leave pay back upon an employee's termination or cash in request, as follows:

25%	over 800 hours
50%	481-800 hours
75%	1st 480 hours

Cash out of both vacation and sick leave, shall be paid at the employee's "basic rate of pay" as opposed to "regular rate of pay." Cash out limit of one hundred (100) hours per calendar year shall not apply to any cash out of vacation or sick leave upon termination of employment or retirement from the City.

SECTION 11.03 BEREAVEMENT LEAVE

City Personnel Rules Section 14.25 provides for bereavement leave. For IPOA Unit members eligible for such leave, the term "day" shall be defined as their work day such that if they are on an alternative work week schedule a day may comprise 10 to 13.5 hours. Thus, IPOA Unit members shall be entitled to bereavement leave of three (3) days for Unit members on a three (3) day work week schedule and four (4) days for Unit members on a four (4) day work week schedule, totaling not more than 40 hours.

SECTION 11.04 TRAINING CONFERENCE LEAVE

Except for Patrol Officers, when an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00 a.m. to 5:00 p.m., Monday

through Friday, so there is no issue that he/she is eligible for overtime while attending the conference or training. "Payback" time will be applied for Patrol Officer training periods outside of the regular shift. When no "payback" time is available, overtime time will be paid or compensatory time will be accrued.

SECTION 11.05 JURY DUTY

Any permanent or probationary full-time employee who is required to serve as a juror in any court of judicial action of this State or of the United States shall be entitled to a leave of absence with pay during such period of jury duty per the City Personnel Rules Section 7.05. An IPOA Unit member serving jury duty leave, however, shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled work days per week to his or her days off. An employee scheduled for jury duty on a day off will be entitled solely to that employee's mileage and court provided compensation for that day, if any.

SECTION 11.06 WITNESS LEAVE

The City Personnel Rules Section 7.05 JURY DUTY AND WITNESS LEAVE as applied to IPOA Unit members provides for non-work related legal witness leave.

ARTICLE 12
MEDICAL, INSURANCE AND RELATED BENEFITS

SECTION 12.01 MEDICAL BENEFITS

Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for full-time IPOA Unit members and their eligible dependents.

SECTION 12.02 DENTAL BENEFITS

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

SECTION 12.03 VISION BENEFITS

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

SECTION 12.04 GROUP LIFE INSURANCE

The City pays 100% of the premium of a group life insurance policy for full-time IPOA Unit members which provides 1 times annual earnings (as defined in policy) to a maximum of $100,000 and coverage for spouse and children of $5,000.

SECTION 12.05 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City pays 100% of the premium of an AD&D policy for full-time IPOA Unit members which provides benefit coverage of one (1) times annual base salary up to a maximum of $100,000. Consistent with past practice, the City also provides $25,000 for all part-time Reserve Police Officers.

SECTION 12.06 ADDITIONAL VOLUNTARY LIFE AND AD&D COVERAGE

The City offers additional benefit coverage for purchase by full-time IPOA Unit members at said member's own expense.

SECTION 12.07 CRPOA MEMBERSHIP

The City pays the cost of membership in the California Reserve Peace Officers Association ("CRPOA") for Level I and II Reserve Officers and the Reserve Officer Coordinator.

SECTION 12.08 IRS SECTION 125 PROGRAM

The Section 125 Program will be in full force and effect unless changed by mutual agreement of the City and Recognized Employee Organization. The Program shall be administered through a vendor selected at City's sole discretion. While participation in the Section 125 Program is voluntary, all administrative costs as may attend participation are to be paid by the City. The Section 125 Plan currently has a cap of $5,000 for childcare and $2,850 for medical expenses. Maximum cap shall be adjusted in accordance with the limit set by the IRS.

SECTION 12.09 EAP PROGRAM

The City pays premium for participation in Employee Assistance Program ("EAP") for IPOA Unit members and their dependents.

SECTION 12.10 STATE SHORT-TERM DISABILITY INSURANCE

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

SECTION 12.11 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT OUT

Any full-time Unit member 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 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 an 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 of this incentive pay shall be made bi-weekly through the regular payroll system.

ARTICLE 13
RETIREMENT BENEFITS

SECTION 13.01 PARS MEMBERSHIP

Pursuant to Government Code §§ 53216 et seq., the City participates in Public Agency Retirement Services ("PARS") Retirement Enhancement Plan which affords miscellaneous employees the retirement benefit commonly referred to as "1% at 55." The City pays on behalf of each eligible miscellaneous Unit member 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 programs identified in the following Section. The City's PARS participation shall continue in full force and effect during the term of this MOU.

Miscellaneous Unit members hired before January 1, 2007 shall have their PARS benefits 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. Miscellaneous Unit members hired after January 1, 2007 shall have their PARS benefit 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.

Effective January 1, 2011 the parties agreed to modify the PARS plan design for current miscellaneous Unit members hired before January 1, 2011 regarding cash out options with an employee contribution of four tenths percent (0.4%) on a pre-tax basis. Section 4.2(d) and Section 4.2(c) of the PARS plan document was modified, thereby removing the lump sum payment option, and the fixed term payments of 5-6 years option. Section 2.3 of the PARS plan document was modified, thereby removing the pre-retirement disability benefit. All miscellaneous Unit members hired before January 1, 2011, shall pay four tenths percent (0.4%) of salary to maintain the PARS plan design features of fixed term payments of 7-15 years.

Effective January 1, 2011, the PARS plan document was modified to add a "pop-up" provision to Option 2 of the PARS REP plan, whereby if the beneficiary predeceases the retiree, the retiree's monthly benefit will increase.

For all new miscellaneous Unit members, hired on or after January 1, 2011 AND before January 1, 2013, the City shall pay on behalf of each eligible unit member fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit. The miscellaneous Unit member shall be required to pay for fifty percent (50%) of the contribution.

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

SECTION 13.02 CALPERS MEMBERSHIP

A. The following provisions in this Section "A" apply to Unit members as defined by AB 340 (the California Public Employees' Pension Reform Act of 2013,) as "classic" members of the California Public Employees' Retirement System ("CalPERS").

The City is a contract member of 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 which includes the programs identified below which shall be maintained during the life of this MOU.

1. Section 21354: 2% @ 55 retirement benefit formula for Miscellaneous Unit members.

2. Section 21362.2: 3% @ 50 for Sworn Unit members.

3. Section 21574: Fourth Level of 1959 Survivors Benefit allowance.

4. Section 21024: Military Service as Public Service.

5. Section 20042: One Year Final compensation (for Unit members hired before May 1, 2011).

6. Section 20037: Three Year Average Final Compensation (for Unit members hired on or after May 1, 2011).

7. Section 21427: Improved non-industrial disability allowance.

8. Section 21624 & 21626: Post-retirement survivor allowance.

9. Section 20965: Credit for unused sick leave.

For Miscellaneous Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Miscellaneous Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 7%. The City does not pay any share of the required employee contribution (EPMC).

For Safety Unit members who are classic members of CalPERS, the City shall pay only the employer portion of the required contribution. Safety Unit members who are classic members shall pay the entire employee retirement contribution, which is currently 9%. The City does not pay any share of the required employee contribution (EPMC).

B. AB 340 (as modified by AB 197) the California Public Employees' Pension Reform Act of 2013 (PEPRA.)

AB 340, as it may from time to time exist, shall in its entirety be given full force and effect during and after the term of this MOU. Any provision in this MOU which contradicts any provision of AB 340, shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this MOU or any MOU, Agreement, Rule or Regulation predating this MOU.

Unit members hired on and after January 1, 2013, deemed to be a "new member" as defined in Government Code § 7522.04, 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. (AB 340 – Government Code section 7522.30)

Unit members who are "new members" (miscellaneous employees) on and after January 1, 2013, shall be enrolled in the AB 340 provided for 2% @ 62 retirement formula (Govt. Code § 7522.20), and such "new members" who are safety employees shall be enrolled in the AB 340 provided for 2.7% @ 57 retirement formula (Section 7522.25.)

Unit members who are "new members" on and after January 1, 2013, shall have "final compensation" measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (Section 7522.32.)

SECTION 13.03 RETIREE MEDICAL

CalPERS eligible retirees (Unit members hired before January 1, 2011) and their dependents 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.

For all new Unit members, hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479which 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. Contribution level shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

SECTION 13.04 DEFERRED COMPENSATION

City offers full-time IPOA Unit members participation in one of two IRS 457 Plans. The City does not contribute to either plan.

ARTICLE 14
MISCELLANEOUS PROVISIONS

SECTION 14.01 DIRECT DEPOSIT REQUIREMENT

The City shall maintain a mandatory requirement for participation in direct deposit payroll for all Unit members hired after July 8, 2001.

SECTION 14.02 COMPLIANCE WITH P.O.S.T. AND ADDITIONAL TRAINING REQUIREMENT

The City agrees that it will comply with all training requirements of P.O.S.T., including but not limited to, mandatory training programs regarding proper use of departmental equipment, for a minimum of forty (40) hours to be spread out evenly throughout a two year cycle, a P.O.S.T.-certified field training program for all new recruits, and a P.O.S.T.-certified driver training program for cadets, reserve officers, and police officers every three (3) years. City agrees that all such training shall be provided by a P.O.S.T. certified instructor.

The P.O.S.T. certified driver training program set forth in this MOU shall be implemented by sending one-third of the eligible department personnel to driver training each calendar year, with sworn police officers having priority in attendance, subject to the department's need to send such personnel to alternate training.

SECTION 14.03 EQUIPMENT CERTIFICATION AND MAINTENANCE

The City shall maintain the practice of assigning a departmental employee responsibility to centralize and maintain such records as are necessary to certify the safety of the equipment utilized by members of the Irwindale Police Department in the discharge of their duties, including but not limited to, side arms, rifles, shotguns, tear gas, pepper spray, radios, repeaters, helmets, riot equipment, and other essential law enforcement equipment utilized by members of the IPOA Unit. The City shall maintain its central repository within the offices of the Irwindale Police Department where all municipal, state and federal codes necessary for members of the IPOA Unit to discharge their duties as law enforcement officers will be located and easily accessible to members of the IPOA Unit. The mutual interest of the parties hereto is to assure that all law enforcement equipment utilized by the IPOA Unit is regularly certified to be in appropriate operational order, in a condition where it can be safely operated by members of the IPOA Unit, and that the age and condition of such equipment is consistent with generally accepted standards for such equipment among the law enforcement agencies surveyed by the City.

SECTION 14.04 DOCUMENTS CONTAINING PERSONAL EMPLOYEE INFORMATION

All personnel record documents (including employee pay stubs) shall be kept in a manner that will allow for confidentiality of personal information pertaining to individual members; i.e., sealing them in envelopes. Payroll will be delivered to police administration by the Finance Department in a sealed envelope and police administration will place payroll in individual sealed envelopes for distribution.

SECTION 14.05 PURGING OF CITIZENS' COMPLAINTS

City agrees that it will comply with the law and ensure that after five (5) years of the filing and/or submission of any citizen complaint involving any sworn police officer, City will take such actions as are permissible or required by law to purge and/or destroy all such complaints and any investigation(s) resulting therefrom. City also agrees that it will comply with Penal Code § 832.5 regarding the storage and /or segregation of personnel and/or citizen complaints. The City agrees that it will comply with Policy 1026 of the City of Irwindale Police Department Policy Manual, as revised and mutually agreed upon by the parties on or about September 3, 2015 and that said policy should be incorporated herein.

SECTION 14.06 MINIMUM STAFFING LEVEL (MSL)

Minimum staffing levels (MSL) for each patrol shift (A & B) shall be as follows: 1-Watch Commander at the rank of Sergeant or Corporal; 3 Patrol Officers. Generally, traffic officers, the K-9 unit, Detectives and Reserve Officers on mandatory shift assignment will not be used to meet MSL unless special circumstances exist. For the purpose of meeting MSL requirements, it is the intent of this provision to replace personnel with appropriately qualified personnel of comparable rank. For example, when the scheduled patrol watch commander is unable to work, a replacement watch commander should be of the appropriate rank, Sergeant or Corporal. If a patrol officer is unable to work, then a patrol officer shall be called in as a replacement. Qualified Level I Reserve Officers may be used to replace a patrol officer position if no patrol officers are available to cover the shift. The Department will attempt to use payback time for replacements as often as possible; however, the safety of the patrol officers and duty to the City shall be the priority when locating replacements.

During times of special circumstances, it may become necessary to make alternative arrangements for covering patrol shifts to meet MSL. If circumstances arise that require action contrary to this MOU, the Department will take the necessary action to provide adequate coverage for patrol with due regard for the public and officer safety. The Department shall make efforts, however, to adhere to the intent of this provision with the understanding that situations may require a temporary modification to deployment.

SECTION 14.07 CONFIGURATION OF POLICE VEHICLE EMERGENCY EQUIPMENT

The City agrees to utilize its best efforts to configure the placement of emergency and other police equipment installed in police vehicles in such a manner as to assure, to the maximum extent possible given the various makes and models of police vehicles in the City's fleet, that such configuration is uniform for all police vehicles so as to reduce the time necessary to deploy or utilize such equipment by members of the IPOA Unit in the discharge of their law enforcement duties.

SECTION 14.08 POLICE OFFICER SIDEARMS

The City shall replace sidearms at its discretion based upon its determination of its useful life. The City shall maintain an officer's department issued sidearm and have it inspected on a bi-annual basis by an approved armorer. The City will allow for an officer to carry his/her personally owned sidearm while on duty. Personally owned sidearms must be selected from a mutually agreed upon list of weapons with ammunition selected and approved by the Chief of Police. An officer choosing to use his/her personally owned sidearm will be responsible for the

purchase, maintenance, and bi-annual inspection of that sidearm by an armorer certified for the exact weapon chosen, as well as all accessories associated with that sidearm. An officer who separates from employment in good standing having a minimum five (5) years of full-time service as an Irwindale police officer shall be entitled to own the sidearm issued to them at the time of their separation.

The IPOA shall be entitled to purchase for the employee for one ($1) dollar the duty weapon of any retiring officer or reserve who separates from employment in good standing with at least 10 (ten) years service upon the employee's retirement. Those separating in good standing with five (5) to ten (10) years service time shall be entitled to retain their duty weapon, but shall be required to pay fair market value for their duty weapon.

SECTION 14.09 APPLICATION OF PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS ACT TO RESERVE OFFICERS

The Chief of Police agrees to recommend to the City Council a request that the full protections set forth in the Public Safety Officers' Procedural Bill of Rights (California Government Code $3303, *et seq.*) be afforded to all reserve officers employed by the City.

SECTION 14.10 TIMELY CONCLUSION OF PERSONNEL COMPLAINTS

The City agrees that it will comply with the law and undertake to timely investigate and resolve all personnel complaints and/or grievances and that, in any event, the City will resolve all such complaints within one (1) year of written submission of same.

SECTION 14.11 COMPUTER LOAN PROGRAM

The City agrees to maintain its existing Employee Computer Purchase Loan Plan which allows eligible employees to apply for loans to purchase computers and software approved by the City up to a maximum of $3,000.00 for first time applicants and $2,000.00 every two years thereafter.

SECTION 14.12 CONTRACTING OUT PROVISION

The parties agree that there will be no implementation of an agreement by the City to acquire Police services (sworn and non-sworn) by any entity other than the Irwindale Police Department during the term of this MOU.

SECTION 14.13 CATASTROPHIC LEAVE DONATION POLICY

Attached as Exhibit A is the agreed upon CATASTROPHIC LEAVE DONATION POLICY.

SECTION 14.14 CHIEF'S OPERATIONS ORDER 2011-3/SHIFT EXCHANGES / DAY TRADES

Attached as Exhibit B is the agreed upon revisions to the CHIEF'S OPERATIONS ORDER 2011-3/SHIFT EXCHANGES/DAY TRADES.

SECTION 14.15 DEPARTMENT MANUAL 348.2.6 REVISIONS/ON CALL OR COURT STANDBY TIME ACCRUAL

Attached as Exhibit C is the agreed upon addition to the Department Manual as Section 348.2.6 ON CALL OR COURT STANDBY TIME ACCRUAL.

SECTION 14.16 DEPARTMENT MANUAL 1041.1.7 NON-SCHEDULED OVERTIME

This section shall govern the method used to assign unit members to perform non-scheduled hours of work, which may result in overtime dependent upon hours-worked computations made pursuant to MOU Section 7.01. Attached as Exhibit D is a Police Department Employee Non-Scheduled Call In Roster. Future members in the unit shall be added to the roster in order of inclusion within the unit and at the end of each respective, sergeant, patrol and dispatcher/clerks roster column. Subject to the exception described below, the non-scheduled employee call in roster shall be used by supervisors and/or their designee when calling in Department personnel. It is imperative that the supervisor or their designee utilize the call in roster for each incident requiring the call in of a unit member. The supervisor or designee will indicate on the available space of the roster which Department employee was contacted, whether the employee responded to the call and went in service, whether a message was left without answer and the time that the message was left, or the time when the contact was answered and the employee declined (where no order to respond was issued) to perform the call in duties. After the call in incident is covered, the supervisor or designee will place the non-scheduled call in roster in a binder which may be reviewed by unit members.

In utilizing the non-scheduled call in roster, the first individual in each classification provided the opportunity to respond to the call in, shall be the person whose name immediately follows the name of the last person in the classification who was contacted regarding performance of non-scheduled call in duties.

The supervisor and/or designee shall be relieved of the obligation to utilize the non-scheduled call in roster when staffing an incident, in those situations where, in the supervisor or designee's sole discretion, to utilize the above non-schedule call in process would be reasonably anticipated to jeopardize officer and/or public safety.

ARTICLE 15
COMPLETION OF NEGOTIATIONS AND FULL UNDERSTANDING

SECTION 15.01 COMPLETION OF NEGOTIATIONS

The City and the Recognized Employee Organization acknowledge and agree that each has had a full and unrestricted right to make, advance, and discuss all matters properly within the scope of the meet and confer process in accordance with state law and/or local ordinance. During the remaining term of this MOU, the parties expressly waive the right to meet and confer except upon mutual consent of the parties, with respect to any subject or matter, whether referred to or covered in this MOU, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time the meet and confer process was undertaken.

SECTION 15.02 FULL INTEGRATION AND UNDERSTANDING

This MOU terminates and supersedes all prior Memoranda of Understanding and/or other written agreements between the parties. However, all provisions of existing City rules, regulations, resolutions, ordinances, policies and past practices relating to matters within the Recognized Employee Organization's scope of representation not specifically contained in, or referred to by this MOU shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU.

SECTION 15.03 PENDING MEET AND CONFER ITEMS

Notwithstanding the provisions of Sections 15.01 and 15.02 above, the City and the Recognized Employee Organization agree to meet and confer on the following items during the term of this MOU:

A. Updating the City Personnel Rules, including any discrimination, harassment and retaliation policies which includes a defined disciplinary appeal procedure;

B. Updating, modifying and/or instituting a new Employer-Employee Relations Resolution which includes a defined impasse procedure;

C. Negotiating and implementing Performance Standards and Improvement Plan, Relationship Policy, Cell Phone Policy, Promotional Testing Policy, and Patrol team schedule changes, Wellness Program, and Employee Rewards and Recognition Program; and

D. Updating and/or creating City Job Descriptions.

ARTICLE 16
DRAFTING PROVISIONS

SECTION 16.01 SEVERABILITY DECLARED

Should any provisions of this MOU be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU. The parties shall meet and confer over a new provision to replace any such provision stricken by law.

SECTION 16.02 JOINT DRAFTING

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 16.03 MODIFICATION

This MOU may only be modified or amended by written agreement between the parties.

ARTICLE 17
RATIFICATION AND EXECUTION

This MOU has been developed as a result of meet and confer sessions between representatives of the City and the Recognized Employee Organization regarding issues related to wages, hours and other terms and conditions of employment. The City's representatives and the Recognized Employee Organization have reached an understanding as to certain recommendations to be made to the City Council for the City of Irwindale and have agreed that the parties hereto will jointly urge said Council to adopt a new wage and benefit resolution which will provide for the changes contained in said joint recommendation. The parties hereto acknowledge that this MOU shall not be in full force and effect until adoption by the City Council of the City.

Subject to the foregoing, this MOU is executed by the authorized representatives of the City and the Recognized Employee Organization and entered into this day of _____, 2023.

CITY OF IRWINDALE

_____
Julian A. Miranda, City Manager/Municipal Employee Relations Representative

_____
Adrian R. Guerra, Esq., City Attorney

_____
Mary Hull, Human Resources/Risk Manager

IRWINDALE POLICE OFFICERS' ASSOCIATION

_____
Jesus Bravo, IPOA President

_____
Manuel Campos, IPOA Vice-President

ATTACHMENT A-1

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2021-2022

Effective July 11, 2021

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	Hourly	63	51.7500	54.3375	57.0543	59.9067	62.9024
		Bi-Weekly		4,140.00	4,347.00	4,564.35	4,792.54	5,032.19
		Monthly		8,970	9,419	9,889	10,384	10,903
		Annual		107,640	113,022	118,673	124,606	130,837
IPOA	Police Corporal	Hourly	54	41.4375	43.5096	45.6851	47.9692	50.3678
		Bi-Weekly		3,315.00	3,480.77	3,654.81	3,837.54	4,029.42
		Monthly		7,183	7,542	7,919	8,315	8,730
		Annual		86,190	90,500	95,025	99,776	104,765
IPOA	Police Officer	Hourly	52	39.4409	41.4130	43.4837	45.6577	47.9409
		Bi-Weekly		3,155.27	3,313.04	3,478.69	3,652.62	3,835.27
		Monthly		6,836	7,178	7,537	7,914	8,310
		Annual		82,037	86,139	90,446	94,968	99,717
IPOA	Police Dispatcher/Clerk	Hourly	38	27.1005	28.4553	29.8784	31.3721	32.9409
		Bi-Weekly		2,168.04	2,276.42	2,390.27	2,509.77	2,635.27
		Monthly		4,697	4,932	5,179	5,438	5,710
		Annual		56,369	59,187	62,147	65,254	68,517

ATTACHMENT A-2

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2022-2023

Effective July 10, 2022 (3% COLA)

Unit	Position Title	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	Hourly	63	53.3024	55.9673	58.7659	61.7043	64.7894
		Bi-Weekly		4,264.19	4,477.38	4,701.27	4,936.35	5,183.15
		Monthly		9,239	9,701	10,186	10,695	11,230
		Annual		110,869	116,412	122,233	128,345	134,762
IPOA	Police Corporal	Hourly	54	42.6808	44.8149	47.0558	49.4087	51.8793
		Bi-Weekly		3,414.46	3,585.19	3,764.46	3,952.69	4,150.35
		Monthly		7,398	7,768	8,156	8,564	8,992
		Annual		88,776	93,215	97,876	102,770	107,909
IPOA	Police Officer	Hourly	52	40.6245	42.6558	44.7885	47.0279	49.3793
		Bi-Weekly		3,249.96	3,412.46	3,583.08	3,762.23	3,950.35
		Monthly		7,042	7,394	7,763	8,152	8,559
		Annual		84,499	88,724	93,160	97,818	102,709
IPOA	Police Dispatcher/Clerk	Hourly	38	27.9135	29.3091	30.7745	32.3135	33.9293
		Bi-Weekly		2,233.08	2,344.73	2,461.96	2,585.08	2,714.35
		Monthly		4,838	5,080	5,334	5,601	5,881
		Annual		58,060	60,963	64,011	67,212	70,573

ATTACHMENT A-3

CITY OF IRWINDALE

Full-Time Salary Schedule

Fiscal Year 2023-2024

Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	54.9014	57.6466	60.5288	63.5553	66.7332
			Bi-Weekly		4,392.12	4,611.73	4,842.31	5,084.42	5,338.65
			Monthly		9,516	9,992	10,492	11,016	11,567
			Annual		114,195	119,905	125,900	132,195	138,805
IPOA	Police Corporal	2	Hourly	54	43.9611	46.1591	48.4673	50.8909	53.4356
			Bi-Weekly		3,516.88	3,692.73	3,877.38	4,071.27	4,274.85
			Monthly		7,620	8,001	8,401	8,821	9,262
			Annual		91,439	96,011	100,812	105,853	111,146
IPOA	Police Officer	19	Hourly	52	41.8433	43.9356	46.1322	48.4389	50.8611
			Bi-Weekly		3,347.46	3,514.85	3,690.58	3,875.12	4,068.88
			Monthly		7,253	7,616	7,996	8,396	8,816
			Annual		87,034	91,386	95,955	100,753	105,791
IPOA	Police Dispatcher/Clerk	5	Hourly	38	28.7510	30.1885	31.6981	33.2832	34.9471
			Bi-Weekly		2,300.08	2,415.08	2,535.85	2,662.65	2,795.77
			Monthly		4,984	5,233	5,494	5,769	6,058
			Annual		59,802	62,792	65,932	69,229	72,690

EXHIBIT A

RESOLUTION NO. 2013-30-2624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPLACING RESOLUTION NO. 2011-23-2509, ESTABLISHING THE CATASTROPHIC LEAVE DONATION POLICY

WHEREAS, the City of Irwindale wishes to provide a Catastrophic Leave Donation Policy that provides paid leave for all full-time employees who have exhausted all other paid leave and who suffer from a catastrophic injury or illness or who have to provide care for a family member who suffers from a catastrophic injury or illness; and

WHEREAS, an employee who has accrued vacation, floating holiday, administrative leave, or compensatory time may donate a portion of his/her accrued time to another employee who is or will be absent for an extended period of time for medical or for family care reasons, and who does not have sufficient accrued leave time to cover his/her absence; and

WHEREAS, the City has consulted and conferred in good faith with all bargaining units on matters within the scope of representation with respect to this policy; and

WHEREAS, the adoption of this policy does not have a fiscal impact on the City; and

WHEREAS, the City Council has previously adopted at its regularly scheduled meeting on May 25, 2011 Resolution No. 2011-23-2509 establishing a catastrophic leave donation policy; and

WHEREAS, to facilitate administration, the catastrophic leave donation policy established by Resolution No. 2011-23-2509 should be rescinded and replaced with the revised Catastrophic Leave Donation Policy effective June 26, 2013; and

WHEREAS, a copy of the revised Catastrophic Leave Donation Policy effective June 26, 2013 is attached to this Resolution as Exhibit A; and

WHEREAS, by this resolution, the City Council desires to rescind the catastrophic leave donation policy established by Resolution No. 2011-23-2509 and replace it with this Resolution.

NOW, THEREFORE, be it resolved by the City Council of the City of Irwindale that:

1. Resolution No. 2011-23-2509 is rescinded and replaced with this Resolution No. 2013-30-2624.

2. The City Council hereby authorizes the adoption of the revised Catastrophic Leave Donation Policy effective June 26, 2013, attached hereto as Exhibit A.

3. The Deputy City Clerk shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED AND ADOPTED this 26th day of June 2013.

Julian A. Miranda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2013-30-2624 was adopted at a regular meeting of the City Council held on June 26, 2013, by the following vote:

AYES:	Councilmembers:	Breceda, Fuentes, Garcia, Ortiz, Mayor Miranda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "A"

CITY OF IRWINDALE
CATASTROPHIC LEAVE DONATION POLICY
Effective June 26, 2013

The purpose of this Catastrophic Leave Donation Policy is to provide paid leave for all full-time employees who have exhausted all other paid leave and who suffer from a catastrophic injury or illness or who have to provide care for a family member who suffers from a catastrophic injury or illness.

An employee who has accrued vacation, floating holiday, administrative leave, or compensatory time may donate a portion of his/her accrued time to another employee who is or will be absent for an extended period of time for medical or for family care reasons, and who does not have sufficient accrued leave time to cover his/her absence.

Upon verification from a medical authority that an employee has been stricken by a catastrophic illness or injury and is incapacitated from performing his/her job duties, or that an employee's family member suffers from a catastrophic injury or illness, and upon verification that the employee has exhausted all of his/her accumulated leave, the Department Head and the City Manager may determine that an employee is eligible to receive donations of accumulated leave time from fellow employees.

Catastrophic injury or illness is defined as a life-threatening injury or illness which totally incapacitates the employee or the employee's family member, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee for his or her own injury or illness or to care for a family member, resulting in the loss of compensation from the City for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as colds, influenza, measles, and other common illnesses or injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer, AIDS, residual effects of stroke, or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic.

Upon determination that an employee is eligible, a notice shall be distributed to all employees through the Human Resources Department advising that accumulated leave hours may be donated to the eligible employee. The maximum amount of donation an employee may receive in a 12-month period is 1,000 hours. The 12-month period means a rolling 12-month period measured backward from the date leave is taken.

All accrued leave of the recipient accrued during his/her absence will be used before any donations are applied. These hours must be integrated with the employee's disability (both SDI and voluntary LTD) or state paid family leave benefit payments, if applicable. In no event shall an employee receive a combination of leave donations and

disability/paid family leave payments in an amount that would exceed the employee's pre-incident earnings. Employees receiving worker's compensation benefits are not eligible for participation in the Catastrophic Leave Donation Program.

The minimum number of hours that may be donated by an employee is one (1) and the maximum donation by an employee is eighty (80) hours per fiscal year. Only full-hour increments of leave time are transferrable. Donation of time shall be limited to accrued vacation, floating holiday, administrative leave, or compensatory time, and does not include sick leave, or any other accumulated leave.

Donations are reflected as an hour-for-hour deduction from the leave balance of the donating employee and will be received on an hour-for-hour basis by the recipient, regardless of the differing pay rates. Donated hours will not be deducted from the donor's leave balance until transferred to the receiving employee.

Donations will be provided to the recipient employee incrementally each pay period in the order in which the donations were received. If all of the donated hours are not used by the time the recipient returns to work, then the unused hours will not be processed through Payroll and the donor will be notified that the hours were not used.

Employees wishing to donate leave time must complete a "Donation of Leave" form so that the time may be credited to the proper person. This form is to be submitted to the Human Resources Department. All employee participation in the Catastrophic Leave Donation Program is on a strictly voluntary basis. No employee shall be coerced, threatened, intimidated, or financially induced into donating paid leave time to this program. Donations shall be kept confidential and shall not be revealed to the recipient, other donors, and/or other employees.

Donations are not tax deductible for the donating employee. Donated leave time is subject to the recipient's normal payroll deductions and are subject to all taxes as required by law.

IRWINDALE

Catastrophic Leave Donation Form

In accordance with the City of Irwindale's Catastrophic Leave Donation Policy, I hereby authorize the City to make a deduction from my accrued leave bank(s) as stated below and to donate the hours to _____, who is or will be absent for an extended period of time for medical or family care reasons, and who does not have sufficient accrued leave time to cover his/her absence.

I understand that donations are reflected as an hour-for-hour deduction from the leave balance of the donating employee and will be received on an hour-for-hour basis by the recipient, regardless of the differing pay rates. Donated hours will not be deducted from the donor's leave balance until transferred to the recipient.

My participation is strictly on a voluntary basis and I was not coerced, threatened, intimidated, or financially induced into donating my accrued leave time.

I was also advised of the following:

1. Donations shall be kept confidential and shall not be revealed to the recipient, other donors, and/or other employees.
2. Donations are not tax deductible for the donating employee.
3. Donated leave time is subject to the recipient's normal payroll deductions and are subject to all taxes as required by law.

Please deduct the following hours from my leave bank(s):

Vacation Leave Hours: _____

Floating Holiday Hours: _____

Administrative Leave Hours: _____

Compensatory Time Hours: _____

Donor's Name: _____

Signature: _____

Date: _____

EXHIBIT B

CHIEF'S OPERATIONS ORDERS

2011 – 3

Shift Exchanges/ Day Trades

Currently the police department allows employees to select work shifts based on a tier rotation system every four months. It is the department's position when an employee is assigned to a specific work schedule based on this shift selection rotation, it is that employee's responsibility to fulfill the scheduled shift assigned.

With regards to all police department employees requesting "Shift Exchanges or Day Trades" the following will be protocol for the approval of such requests:

1) The Supervisor of either effected shifts for the requesting employees must approve and sign the "Shift Exchange Request" form to acknowledge the request.

2) Both shifts must be worked within the same 28 day department work schedule cycle

3) Shift exchange days that an employee works will still fall under the department's "16 hour work rule" within the overtime policy (3.0.138)

4) Employees may not request to use an already approved shift exchange day towards another separate shift exchange request

5) The employee that was originally scheduled to work the shift is responsible for that shift being completed and staffing levels meet the MSL per the MOU

6) Employees may not sign-up to work an overtime shift on a day they were originally scheduled to work

7) Shift exchanges can only be with the same rank (officer for officer and supervisor for supervisor)

Approvals for "Shift Exchanges or Day Trades" that do not meet these guidelines may be approved by a department administrator, at their discretion.

EXHIBIT C

ON CALL OR COURT STANDBY TIME ACCRUAL

If a police employee is issued a valid Standby (On-Call) court subpoena and is off that day, they will be compensated from the hours of 0830 hours to 1700 hours unless or until notified by the court, the district attorney's office or the department's court liaison or supervisor, that the police employee is no longer on Standby. Standby compensation shall end concurrent with said notice being provided. The department court liaison officer or supervisor shall, notify the affected employee via telephone message and department email that the police employee is no longer on Standby. Notice is deemed made and completed at the time of the notice being transmitted. Notice shall be effective for all purposes in this section, regardless of whether or not the employee actually accesses the notice. Notices from the court or district attorney's office shall be effective for all purposes in this section, when transmitted either personally or in the manner provided for herein by department personnel. If the police employee is not notified of the cancelations of the court Standby time, the affected employee shall be permitted to submit for the time (0830-1700 hours) where they were not notified of the cancelation of the Standby time. The police employee will be compensated at the employee's regular pay rate, at half time, for the entire time the police employee is considered to be on Standby time. Example: A police employee is placed on court Standby time for the day. The court Standby time is 8.5 hours however; the employee will be paid 4.25 hours at the regular pay rate for the court Standby time.

EXHIBIT D

CALL-IN ROSTER

SERGEANTS	A / B / S / CX / ANSWER
AVILA, Robert	
GOMEZ, Greg	
SAPIEN, Rene	
ARIAS, Michael	
CAMPOS, Manuel	
CORNEJO, Diego	
CORPORALS	**A / B / S / CX / ANSWER**
OIC'S	**A / B / S / CX / ANSWER**
GONZALES, Raymond	
BRAVO, Jesus	
CAMPOS, Rudy	

PATROL	A / B / S / CX / ANSWER
GONZALES, Raymond	
BRAVO, Jesus	
CAMPOS, Rudy	
GARZA, Leonard	
TAPIA, Matthew	
HARDY, Joe	
CORY, Shawn	
ARAICA, Byron	
AGUILAR, Luz	
COTA, Joeseph	
GRAVATT, Heath	
RODRIGUEZ, Jorge	
LOPEZ, Nicholas	
ARMSTRONG, James	
SANCHEZ, Jaycon	
NUNEZ, Cesar	
ORTIZ, Steven	
JOHNSEN, Glen	
AMESOLA, Luis	

DISPATCHERS	A / B / S / CX / ANSWER
HERNANDEZ, Joan	
AGUILAR, Erain	
AVILA, Mariela	
SANCHEZ, Ivania	
GOMEZ, Briana	
ORTIZ, Norma	
CAMPOS, Rudy	
SANCHEZ, Jaycon	
CORNEJO, Diego	

A - Working A Shift
B - Working B Shift
S - Sick
CX - Comp Off
Answer - Yes or no if they can work

Updated 01/19/2023

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1E

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim: Herman David Bravo, a minor against City of Irwindale.

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Herman David Bravo, a minor, against the City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On January 9, 2023, the City received a claim for damages from claimant Herman David Bravo, a minor. Claimant Bravo alleges that he sustained injuries when he tripped and fell as he walked north on the Santa Fe Dam entry road past the Santa Fe Dam Entry kiosk.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim on the basis that the location is not owned, controlled, or maintained by the City of Irwindale. Accordingly, staff is recommending that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachments:

Claim for Damages received January 9, 2023
Recommendation for Rejection

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

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

RECEIVED
JAN 09 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant HERMAN DAVID BRAVO	Claimant's Occupation STUDENT
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant	Business Telephone Number [redacted]

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

THE DOMINGUEZ FIRM, LLP 3250 WILSHIRE BLVD., STE. 2200, LOS ANGELES, CA 90010

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 7/20/2022 Time: 9:00AM If claim is for Equitable Indemnity, give date claimant served with complaint: _____	CITY EMPLOYEES RESPONSIBLE FOR THE INSPECTION, MAINTENANCE AND UPKEEP OF SANTA FE DAM ROADS. INVESTIGATION IS ON-GOING, CLAIMANT DOES NOT YET KNOW THE NAMES OF ALL EMPLOYEES INVOLVED.

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

Claimant tripped and fell on the Santa Fe Dam road, north of the Santa Fe Dam Entry Kiosk, in the City of Irwindale, CA, as shown on the attached scene location exhibits.

Describe in detail how the DAMAGE or INJURY occurred.

Claimant tripped and fell as he walked north on the Santa Fe Dam entry road past the Santa Fe Dam Entry Kiosk, on cracked, uneven, and deep pot holes. Said area was dilapidated, poorly maintained, and uneven for an extended and unreasonable length of time. Further, for pedestrians, including Claimant, entering the dam the the downward slope of this road made the dilapidated area, pot holes, cracks, and uneven road levels difficult to see.

Why do you claim the City of Irwindale is responsible?

The City, by and through its employees, is responsible for the maintenance, upkeep, inspection, and condition of this road. City employees were aware of the poor condition of the roadway where Claimant ultimately fell, and failed to warn of the condition and danger the roadway posed for pedestrians, such as Claimant, and failed to repair the road. The condition of the roadway made it dangerous and likely to cause the exact type of trip and fall that occurred in this incident. The City is responsible for this dangerous condition of public property.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

Claimant sustained fractures to his left leg and left knee, and injuries to his neck, back, and head. He required an open reduction with internal fixation surgery for his left knee. He currently still in treatment and undergoing physical therapy. He has not recovered and is pending follow up appointments with his orthopedic surgeon.

Claimant's Name:
Herman Bravo

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

$1,000,000.00 for past and future special damages for on-going and pending medical care. Claimant is still in recovery and has not yet regained the full use of his injured leg. Claimant continues to endure pain and suffering and is still in treatment.

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

$1,000,000.00 for future loss earning potential, lost earnings, reduction in quality and enjoyment of life, and on-going pain and suffering.

Was damage and/or injury investigated by the police? No If yes, what City? None

Were paramedics or ambulance called? No If yes, name City or ambulance None

If injured, give name and address of your doctor and the date and time of your first visit: On July 20, 2022 Claimant treated at:

Orthopaedic Institute for ChildrenChildren's hospital in Los Angeles, California
Address: 403 W Adams Blvd, Los Angeles, CA 90007

Doctors and Hospitals:

Doctor Orthopaedic Institute for Children Address 403 W Adams Blvd, LA CA Date Hospitalized 7/20/2022

Hospital UCLA Harbor Address 1000 W Carson St, Torrance, CA Date Hospitalized 7/20/2022

Hospital _____ Address _____ Date Hospitalized _____

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

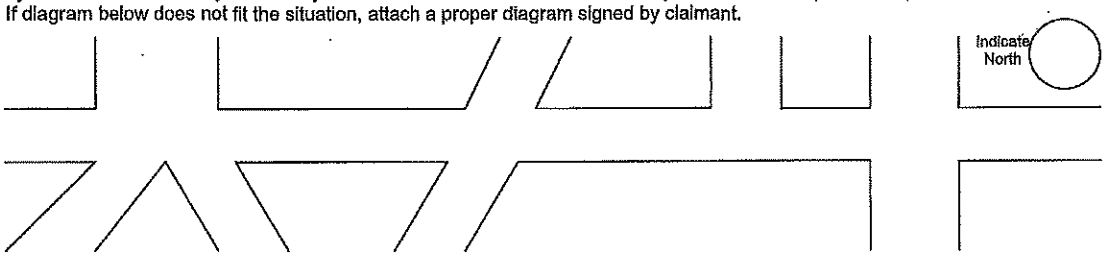
Name Martha Gloria Reyes (Mother) Address [redacted] Phone [redacted]

Name _____ Address _____ Phone _____

READ CAREFULLY

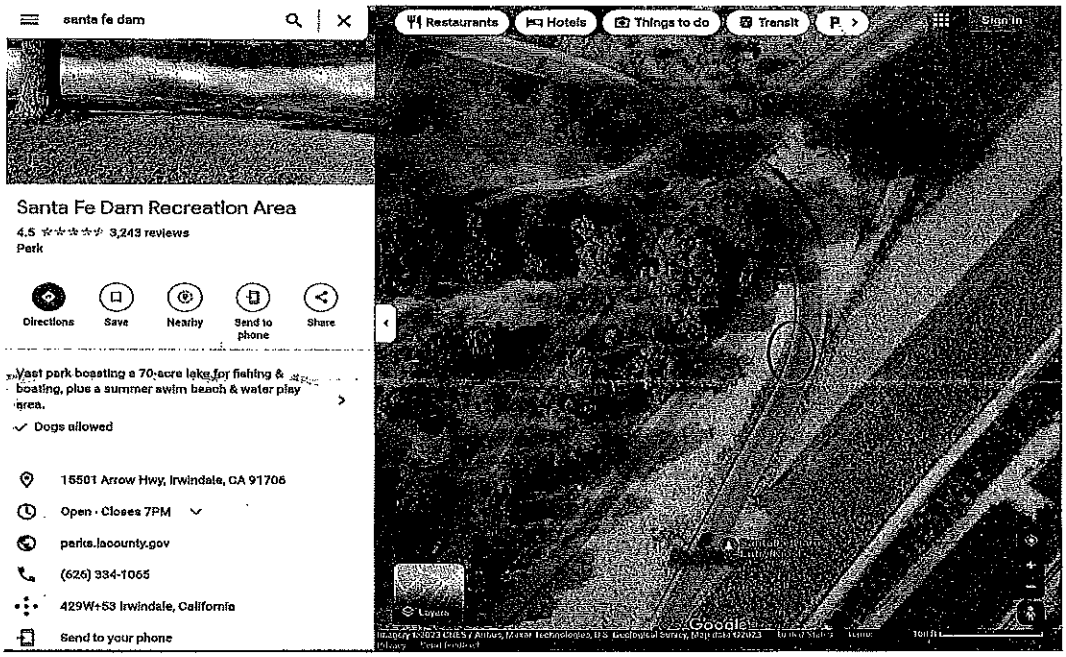
For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

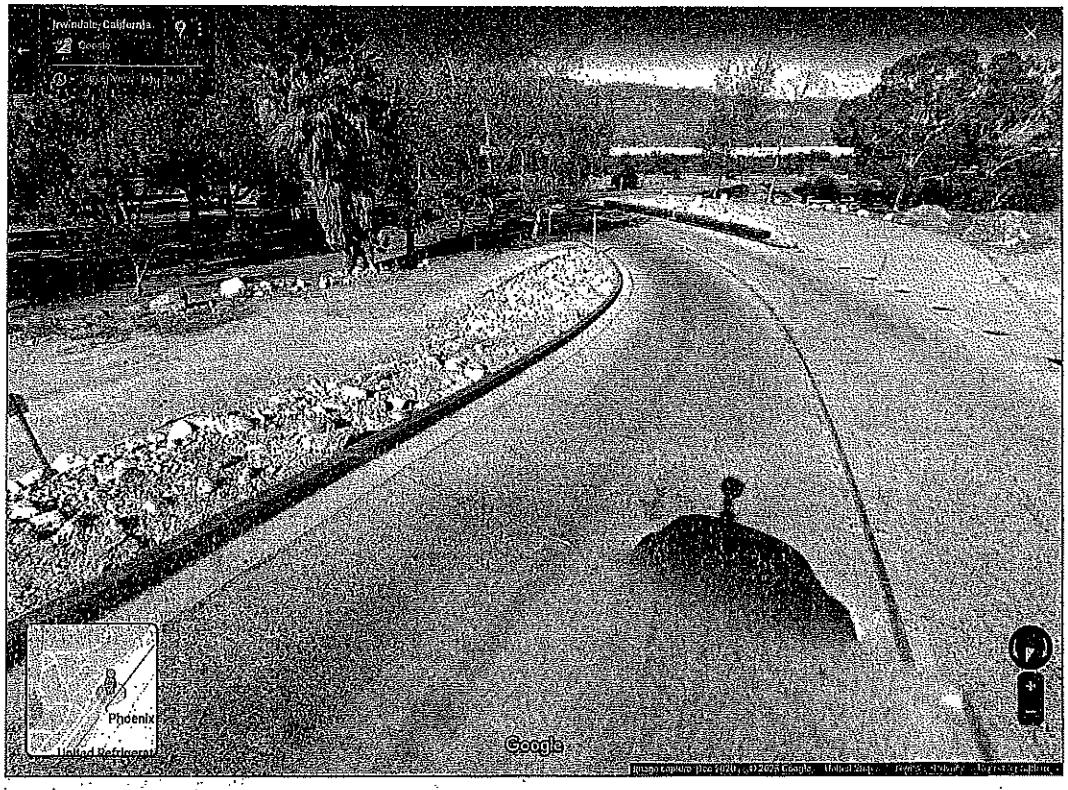
If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	Carlos A. Gomez, Esq., Esq. Dominguez Firm, LLP, attorneys for Claimant Herman Bravo, a minor.	1/3/2023

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


santa fe dam
Restaurants
Hotels
Things to do
Transit
Sign in
Santa Fe Dam Recreation Area
4.5 3,243 reviews
Park
Directions
Save
Nearby
Send to phone
Share
Vast park boasting a 70-acre lake for fishing & boating, plus a summer swim beach & water play area.
Dogs allowed
15501 Arrow Hwy, Irwindale, CA 91706
Open · Closes 7PM
parks.lacounty.gov
(626) 334-1065
429W+53 Irwindale, California
Send to your phone
Layers
Google


Irwindale, California
Phoenix
Google

CARL WARREN & COMPANY
Claims Management and Solutions

January 26, 2023

To: City of Irwindale
Attn: Mary Hall

RE:	Claimant	:	Herman David Bravo, a minor
	Member	:	City of Irwindale
	Date of Event	:	7/20/22
	CW File Number	:	3041815

We have reviewed the above captioned claim and request that you take the action indicated below:
CLAIM REJECTION: Send a standard rejection letter to the claimant.

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

Best Regards,
CARL WARREN & CO.

Glen Raphael

Glen Raphael
Claims Examiner
Email: graphael@carlwarren.com
Office Tel.: 657 622 4315

CC Item 1F

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim: Mariela Avila against City of Irwindale.

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Mariela Avila against City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On June 21, 2022, the City received a claim for damages from claimant Mariela Avila. Claimant Avila alleges i) gender discrimination and harassment, ii) failure to prevent discrimination, harassment, or retaliation, iii) sexual harassment, iv) quid pro quo sexual harassment, v) hostile work environment, and vi) violation of Labor Code Section 226. The claim alleges that former Chief Henshaw and Mrs. Avila began what was then a consensual sexual relationship which ultimately resulted in retaliation against Mrs. Avila when she chose to stop the intimate relationship with Chief Henshaw.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co. The City conducted a confidential internal investigation into the allegations thereafter. Based on the results of the investigation, staff is recommending that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Claim for Damages received June 21, 2022

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

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

Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Mariela Isabel Avila	Claimant's Occupation Police Officer
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:
Adept Legal Counsel, PC
340 South Lemon Avenue, Suite 8933, Walnut, CA 91789

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: June 2018 to present Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Chief Ty Henshaw and Captain John Fraijo

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

Please see detailed letter attached hereto

Describe in detail how the DAMAGE or INJURY occurred.

Please see detailed letter attached hereto

Why do you claim the City of Irwindale is responsible?

City of Irwindale is required to protect its citizens. Ty Henshaw acted in his position of Chief of Police of the City of Irwindale in his treatment of Mrs. Avila. He used the power of his position to discriminate against Mrs. Avila when she refused his sexual advances.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

Claimant is a police dispatcher who works as a subordinate to the Chief of Police. Chief of Police exercises authority over the claimant and there is presence of power in their relationship.

Claimant's Name:

Mariela Isabel Avila

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

To be determined at trial but please see attached letter

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

To be determined at trial but please see attached letter

Was damage and/or injury investigated by the police? No If yes, what City? _____

Were paramedics or ambulance called? No If yes, name City or ambulance _____

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

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

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

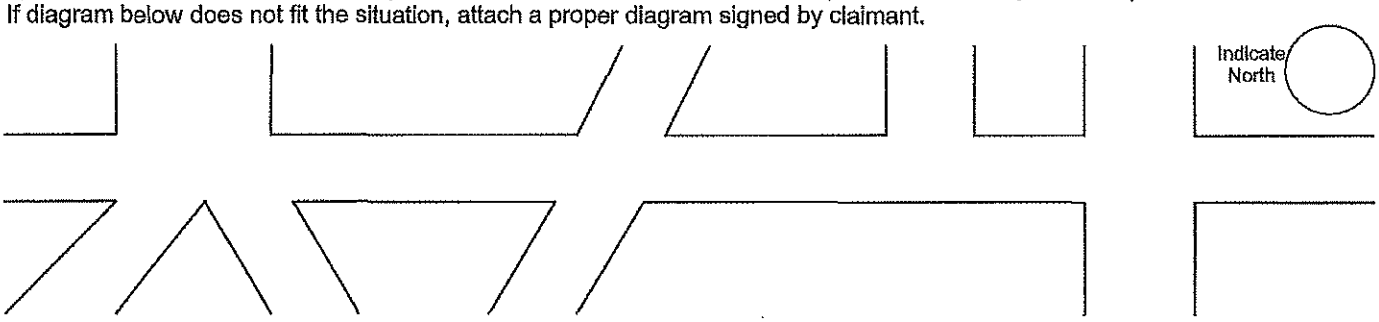
Name Nilda Chavez Address _____ Phone [redacted]

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	Brian M. Heit, Esq.	

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

ADEPT LEGAL COUNSEL

Adept Legal Counsel PC
340 South Lemon Avenue, Suite 8933
Walnut, CA 91789
(310) 744-5227

June 21, 2022

Via email to: aflowers@awattorneys.com
Aleshire & Wydner LLP
Attn: Alison S. Flowers
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245

RE: **Mariela Avila Claims Against the City of Irwindale: Police Department, Chief Ty Henshaw, and Captain John Fraijo**

Dear Ms. Flowers:

Please be advised that this office represents Mariela Avila (hereinafter "Mrs. Avila") in the captioned matter. If you are represented by counsel, then please forward this letter to your counsel and ask that they contact my office within ten (10) business days to address all claims explained in detail below. If you are not represented by counsel, please reach out to my office within the above time period to avoid formal escalation of this matter.

This demand letter and the accompanying form, titled, City of Irwindale Claim for Damages To Person or Property shall serve as notice of claim in compliance with California Tort Claims Act section 910 – 913.2 et cettera.

Please be advised that this letter constitutes an offer of compromise and settlement under California Evidence Code section 1152 and Federal Rules of Civil Procedure Rule 408, regarding the City of Irwindale's police administration's unlawful conduct toward our client Mrs. Avila. This letter may not be used in any legal proceeding between the parties. This letter is provided in an effort to avoid costly and time-consuming litigation and to seek an immediate, cost-effective, and fair resolution to this case. The description of facts contained herein is not intended to be exhaustive, and we reserve the right to supplement and/or modify the facts as further investigation dictates. We reserve the right to make complaints to the Equal Employment Opportunity Commission while the City of Irwindale (hereinafter the "City") considers this demand letter.

ADEPT LEGAL COUNSEL

INTRODUCTION

Mrs. Avila has been employed as a Police Dispatcher with the Police Department for City of Irwindale (hereinafter "Police Department") since 2007, her husband, Mr. Robert Avila (hereinafter "Mr. Avila) is a Sergeant with the Police Department, and her stepfather, Richard Breceda is also a retired Police Officer for the City. Ty Henshaw, Chief of Police (hereinafter "Chief Henshaw") for the Police Department and Mrs. Avila began what was then a consensual sexual relationship in June of 2018 that continued until April 2019 while Mrs. Avila and Mr. Avila were having marital issues. Despite Mrs. Avila's numerous attempts to end the sexual relationship with Chief Henshaw, he has continued to pursue Mrs. Avila by rubbing his penis on Mrs. Avila without consent during a work event, placing his groin near Mrs. Avila's face while she was fielding dispatch calls, requesting nude photographs, sending sexually charged text messages, and ultimately retaliating against Mrs. Avila when she chose to stop the intimate relationship with Chief Henshaw. This sexual relationship occurred in blatant defiance of Chief Henshaw's morality clause included in his employment agreement and California and Federal Law.

Our client is prepared to file suit to address this conduct and has advised us to cease negotiations should the City fail to engage in good faith and in a timely manner or enter a timely tolling agreement should the City want to investigate the claim rather than resolve it further, our office has reviewed text messages, cell phone records, and interviewed third party witnesses who corroborate Mrs. Avila's rendition of the allegations presented within this demand letter. Should the City decide to defend this matter, our client is prepared to make this matter public and levy the full impact of the media to bring light to the City's failure to address its Chief of Police and subordinate officers' conduct.

Since April 2019, Chief Henshaw has continued to make sexual advances towards Mrs. Avila and continues to ignore Mrs. Avila's repeated requests and demands that Chief Henshaw stop these advances. Chief Henshaw is within Mrs. Avila's chain of command and responded to unrequited sexual advances with a pattern of harassment, in the form of sexual communications, via text, phone call, and in-person at the Police Station, as well as, sexual battery, rubbing his penis on Mrs. Avila, and retaliation against Mrs. Avila in various forms. In addition to Chief Henshaw's conduct, he has also enlisted his subordinate officer, Captain John Fraijo (hereinafter "Captain Fraijo") to execute on his ill-will and malice towards Mrs. Avila by terminating her as Communication Training Officer (hereinafter "CTO") for new dispatchers and is attempting to arbitrarily and capriciously enforce a nepotism policy so that Mrs. Avila and Mr. Avila cannot work at the same time, despite numerous examples of other officers who have been and continue to be in violation of the same policy.

Chief Henshaw and Captain Fraijo are both supervisors and are superior to Mrs. Avila and Mr. Avila in the chain of command. There conduct is inputted back to the City of Irwindale through *respondeat superior*. Based on information and belief, it appears that Chief Henshaw has an extensive history of extramarital affairs, both within the Irwindale Police Department and throughout the City of Irwindale's Administration. At the heart of this matter is whether Chief Henshaw's conduct can be deemed *quid pro quo* sexual harassment and sexual battery, and whether Chief Henshaw and Captain Fraijo's behavior amounts to retaliation because Mrs. Avila refused to continue to be sexually involved with Chief Henshaw. We are confident that should this matter proceed to trial, both would be answered in the affirmative.



STATEMENT OF FACTS

Overview of Mrs. Avila's Career with Police Department

Mrs. Avila's stepfather was a Police Officer with Police Department. At the age of 12, Mrs. Avila decided she wanted to pursue a career in law enforcement. Mrs. Avila told her stepfather she wanted to be an FBI agent, he introduced her to the Irwindale Police Department Explorer Program at age 14. She enjoyed her time as a volunteer police explorer and graduated from the San Gabriel Valley Police Explorer Academy with honors and achieved the highest rank as Captain. At the age of 19, she was hired as a part-time police cadet for the Irwindale Police Department. At the age of 20, she chose to continue her career at the Irwindale Police Department and applied for a full time 911 police dispatcher position.

Mrs. Avila has been a full time 911 dispatcher at the Irwindale Police Department for 15 years. During that time, she obtained a Bachelor of Arts degree in Political Science with a minor in Psychology from the University of La Verne, specifically with FBI requirements in mind but ultimately decided that the Irwindale Police Department is where she wanted to be. During her career she has handled various types of calls from the highest intensity including an active shooter in 2011 for which she received a Medal of Distinguished Service to assisting the community's residents and businesses on a regular basis. She has also been asked to train two dispatchers as a Communications Training Officer and she currently serve as Secretary for the Irwindale Police Association Board of Directors. In short, Mrs. Avila loves being a 911 dispatcher and there is no other job she would rather do or any other city she would rather work for.

Throughout her time with the Police Department, Mrs. Avila has always received positive annual reviews regarding her work. She has received only competent, highly satisfactory, and exceptional marks on her reviews. Most recently, Chief Henshaw signed her evaluation on April 22, 2022, with an overall evaluation of performance as being highly satisfactory. Mrs. Avila has received 15 years' worth of annual reviews, and in that time has received 5 highly satisfactory overall ratings, and 10 competent overall performance reviews. Further, each year there are 25 categories for which she can receive a rating. Removing the non-applicable sections, she has received 8 excellent ratings, 107 highly satisfactory ratings, and 188 competent ratings, to go along with overall ratings where she was 5 times highly satisfactory and 10 times competent. Any attempt by the City of Irwindale to undermine her dedication, commitment, and quality of work would be met with significant evidentiary opposition.

Mrs. Avila Initial Experiences with Ty Henshaw

Sometime during 2014, Ty Henshaw was introduced to Mrs. Avila as the new Captain of the Irwindale Police Department. On September 17, 2014, Mrs. Avila and her husband received an email from Chief Henshaw regarding a potential violation of Defendant's nepotism policy. Chief Henshaw informed Mrs. Avila that she could not work the same schedule as Mr. Avila, although they had been working the same or similar shifts without administrative interference since 2007.

Historically and currently, the City hires family members and residents, and this was the first instance of Mrs. Avila and Mr. Avila being unfairly targeted by Chief Henshaw. The Avila's complained and brought attention to then Captain Henshaw that they were the only familial working relationship being asked to change schedules, and only then did the administration require two brothers, David Fraijo and John Fraijo, who also worked together to alter their schedules as well. The situation was resolved until 2015,

when the Avilas were targeted again by Human Resources and the Police Administration. The Avilas reminded Captain Henshaw that past practice allowed them to work together and Chief Anthony Miranda's rule clearly stated that the couple could do so as long as our schedules did not "mirror" each other. The Avilas were again allowed to continue working together as long as their schedules were not the exact same. Despite believing the issue was resolved, the nepotism issue would be referenced by Chief Henshaw at a later date in 2018, and it continues to be deployed by Chief Henshaw to retaliate against Mrs. Avila. This issue continues to hang over Mrs. Avila and her husband's head at work as coworkers use the nepotism policy as a way to cause hardship for the Avilas or as a form of retaliation. Mrs. Avila believes, and Chief Henshaw's conduct surrounding this issue indicates, that he arbitrarily enforced the nepotism policy to separate Mrs. Avila from her husband so that he could engage her in a sexual relationship.

In December 2014, Irwindale Police Officer's Association (hereinafter "IPOA") held their annual holiday party at the home of retired Reserve Office Jeff Spangler in Upland, California. Then Captain Ty Henshaw attended this party. At one point during the evening a group of guests including Mrs. Avila and then Captain Henshaw joined Jeff Spangler for a tour of his new garage. Mrs. Avila was in a corner alone when then Captain Henshaw approached her and said, "it's nice in here, right". Mrs. Avila agreed and asked then Captain Henshaw if he brought his wife so she could meet her. He told Mrs. Avila that he decided to leave his wife at home because he heard there would be "hot chicks" at the party. Mrs. Avila was not familiar with his personality so she simply smiled but was surprised that he made such a bold comment. Mrs. Avila later told her husband about what Captain Henshaw said and Mr. Avila asked if she felt uncomfortable, if anyone else was around during our conversation and if she felt that his comment was directed toward her. In retrospect, Mrs. Avila recognizes this was absolutely a comment made to engage her in sexual activity.

2017 Ty Henshaw Expresses His Sexual Interest in Mrs. Avila

On or around January 23, 2017 Mrs. Avila received a phone call from an unknown phone number. It was a male speaking with a deep, breathy, and sexualized voice. When he identified himself as Captain Henshaw, Mrs. Avila could not help but exclaim "eww, you sounded like a creeper!" He laughed and Mrs. Avila laughed but noted that it was unusual for him to speak to her in that manner. The reason for the phone call was to schedule a trial deposition for which Mrs. Avila was a witness. Then Captain Henshaw's tone of voice changed after Mrs. Avila said he sounded like a creeper and he kept the conversation brief and to the point.

On or around, June 28, 2017, Ty Henshaw was promoted to Chief of Police and quickly made his sexual interest known to Mrs. Avila. After Captain Ty Henshaw was promoted to Chief of Police, he met individually with each member of the department to discuss future goals. Mrs. Avila's meeting with him was casual but professional in tone and he jokingly said to her that he is "not a creeper". Chief Henshaw was pleasant during this meeting and seemed excited in his new role.

In June 2018, Mrs. Avila worked the daytime shift on Mondays, Tuesdays and Wednesdays which overlapped with Chief Henshaw's work schedule. It was during this month that he started making routine visits to the dispatch/records center which is Mrs. Avila's regular post. During most of these visits Mrs. Avila and Chief Henshaw made small talk and later began to discuss current events. They engaged in banter over their difference in opinion about American politics, specifically Mrs. Avila's involvement with

Governor Gavin Newsom's campaign and Chief Henshaw voting for President Donald Trump. At least once a week either in passing or after speaking with the records clerk, Chief Henshaw would comment to Mrs. Avila directly about her being on her cell phone.

He started asking "who are you texting so much?" On one occasion, Mrs. Avila jokingly answered "I am texting you Chief. Check your phone." But she did not actually text him. Mrs. Avila started to get the impression based on how frequently he would ask that he wanted her to text him. He seemed bothered that Mrs. Avila was not texting him or paying more personal attention to him.

On or around the week of June 24, 2018 Chief Henshaw visited the dispatch center with a new summer youth volunteer. Mrs. Avila welcomed the new volunteer and had a short conversation with him and the chief about the records/dispatch center and our duties. Sometime during their talk, Mrs. Avila jokingly said "snitches get stitches". It was a lighthearted moment that made them all laugh. After Chief Henshaw returned to his office, Mrs. Avila received a text message from a phone number (***-***-5958) that she did not have previously stored in her list of contacts. The text message said, "snitches get stitches". Based on their previous conversation, Mrs. Avila surmised that it was from Chief Henshaw. However, prior to responding to his message, Mrs. Avila pulled the personnel roster from the green binder located in the dispatch center and confirmed that the number matched Chief Henshaw's.

Mrs. Avila answered his text message and the two continued conversing the remainder of the workday. The tone was light and flirtatious and progressed to them complimenting each other on their respective physical appearance. Chief Henshaw told Mrs. Avila he liked her long, dark hair and she told him she liked his blue eyes. The two discussed a wide range of topics both casual and personal. At one point Mrs. Avila asked him why he never wore his wedding ring and why he never brought his wife to social events or station events. He told Mrs. Avila they "lived separate lives", had "separate living quarters", but "stayed together for the kids".

Chief Henshaw Asks Mrs. Avila to Come to His Office for Kiss and Nude Photos Are Exchanged

His explanation seemed plausible to Mrs. Avila at the time based on her observations. Sometime during the same week, Chief Henshaw text Mrs. Avila a GIF of the couple from The Notebook kissing and said, "we should kiss". Mrs. Avila felt slightly uncomfortable with his request due to his seemingly unassertive nature but said yes.

He said, "come to me" and Mrs. Avila met him in his office for a quick kiss on the lips. The two both smiled and Mrs. Avila went back to the dispatch center and the two continued texting. Sometime during the same week, both Mrs. Avila and Chief Henshaw sent each other nude photos and continued texting until June 27th and 28th while Mrs. Avila vacationed with her family in Rancho Mirage. During the trip, Mrs. Avila told her sister Mariana Rodriguez that the Chief had been texting her and that he seemed interested in pursuing an intimate relationship. Mrs. Avila's sister commented "[y]eah, I can believe that. He seems like the type that has ten side chicks".

On June 30, 2018 Chief Henshaw and Mrs. Avila continued to text each other for most of the morning and afternoon. He told Mrs. Avila he was disappointed that she did not send him any pictures or attempt to reach out to him during her family trip. She told him she did not have an opportunity to send him any photos and that she was also trying to be respectful of his home life. She also told him about the

comment her sister made regarding the perception that he is a womanizer. He denied that he is that person and assured me that he "doesn't have time for multiple affairs with multiple women" which she thought was a peculiar response to that statement. The conversation ended that evening before he was to attend a retirement party for Bell Gardens Police Chief Robert Barnes. Chief Henshaw lamented the fact that she would not be in attendance because in his words "we could have found a dark corner to hide in and make out".

Chief Henshaw Receives Oral Sex by Mrs. Avila in His Police Department Office

During the week of July 1, 2018 Chief Henshaw called Mrs. Avila to his office for another kiss. When Mrs. Avila entered his office, he was sitting on a chair and they began to kiss. Chief Henshaw held onto the buckle of Mrs. Avila's uniform belt and attempted to place his hand inside the front of her uniform pants but she stopped him because she was menstruating at the time. She began to unzip his police uniform pants and when the zipper got stuck, he unzipped it the rest of the way. Mrs. Avila performed oral sex on him while he sat in the chair of his Police Department Office. Mrs. Avila went back to the dispatch center and the two continued to text for the remainder of the day. He asked Mrs. Avila if she was "shy" and why she stopped him from placing his hand down her pants. She told him it was just not the right time of the month. He said they should arrange to meet at a hotel if she wanted to. The two then scheduled to meet at the Doubletree by Hilton Hotel at 924 W. Huntington Drive, Monrovia, California on July 12, 2018.

Chief Henshaw Begins Having Sexual Intercourse with His Subordinate Mrs. Avila

On July 12, 2018, Chief Henshaw and Mrs. Avila met at the Doubletree by Hilton Hotel in Monrovia, California. their evening began in the lobby bar for cocktails. After they finished their cocktails, they went upstairs to a room he had reserved and had sexual intercourse. The two spent approximately two hours in the hotel room.

On July 16, 2018, Mrs. Avila stopped by Chief Henshaw's office to wish him a good morning and asked how a family party that had occurred the prior weekend was. Mrs. Avila sensed a nervous energy from him that he never had before. His answers were short and he was biting his nails. His nervousness made Mrs. Avila feel confused and uncomfortable so she excused herself and went about her day. Later that week Mrs. Avila decided to text him on one of her days off after not hearing from him. He told Mrs. Avila it was "killing" him that she did not reach out to him sooner. She reminded him that she was trying to be respectful of his home life and he reminded Mrs. Avila that she could text him anytime she wanted. Mrs. Avila began to have further doubts that Chief's representations about his marriage were true because of how short his responses were whenever she reached out first. She began to suspect that he was not separated from his wife the way he led Mrs. Avila to believe during their earlier conversations. It was becoming clearer that he was not truthful about his relationship with his wife. Despite her suspicions, Mrs. Avila wanted to maintain a friendly, respectful and professional relationship with him because he was her superior at the Police Department.

On July 22, 2018, Mrs. Avila texted Chief Henshaw to tell him she had separated from her husband. He asked Mrs. Avila what happened and she told him that she and her husband had an argument on July 19th and that she moved out that same night.

On July 23, 2018 Chief Henshaw called Mrs. Avila from the police station and said that he was worried to call Mrs. Avila from his personal cell phone in case her husband started to wonder if she left him for a third party. Chief Henshaw was worried that her husband would check her phone records and find that they had been texting very frequently. Mrs. Avila reassured Chief Henshaw and told him not to worry. He said he felt reassured and wished to meet Mrs. Avila at the Embassy Suites by Hilton at 8425 Firestone Blvd, Downey California. They met for approximately one hour and had sexual intercourse.

On or around July 30, 2018, Mrs. Avila started training a new dispatcher. Sometime after the first phase of training began, Chief Henshaw called Mrs. Avila to his office under the guise of discussing the training manual. He closed the door to the lieutenant's office, his secretary's office and closed the blinds, and he requested they have sexual intercourse in his office.

In early August 2018, Mrs. Avila met Chief Henshaw at the Doubletree by Hilton Hotel at 924 W. Huntington Drive, Monrovia California. At one point his wife attempted to facetime him and he declined the call and texted her instead. The two then watched an episode of Shahs of Sunset and showered together before going their separate ways. The two text each other the remainder of the night until bedtime.

On August 17, 2018, Mrs. Avila moved into the Oak Park Apartments at [redacted], [redacted]. Shortly thereafter Chief Henshaw visited Mrs. Avila's apartment on average once a week through September and early October. The two would have sexual intercourse each time. As a housewarming gift, Chief Henshaw purchased a silver Keurig coffee machine from Amazon and had it delivered to the police station. Mrs. Avila still has the Keurig machine and through subpoena to Amazon will establish it was in-fact from Chief Henshaw.

Mrs. Avila recalls during one such visit that Chief Henshaw played the song "Somebody That I Used to Know" by Gotye on his cell phone and told her that was going to be their song one day. Mrs. Avila asked him about a rumor she heard that he was seen at the Los Angeles County Fair with a female employee from Irwindale City Hall a couple of years prior. He denied it at first but finally admitted he was there with a "side chick" for whom he was in an extramarital sexual affair.

On another occasion, at Mrs. Avila's apartment, the two were having a conversation about the Avilas not having children of their own. Chief Henshaw told Mrs. Avila that she better not ever cry to him if she were to get pregnant with his child because he would drive her "straight to Planned Parenthood". Mrs. Avila was visibly shocked by this comment. He then added that if she really wanted a child, he would give her one but he did "not want to be responsible for it". Mrs. Avila recognized Chief Henshaw's callous disregard for her and that his kind nature was disingenuous and only to bait Mrs. Avila into a sexual relationship.

Mr. Avila Applies and Does Not Receive Promotion to Lieutenant.

On September 4, 2018, Mr. Avila, took part in the assessment center presentation for a Lieutenant promotion. Sometime after that date, Chief Henshaw visited Mrs. Avila's apartment and he told her he was displeased with her husband's comments about her during his introduction at the assessment center. He asked why Mr. Avila would mention his "beautiful wife" if the couple was separated. It appeared that Chief Henshaw was displeased of Avilas relationship and became more possessive from that point on.

Chief Henshaw Raises the Issue Nepotism Issue, Again

Chief Henshaw notified Mrs. Avila in one of their encounters that Mr. Avila was spending too much time with Mrs. Avila in the dispatch center and that someone would need "to complain about the violation of the nepotism policy" so that Mr. Avila would not interfere with his sexual relationship with Mrs. Avila. This was a direct reference to the nepotism issue the Avilas confronted in 2014 and 2015.

Chief Henshaw Advocates for and Promotes John Fraijo to Lieutenant and Lieutenant Fraijo Immediately Enforces the Nepotism Policy Chief Henshaw Threatened

On September 5, 2018, John Fraijo was promoted to Lieutenant. Shortly thereafter, the Lieutenant Fraijo pulled Mr. Avila aside and instructed him to minimize his time with Mrs. Avila in the dispatch center. Based on information and belief, this arbitrary enforcement was at the behest of Chief Henshaw. On September 29, 2018, Mrs. Avila spent the day with Mr. Avila for their wedding anniversary. Mrs. Avila told Chief Henshaw that she would not be in contact with him for a couple of hours because her husband was taking that day hard and even though they were separated she wanted to make sure he was okay. After two hours, Chief Henshaw began texting Mrs. Avila's phone asking where she was and why she was spending so much of the day with her husband. This made Mrs. Avila extremely uncomfortable.

Mr. Avila Becomes Aware of Chief Henshaw and Mrs. Avila Sexual Relationship

On October 11, 2018, Mr. Avila asked that Mrs. Avila meet him for dinner at Casa Jimenez in Glendora, California. During dinner, Mr. Avila notified Mrs. Avila that he had found out about Chief Henshaw and Mrs. Avila's sexual relationship. After dinner, Mrs. Avila asked Chief Henshaw to call her immediately. Chief Henshaw was attending a Pink Patch Fundraiser at Spaghetti Eddie's Italian Restaurant in Glendora, California but said he would step outside and call Mrs. Avila.

Mrs. Avila told Chief Henshaw that her husband found out the two had been communicating frequently. Chief Henshaw became worried and asked "but, nothing happened, right?" Mrs. Avila took this to mean that he wanted her to lie if she was to be questioned. Mrs. Avila told him not to worry. Chief Henshaw then represented to Mrs. Avila that he had a morality clause in his contract that forbid him from certain actions, such as engaging in sexual relationships with subordinate officers, such as Mrs. Avila.

On October 12, 2018, Mrs. Avila woke up to several text messages from Chief Henshaw telling her that he was worried and he could not sleep. Around 4:00 pm that evening Mrs. Avila's friend Nilda Chavez arrived at her apartment. Mrs. Avila received a phone call from Chief Henshaw. He was extremely frustrated and upset. At one point he said "[m]otherfucker, you need to take care of this even if it means going back to him and having sex with him. Do what you have to do. Sorry but you have to suck his dick or something".

It was extremely painful for Mrs. Avila to have Chief Henshaw speak to her like this. For the sake of discretion, Mrs. Avila had not told Nilda Chavez about her relationship. But, after receiving constant calls and text messages from Chief Henshaw, Mrs. Avila finally told her friend Nilda Chavez that Chief Henshaw had been harassing her constantly over the last 24 hours, via text and phone calls, for which Mrs. Avila was not responding to at this time. Nilda Chavez suggested the two go out for the evening to get a break from this harassment from Chief Henshaw. On their drive, Chief Henshaw again called Mrs. Avila's

phone and she answered it over her car's Bluetooth speaker so that Nilda Chavez could here hear. Nilda Chavez listened to the entire conversation and final impression was that "he sounds like a creep".

Mrs. Avila Asks that Chief Henshaw Not to Text Her

Mrs. Avila texted Chief Henshaw and told him not to text her the following morning. Mrs. Avila was extremely upset and hurt by the Chief's treatment of her and felt used, disrespected, and wanted nothing to do with him at that point. Chief Henshaw ignored Mrs. Avila's request telling him not to bother contacting her and he texted her the next morning.

Again, Chief Henshaw Ignores Mrs. Avila's Request to Stop Contacting Her

On October 13, 2018, Mrs. Avila woke up to a text from Chief Henshaw. Mrs. Avila told him that she did not want him to contact her. He asked if he could call her because he wanted to talk. Mrs. Avila, concerned about what he would do if he was upset, answered his phone call and told him she was upset with the way he had reacted and treated her over the last two days. She ended the call by stating she still had no desire to continue speaking to him. He said okay but then a few minutes later texted her saying that he was sad and promised not to ever treat her that way again. Mrs. Avila felt that she was done with him but also wanted to minimize any awkwardness at work so she allowed him to continue texting her.

Throughout the month of November 2018, Chief Henshaw was attentive and continued texting Mrs. Avila every morning and every evening. He made promises to spend more time with her and go away for a weekend together. Worried about her employment, Mrs. Avila eventually agreed to meet at the Courtyard by Marriott at 700 W. Huntington Drive, Monrovia, California. The two had sexual intercourse and spent about an hour in the hotel room. At the end of the month, Chief Henshaw began to request visits at Mrs. Avila's apartment once again. The visits became more and more uncomfortable for Mrs. Avila because she no longer wanted to continue to be in a sexual relationship with Chief Henshaw. Mrs. Avila felt stuck and did not know how to stop the relationship. Despite the requests to stop the sexual relationship, Chief Henshaw continued to pursue Mrs. Avila.

In December 2018, Mrs. Avila and Chief Henshaw rarely spent time outside of work together though he continued to text or call her every day. On December 22, 2018 the IPOA hosted the annual holiday party at Villa Tepeyac, 2200 E. Garvey Avenue S, West Covina CA. The chief was invited to attend. Prior to the party he called Mrs. Avila to say he was looking forward to seeing her and that they should "find a dark corner to hide in and make out", which was reference to a statement he made earlier in their romantic relationship. Mrs. Avila attended the holiday party with her mother, Rosalva Breceda. While Mrs. Avila took pictures with Mr. Avila at the Christmas tree, Chief Henshaw sat with Mrs. Avila's mother and asked her if she thought Mr. and Mrs. Avila would reconcile. After the party Chief Henshaw called Mrs. Avila and asked why she took so many photos with her husband and that she should have taken some with him instead. This was unnerving to Mrs. Avila.

Mrs. Avila Desires to End the Relationship with Chief Henshaw

On Christmas Eve December 24, 2018, Chief Henshaw texted Mrs. Avila to say he was getting out of work early and wished to see her. He came over to Mrs. Avila's apartment, again, the two had sexual intercourse and spent approximately two hours together. He said he wanted to spend the day with Mrs.

Avila but knew that she had plans to celebrate Christmas with her family. He left and we did not communicate the remainder of the evening.

On Christmas Day December 25, 2018, Chief Henshaw texted Mrs. Avila to wish her a Merry Christmas and asked what she received for Christmas from her husband. She texted him a picture of a monogrammed pinky ring her husband gifted her. Chief Henshaw became jealous and wanted to know why she was receiving and accepting gifts from him if the married couple were separated.

On January 8, 2019, Mrs. Avila received a phone call from an unknown number. It was Chief Henshaw calling her from a blocked number. Mrs. Avila felt their exchanges had become toxic and her feelings for him changed.

Chief Henshaw Demands Sex from Mrs. Avila in His Office Under the Guise of Wishing Her Happy Birthday

On January 10, 2019 Chief Henshaw requests Mrs. Avila to his office. He said he wanted to see Mrs. Avila and wish her a happy birthday in person. She thanked him though, but felt no affection for him at that point and was beginning to consider reconciliation with her husband. Chief Henshaw then imposed himself on Mrs. Avila and engaged in sexual intercourse in his office that day. Mrs. Avila intended for it to be the last time she had sexual contact with Chief Henshaw before she talked to her husband about ending their separation.

Chief Henshaw Continues to Contact Mrs. Avila After She Again Requests That Their Sexual Relationship End

At the beginning of February 2019, Mrs. Avila told Chief Henshaw that her and her husband were reconciling and that we were meeting with a realtor to purchase a condominium in the Rosedale community located in Azusa, California. Mrs. Avila sent Chief Henshaw pictures of the condo that the Avila's had decided to make an offer on. Chief Henshaw called Mrs. Avila and told her he was skeptical of their reconciliation. He said that Mrs. Avila could "do better". He told Mrs. Avila he was hoping his wife would meet someone through her social media account and divorce him though he was worried about how it would affect his children. Mrs. Avila recognized his statements as a desperate attempt to win back her affection, a pattern that had occurred for the duration of their sexual relationship. She told Chief Henshaw that she was serious about making it work with her husband. Later the same evening Chief Henshaw persisted in his attempts to change her mind and he continued to text her every day.

Mrs. Avila Is Pushed Again to Have Sexual Intercourse with Chief Henshaw

In late February 2019, the Avilas decided to not purchase of the condominium at [redacted]. In April 2019 Chief Henshaw asked to see Mrs. Avila at her apartment. Not wanting to anger Chief Henshaw, he came over and the two had sexual intercourse. It was the final time the Chief Henshaw and Mrs. Avila were intimate.

Mrs. Avila Reconciles with Her Husbands and Notifies Chief Henshaw Their Sexual Relationship is Over

On May 18, 2019 Mrs. Avila and her husband reconciled once more. Chief Henshaw texted her that day as he usually did. That evening she told him that she would be out with my friend and not to bother

texting her. She told him that she heard he went out to lunch with the female employee from City Hall that he once called a "side chick". He admitted to going to lunch with her but stated that he had not engaged in any inappropriate activity with her. Mrs. Avila told him that it was okay if he was seeing her because Mrs. Avila was moving on. He begged Mrs. Avila not to find someone else and claimed that he was not doing anything wrong.

She told him that she wished for them to be friends. He asked if she was "breaking up with him". She told him that they both knew this day would come whether she moved on with someone new or made it work with her husband. He once again did not accept her rejection or her statements telling him that it was over. He continued to text her both while she was at home and at work. One time he texted her telling her he heard her on the police radio and that Mrs. Avila sounded "sad". A second time he texted her at 2:00 am asking how she was doing.

Chief Henshaw Continues to Contact Mrs. Avila To Engage Her in a Sexual Relationship

On June 5, 2019 Mrs. Avila opened Escrow with her husband for the condominium they now live in. She told Chief Henshaw and sent him pictures. He scoffed at her second attempt to purchase a home with her husband. He said that they were going to end up paying the owner a penalty fee again for canceling Escrow when they broke up. Chief Henshaw continued to text her every day until she and her husband moved into their new home together. During their conversations, he would usually tell her he missed her and wanted to see her. Other times they would talk about work or current events.

Chief Henshaw Stands with His Groin Inches from Mrs. Avila While She is Taking 911 Calls

On July 4th, 2019 she was working in the dispatch center alongside her husband during the busiest night of the year for the Irwindale Police Department. Her husband stepped out briefly and Chief Henshaw came into the dispatch center. She was facing toward the computers, radio system and had the phone receiver in her hand. The chief towered over and behind her while she was handling several important 911 calls. She felt deeply uncomfortable with him standing over her. At one point he positioned himself so that his crotch was inches from the right side of her face while she was sitting and dispatching multiple active fire calls. It was unnecessary and unusual for Chief Henshaw to stand that close to any dispatcher. Mrs. Avila felt intimidated and could sense that he wanted her to turn around to pay attention to him. She maintained her priorities and continued doing her job while ignoring his presence until he realized he would not get what he wanted and left.

Chief Henshaw Continues to Text Mrs. Avila He Misses Her

On or around August 13, 2019 Mrs. Avila and her husband began living together at their new home. Chief Henshaw asked her if she was officially moved in and she said yes. He texted her "Congratulations" with an eyeroll Emoji. He ignored her response to him. It was apparent that he became upset and stopped texting her for a week. One week later he texted her saying he missed her.

Mrs. Avila's Recognizes Her Emotional Trauma from Being Coerced Into Sex By Chief Henshaw

From September 2019 through the end of the year, Chief Henshaw texted her sporadically. It was usually on Wednesday mornings while her husband was at work. He asked how she was doing and told her he missed her. These months became difficult for her both mentally and emotionally. The full weight of

what transpired over the year hit her hard. She felt ashamed and foolish for believing his lies and feeling scared to end her involvement with him. She felt like a weak and terrible person for tolerating Chief Henshaw's terrible treatment, objectification, and sustained negative comments about her husband solely to appease him. There were countless times she cried both at work and at home out of sorrow for allowing herself to be mistreated and used for the Chief Henshaw's purposes. Despite the anguish that she would carry with her for years as a result of having been in that situation, she had a strong desire to move forward in a peaceful work environment. She made every effort for herself, her husband and Chief Henshaw to coexist professionally as best as possible.

Mrs. Avila Fears Retaliation from Chief Henshaw

On October 29, 2019 Mrs. Avila received a text message from Chief Henshaw while she was on vacation in Italy with her mother. He asked why she had not told him she left the country and that he was saddened that he had not "heard a peep" from her. At this point they were not in communication as often as they were in the past. She reminded him that he had stopped texting her as well. He said not to "turn it around on him". She was in a taxicab enroute to her hotel in Tuscany when she sent him pictures of The Coliseum in Rome, Vatican City, and Michelangelo's David. The following day she sent him a picture of the Leaning Tower of Pisa. On October 31st she wished him a safe Halloween and he wished her a safe trip back home. She texted him when she arrived at LAX on November 2nd. She felt guilty that his feelings were hurt over their lack of communication because she was fearful of retaliation.

Chief Henshaw Continues to Text Mrs. Avila When Her Husband was At Work

In November 2019 Chief Henshaw continued to text her on Wednesdays when her husband was at work. His messages were brief and pleasant. He asked how she was doing and wished her a good day. She was uncomfortable with these contacts because even though he acted sincere and wanted to be a friend, she sensed it was disingenuous and she was scared that if she did not continue to communicate he would retaliate.

Chief Henshaw Rubs his Penis on Mrs. Avila at IPOA Christmas Party

On December 14, 2019 the IPOA hosted the annual Christmas party. Mrs. Avila went to buy a drink at the bar and Chief Henshaw came up behind her and insisted she let him buy her drink. She declined at first because she thought it inappropriate since her husband was in the next room. He insisted once more so she allowed it and thanked him. While she waited for her drink, he rubbed his crotch up against her buttocks at the bar but she did not react so she would not cause a scene. Mrs. Avila felt scared, used, and taken advantage of. In predatory fashion, the Chief knew Mrs. Avila would not want to make a scene. This made her feel extremely vulnerable and uncomfortable because the bar was full of colleagues from work, city dignitaries and several members of her family were in the next room. She was worried that someone would see what was happening, so she took her drink and quickly left the bar area. That same evening Chief Henshaw and Lieutenant John Fraijo were in the corner of the bar with a female guest who appeared to be uncomfortable. Mrs. Avila went over to speak with her and overheard the chief telling her that if she was interested in coming to Irwindale he would "unfreeze" a dispatcher spot. Mrs. Avila interrupted and notified the female guest that the chief did not have the authority to unfreeze a position, only the city council did. The chief appeared visibly upset and walked away. She was all too familiar with the chief's tactics and her intention was to help the female guest out of a situation she did not seem to want to be in.

On December 25, 2019 Chief Henshaw texted her Merry Christmas. They texted each other at length and he told her he missed her. Mrs. Avila was rightly scared of Chief Henshaw at this point, and attempted to keep her communications pleasant and with a friendly tone.

2020

From January through February 2020, Chief Henshaw and Mrs. Avila rarely saw each other at work and communicated sporadically. This was a much-appreciated respite from incessant sexual advances. In March 2020 the Irwindale Police Department dealt with the beginning of Covid-19 pandemic protocols. During this time, Chief Henshaw and Mrs. Avila had limited but professional interactions. Again, Mrs. Avila was greatly for the need to social distance from Chief Henshaw.

During the week of May 31, 2020 the Irwindale Police Department transitioned to 12-hour tactical deployments for the Black Lives Matter protests. Chief Henshaw and Mrs. Avila saw each other often that week in passing. He texted or visited the dispatch center in the mornings and called her twice that week. Both of the times they spoke on the phone he disparaged her husband. It was not unusual for him to speak poorly about her husband but he did so more noticeably that week. She believes it bothered him to see her marriage was still intact.

For the remainder of 2020 Chief Henshaw and Mrs. Avila had very little contact.

2021

On February 22, 2021, Mrs. Avila and her husband began marriage therapy once a week on Mondays. Chief Henshaw was a frequent topic. Her and her husband both discussed with our therapist how they were and continued to be impacted both personally and professionally.

Chief Henshaw Attempts to Lure Mrs. Avila to his Office with a $50 Amazon Gift Card

On April 15, 2021 the dispatchers each received a $50 Amazon gift card from Chief Henshaw for National Telecommunications Appreciation Week. She did not immediately claim her gift card and Chief Henshaw became annoyed. On April 27, he sent her an email with an eyeroll emoji reminding her of her gift card. When she responded to his email on April 28, he called her in dispatch and said he was still rolling his eyes. She apologized and told him she would claim it by the end of the day. Mrs. Avila was extremely uncomfortable going to Chief Henshaw's office because of his practice of calling her there to engage in sexual acts, for which she no longer wanted to do.

Chief Henshaw Again Lures Mrs. Avila to His Office and Gloats About Discord It Causes the Avilas

On May 27, 2021, she began training a new dispatcher, Armineh Burton. Around that date, Chief Henshaw called her to his office and closed the door. He thanked her for agreeing to train the new dispatcher. She felt that he was sincere and understood her hesitation to train again after she declined in 2020 due to lack of support from the administration. He asked her who took over for her in the dispatch center while she met with him. She told him her husband was relieving her while she took a short break. He laughed and told her that her husband was going to be so upset that she was in there with him. She felt that Chief Henshaw took pleasure in causing discord for her and her husband. She told Chief Henshaw she better get back to work. When she arrived back in the dispatch center her husband was visibly bothered and asked her why she was

in Chief Henshaw's office behind closed doors. She told him that the chief was thanking her for training the new dispatcher. Mrs. Avila's husband told her that while she was in the restroom prior to meeting Chief Henshaw, he saw the chief place a row of chocolates leading from the restroom door to the dispatch center. Her husband walked out to the hallway and said, "what the fuck is this?" and the chief immediately went back to pick up the chocolates. She did not personally witness his actions but believes Chief Henshaw was attempting to gain her affection once more by leaving her chocolates outside the restroom as a romantic gesture.

Chief Henshaw Disparages Mrs. Avila's Husband's Weight and Attempts to Rekindle the Sexual Relationship

On or around July 12, 2021 Chief Henshaw visited the dispatch center while she was working. He closed the door behind him and said "300 pounds? How can you support that on top of you?" He was referring to her husband's weight calculation during a weight loss competition among several police officers that summer. He asked how training was coming along with her trainee and why she have not kept him updated on a weekly basis. She told him that she did not keep him updated because she was having difficulty but in reality, she did wanted limited communication with Chief Henshaw. She knew from previous interactions that Chief Henshaw did not like to hear bad news and she feared how he would react.

She said to him that he had trouble hearing the truth if it was not favorable. He told her she was "full of it" and that he thought she would be missing him and reach out. He seemed to want to repeat the year 2018 when she had her first trainee and he was heavily involved in the training program. To her knowledge, it was not customary for the chief of police to be so hands on with training, but he took particular interest when she was the Communications Training Officer.

Mrs. Avila's Trainee Resigns and Chief Henshaw Uses it to Bait Mrs. Avila Into a "Good Dicking"

On July 14, 2021, Mrs. Avila's trainee resigned. Chief Henshaw thanked her for her hard work and Mrs. Avila apologized that it did not work out with her. He told her he was going to have Human Resources start the hiring process for a new dispatcher immediately. She thanked him for his support and told him that she was ready for the next trainee.

On July 21, 2021, Lieutenant John Fraijo requested to meet with her to discuss her former trainee's exit interview. Corporal Diego Cornejo was also present at the meeting as her direct supervisor. The meeting did not go well as she felt that Lieutenant Fraijo was accusing her of being "too tough" on the trainee. She noticed that neither superior office gave her an opportunity to share her side or bother to ask what her experience was during training. Every time she attempted to speak he raised his voice higher and cut her off. This led Mrs. Avila to believe this treatment was ordered by Chief Henshaw because she had stopped their sexual relationship. Mrs. Avila had documented numerous issues with trainee that support her reasonable concerns about performance. Part of her job as a trainer was to ensure performance was competent because lives were quite literally on the line.

It was clear at this time, that Chief Henshaw had tasked his underlings to take out his malice on Mrs. Avila. Rather than continue in this position where Chief Henshaw could exert his authority, she told y]them she would no longer be training. For which, Lieutenant Fraijo told her "[y]es, that is best." After the meeting with Lieutenant Fraijo, Mrs. Avila texted Chief Henshaw to tell him what happened and that

she was extremely upset by the way Lieutenant Fraijo handled the meeting. Chief Henshaw told her to calm down and that she just needed a "good dicking".

This comment confirmed Mrs. Avila's suspicion that the Chief had used the situation with the trainee to set up the situation to humiliate her and then attempt to lure her back into a sexual relationship. Mrs. Avila was sad, scared, and disheartened that the chief would do this to her for his own sexual gratification. Mrs. Avila has dedicated the majority of her life to the Policed Department and takes great pride in her work. She told him that his comments were not helpful and ended the conversation.

Mrs. Avila Formally Resigns at Communications Training Officer to Avoid Further Harassment by Chief Henshaw

Fearing that Mrs. Avila would either continue to be harassed or be stripped of her position as Communications Training Officer, Mrs. Avila decided to instead formally resign on July 22, 2021. Chief Henshaw accepted her letter of resignation and never bothered to follow up with her. However, Lieutenant Fraijo has not apologized to her directly yet he has admitted to three colleagues (Erain Aguilar, Manuel Campos, Diego Cornejo) that he mishandled the meeting with her and regretted telling her that it was best she no longer train. Mrs. Avila did not want to resign from my position as CTO but she felt that she had no choice. Mrs. Avila has lost wages and the dispatch team has suffered hardship by no longer having her on as a CTO. It has also caused a rift between herself and the other dispatchers though they are not aware of exact circumstances of the situation and why she resigned. No other dispatcher has had to deal with the additional stress of being scrutinized by the administration every time they had a trainee. It is unfortunate that she will no longer be able to pass on the decades of experience she has to new members of the department. Mrs. Avila is constantly asked by her colleagues to reconsider and train again, and necessary many would testify on behalf regarding her skill as a trainer. She misses being a CTO and would have never resigned her position had she not been retaliated and harassed for decling a sexual relationship with Chief Henshaw.

Chief Henshaw Continues to Harass and Send Sexualized Text Messages to Mrs. Avila

On July 30, 2021, she and her husband attended a retirement party for former Irwindale Police Chief Anthony Miranda. Chief Henshaw was present as well. When she and her husband arrived, they sat at a table away from Chief Henshaw, but he came over to greet them. A few minutes later she received a text message from Chief Henshaw with one letter, "P". It was a nickname that he sometimes used when he texted her. It stood for "pussy". It was apparent that he only wanted to speak to her about sex and not about any work-related matters. He ignored her concern about how she was treated by his lieutenant a week prior yet he initiated a sexual text message that evening. He only wanted to speak on his terms and when it dealt with sex.

IPOA Votes to Exclude Chief Henshaw from Holiday Party But Later Rescinds Vote

On November 24, 2021 the IPOA held a meeting to discuss several topics. One of the agenda items was concerning the annual holiday party and who was to be invited. The board members, which included Mrs. Avila and her husband, were conscious of the fact that they were still in a pandemic and that they were in the middle of contract negotiations with the city. They wanted to celebrate the holiday while reducing the risk of spreading any potential Covid-19 infections outside of the association. Traditionally, the IPOA

invites dignitaries such as the Irwindale City Council and the Chief of Police to celebrate with them however it was a negotiation year and they wanted to avoid the formality of the proceedings to be reduced to casual conversation at the party. With all of those considerations, her husband Robert Avila made a motion to only invite association members which would exclude the city council, police administration and other non-IPOA staff from the department. The motion passed with a majority vote but was rescinded when several IPOA members realized that they did not want to exclude non-IPOA staff members such as the records division. There was a final vote and the official decision was to invite all department members including the Chief, his administration and all non-IPOA staff.

Chief Henshaw Says "Fuck the IPOA" During City Annual Holiday Lunch

On December 2, 2021 the City of Irwindale hosted their annual holiday lunch. Chief Henshaw, IPOA President Manuel Campos and several members of the police department were in attendance. The Irwindale City Council including the mayor and other city departments were present. After the luncheon, IPOA President Manuel Campos told Mrs. Avila and her husband that Chief Henshaw was very upset about the initial vote at the IPOA meeting in November to exclude the administration from the holiday party. At one point, Manuel Campos witnessed Chief Henshaw approach a table occupied with police department members and said "fuck the IPOA" while gesturing with his middle finger. During their conversation with President Campos, she and her husband expressed our concern with Chief Henshaw's inappropriate behavior at a city event where the city council was present. They felt that it could be damaging to the IPOA negotiations for the Chief of Police to be publicly expressing negativity toward the department. Manuel Campos told her and her husband that members of the association leaked confidential information from the November meeting including who made the motion to vote regarding the holiday party. When Manuel Campos spoke with Chief Henshaw about it, he said "what did I do to the Avilas?". It was at this point that her and her husband realized they were identified as leading the vote. They were bothered that their names were specifically tied to a majority vote at a meeting and they also wanted to clear up any misunderstanding about our intentions.

Chief Henshaw Ignores Avilas Calls Re: IPOA Holiday Party Vote

On December 6, 2021, her husband attempted to call Chief Henshaw to explain that he was not singled out from attending the holiday party and that it was ultimately decided to invite all department members, including his administration. Chief Henshaw sent her husband's call to voicemail and did not call him back. Her husband proceeded to call Lieutenant Fraijo and told him that he and the chief were invited by the association to the holiday party and that as a board member he was personally reaching out to invite them. He attempted to clear up any misunderstanding and hoped that they would attend. Lieutenant Fraijo told her husband that the "chief's feelings were hurt" and that he was going to stand by him and decline attending. She also reached out to Chief Henshaw that same day and told him that it was a misunderstanding, the association should not have leaked confidential information and that she did not want him to be upset. As a board member, she personally invited Chief Henshaw and asked him to reconsider attending. He told her that he would not be in attendance. After she and her husband both made personal attempts to invite Chief Henshaw, he made several comments to department members throughout the month of December referencing not being invited to the IPOA holiday party.

Chief Henshaw Attempts to Meet Up with Mrs. Avila Again for Sexual Intercourse

On December 25, 2021, she texted Chief Henshaw to wish him a Merry Christmas. She asked him if he was "still going around saying fuck the IPOA". He denied having said that. She reminded him that as the chief of police they look up to him and that anything he says is taken to heart. She told him that she heard from several members of the department that he was making comments about not being invited to the holiday party. He told her he was joking about it. She responded by telling him that the staff members were not taking it as a joke and that things are no longer said in jest after they are brought up several times. She reminded him that he and his administration were invited multiple times by multiple IPOA board members and that they did not understand why he was still upset and lashing out. He assured her that he was not upset and proceeded to change the subject. He told her he missed her and wished to meet with her "soon". She left the conversation open-ended about meeting him. She did not set any dates to see him since the last time in April 2019 despite his asking several times since then. Mrs. Avila did not want to openly reject him because she felt that despite his assurances rejecting him might result in more harassment and retaliation.

2022

Unprompted Chief Henshaw Asks for a Nude Photo of Mrs. Avila

On January 1, 2022, Mrs. Avila texted Chief Henshaw to wish him a Happy New Year. He thanked her and in the middle of their conversation he asked for a nude photo. She did not send him one and told him that she was on her period. It was a bold request given that she had stopped sending him nude photos years prior.

On January 5, 2022, Chief Henshaw texted her to wish her a Happy Birthday. He asked what her plans were and she told him she was in Miami, Florida for the week with her husband. She sent him pictures of the beach and a selfie from a rooftop restaurant. He responded with an eyeroll emoji and commented "how romantic". She asked him how his workday was going and he abruptly ended the conversation. It was reminiscent of how he ended conversations with her in the past when he became jealous that she was spending time with her husband.

On January 13, 2022, she texted Chief Henshaw regarding a contentious council meeting the day prior. His requests for the council to approve a captain position for Lieutenant Fraijo were met with ire from the community and it was declined at that time. During the meeting he got into a dispute with a vocal resident. She told him that as a friend and as his subordinate, she wanted him to strive to be a good chief and keep the department's relationship with the community at the forefront. She said that there was a reason the community did not want Lieutenant Fraijo to be a captain. She told the chief that he should consider his own reputation and that it would be a mistake to continue pushing the council to approve an unpopular request. He briefly responded by saying thank you and that he respected her insight. There was no further discussion.

On February 21, 2022 Mrs. Avila sent an email to Human Resources including Chief Henshaw, Lieutenant Fraijo and IPOA President Manuel Campos regarding a violation of California Labor Code section 6409.6. Neither Lieutenant Fraijo nor the human resources department sent a formal notification to the police department notifying them of two potential Covid-19 exposures within one week. She texted

Chief Henshaw to apologize for involving him in a matter that could have stayed between human resources and the lieutenant but she wanted him to be aware that his second in command mishandled a Covid-19 related issue. During their conversation, she called Lt. Fraijo the most incompetent administrator to which Chief Henshaw responded with a laughing emoji and said he "loved [her] candor". She did not expect him to openly agree with her evaluation of his lieutenant but it was clear that he was not bothered by it nor apologized for his administration's part in mishandling Covid-19 protocols.

Chief Henshaw Invites Mrs. Avila to Staff Meeting

On February 28, 2022, she was invited by Chief Henshaw to her first staff meeting as an IPOA board member despite having been on the IPOA board the year prior. It was set for March 15, 2022. She planned to be in attendance.

Chief Henshaw Gives Mrs. Avila a Cigar Cutter to "Cut the Extra Foreskin" of Her Husband's Penis and Tells Her The Two Should Meet Up For Sexual Intercourse

On March 9, 2022, Chief Henshaw visited the dispatch center to say hello and stated that it has been a long time since he has seen her. He asked how she was doing. They briefly discussed the council meeting he was going to attend and Mrs. Avila wished him good luck. He briefly left to his office and came back with a custom-made cigar cutter and told her to hide it from her husband. She told him she did not smoke cigars and he told her she could use it to "cut the extra foreskin" which was a reference to her husband's penis. Mrs. Avila was again, scared, sad, and shocked by his statement, she covered her mouth and told him he was "disgusting". He told her again to hide the cigar cutter from her husband and also said that they should meet up soon before walking out of the dispatch center.

On March 15, 2022 Mrs. Avila attended Chief Henshaw's staff meeting which included his administration, supervisory staff, the records clerk and all IPOA board members. During the staff meeting Mrs. Avila voiced several concerns. As an IPOA board member, Mrs. Avila defended the police department staff when the chief commented that the officers "don't work hard". In the past, the city council has considered doing away with the Irwindale Police Department in favor of the Sheriff's Department. The concern is that his comments could reach City Hall, the City Council and members of the community. Mrs. Avila reminded the chief that the association has worked very hard to secure the support of the community but if the Chief of Police is making comments that the police department is not active, it may harm us especially during negotiations.

Mrs. Avila also questioned Chief Henshaw about a San Gabriel Valley Tribune article and accusations that the administration lost records of the 911 tapes and radio traffic from a shooting outside of a council member's party on Christmas Day 2021. Mrs. Avila asked him for an explanation for two reasons. The first is that if it was to become an investigation Mrs. Avila would be called forth as a witness since Mrs. Avila was the dispatcher working that night. The second is that some IPOA members felt that the chief was not defending the officers response to the shooting or denying false claims about lost evidence. Mrs. Avila also pushed back on the chief's admonishment and accusations about members of the department spreading rumors that he is "checked out" and that he is retiring. Mrs. Avila reminded him that he is the one openly telling employees that he is 50 years old and does not care about anything because he can leave whenever he wants. He is also telling members of the community that he wants to retire within 2 years. Mrs. Avila spoke about her concerns for the dispatch team regarding a new monthly case reporting

program that his secretary was attempting to turn over to them. From experience, Mrs. Avila reminded both him and his secretary that it was an impossible task for the dispatch team. The first time we were assigned the task of doing the monthly reports, which is typically a supervisor's duty, it was difficult to complete due to the time consumption, us not having partners and most of all because we are responsible for emergency 911 calls. The dispatch team does not have hours at a time to be on the phone with support staff if we needed assistance with the reports. As an IPOA board member, Mrs. Avila suggested a new call list in the event of a vacant shift within the dispatch team since we had a reclassification. The records clerk was now also a dispatcher by title and that meant that she should be considered for priority over the chief's secretary.

Mrs. Avila also suggested that the Community Service Officers should be cross trained instead of having to pull officers from patrol to write parking citations. Lastly, Mrs. Avila told the chief that it has been 15 years since the department had top tier equipment and were additional training. There is concern among several IPOA members that the administration is only focused on their agenda and that they do not focus enough of the department budget on items that would benefit the majority. Instead, the chief spent the better part of the last year continuously asking for the city council to approve a captain position which came at a cost that was not budgeted by the city. Despite the concerns that Mrs. Avila voiced on behalf of and for the benefit of the IPOA, Mrs. Avila told Chief Henshaw that Mrs. Avila hoped he could lead a good administration and do right by the department and its members.

Chief Henshaw Stares and Winks at Mrs. Avila During the Meeting

During the meeting, Chief Henshaw winked at her several times and attempted to make extended eye contact. Mrs. Avila was uncomfortable and bothered by his actions because in addition to being sexual he was not taking her comments and concerns seriously. It was deeply troublesome and disheartening that Mrs. Avila was being treating differently than the other staff members present at the meeting. Mrs. Avila did not see him winking or attempting extended eye contact with others. It was once more painfully obvious that Chief Henshaw only wanted Mrs. Avila around for sexual gratification. After the meeting, Mrs. Avila told her husband that the chief winked at me several times and that it made her uncomfortable.

Chief Henshaw Excludes Mrs. Avila from Next Staff Meeting

On April 4, 2022 her husband, Sergeant Robert Avila received an email from Chief Henshaw inviting only sergeants, corporals, the records clerk and his secretary to his staff meeting scheduled for May 4, 2022. Mrs. Avila was excluded from attending future staff meetings. Mrs. Avila asked President Manuel Campos to speak to the chief about why they were disinviting IPOA board members at this time when it was his practice since 2016 to welcome all. The chief responded to him that this was the way he wanted it and that there were three other board members who would be in attendance. Based on his statements, he did not mind IPOA board members present but it was apparent that the chief specifically did not want Mrs. Avila to attend. Mrs. Avila emailed Chief Henshaw on April 5, 2022 to address his decision not to allow her presence at future meetings. The Chief Henshaw ignored her email and made no efforts to speak to her since then. Mrs. Avila was again punished for not reciprocating or agreeing to maintain a sexual relationship with Chief Henshaw.

Captain Fraijo Intentionally Withholds Necessary Training for New 911 System from Mrs. Avila

On May 9, 2022 Mrs. Avila received a message from her direct supervisor, Corporal Diego Cornejo at approximately 10:00 pm informing her that Captain Fraijo wanted him to give her access to a new text-to-911 program. Mrs. Avila asked Corporal Cornejo if they would stop logging into the old system or if they were only in the testing phase of the new system. He told her that in less than 24 hours we were going to go live with the new program. Mrs. Avila had been informed by one of her colleagues, Ivania Sanchez, that she and her partner were given early access days in advance while Mrs. Avila was never even advised that this program was coming. Mrs. Avila emailed both Captain Fraijo and Corporal Cornejo her concerns regarding the liability involved with not being properly trained before going live with a 911 system. Mrs. Avila is at a disadvantage while all of her colleagues were fully prepped ahead of the launch. They had days to review the extensive training videos and support links while Mrs. Avila had only hours. Corporal Cornejo confirmed to her that Mrs. Avila was the only dispatcher not directly emailed by Captain Fraijo regarding the new program. Again, it became clear to Mrs. Avila that Captain Fraijo is aware of Chief Henshaw's negative feelings toward her and possibly has knowledge of the previous sexual relationship. Failing to provide adequate training to sabotage Mrs. Avila is a form of retaliation.

Mrs. Avila has been targeted, sexually harassed and battered, discriminated, and retaliated by Chief Henshaw. In effect, her work performance, salary, and feelings of safety as a woman have been compromised. It is for these reasons Mrs. Avila has sought counsel and plans to bring forth these claims against the Defendants.

GENDER DISCRIMINATION & HARRASSMENT

In order to establish a prima facie case for gender discrimination, the Plaintiff must show the following: (1) She was a member of a protected class; (2) she was qualified for the position sought or was performing competently in the position held, (3) she suffered an adverse employment action, and (4) some other circumstance suggests discriminatory motive. *Guz v. Bechtel Nat. Inc.* (2000) 24 Cal.4th 317, 323.

"If, at trial, the plaintiff establishes a prima facie case, a presumption of discrimination arises. [Citations.]" (*Guz, supra,* 24 Cal.4th at p. 355.) "Accordingly, at this trial stage, the burden shifts to the employer to rebut the presumption by producing admissible evidence, sufficient to 'raise[] a genuine issue of fact' and to 'justify a judgment for the [employer],' that its action was taken for a legitimate, nondiscriminatory reason. [Citations.]" (Id. at pp. 355–356.) *Sandell, supra,* 188 Cal.App.4th at 307-08.

"If the employer sustains this burden, the presumption of discrimination disappears. [Citations.] The plaintiff must then have the opportunity to attack the employer's proffered reasons as pretexts for discrimination, or to offer any other evidence of discriminatory motive. [Citations.] In an appropriate case, evidence of dishonest reasons, considered together with the elements of the prima facie case, may permit a finding of prohibited bias. [Citations.]" *Sandell, supra,* 188 Cal.App.4th at 308.

Mrs. Avila is a woman and is thus, a member of a protected class. Mrs. Avila worked with very few issues and positive performance reviews for over a decade, as evidenced by her yearly reviews consistently either being competent or highly satisfactory. Mrs. Avila was qualified for her position and had no performance issues affecting qualification. In fact, Mrs. Avila received a Medal of Distinguished Service for the outstanding performance observed at her position. Despite her experience and exceptional

performance, Mrs. Avila suffered an adverse employment action when she was forced to resign from her position as Communications Training Officer in 2021 for a loss of pay and status. Chief Henshaw continued to sexually harass Mrs. Avila because he is sexually attracted to women and continued his harassment long after the end of their consensual relationship. After turning down the relentless requests for sexual favors by Chief Henshaw, Mrs. Avila was suddenly excluded from important and necessary meetings and emails with no warning and no reason given. Based on Mrs. Avila's outstanding record of better than expected work, there is no legitimate reason for her to suddenly be left off of important work communications.

FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, OR RETALIATION

An employer has a duty to prevent discrimination and harassment in the workplace. *Northrop Grumman Corp. v. Workers' Comp. Appeals Bd.* (2002) 103 Cal.App.4th 1021, 1035. Once the employer is on notice, it must act immediately to attempt to end the harassment or discrimination and deter future harassment or discrimination. *M.F. v. Pacific Pearl Hotel Management LLC* (201&) 16 Cal.App.5th 693, 701. This includes a duty to take temporary steps while they investigate the claims, and to put permanent steps in place to avoid further harm. *Ibid.*

Mrs. Avila has been harassed to the point of lost wages, respect, title, and sense of security in the workplace. Mrs. Avila notified the employer of her discrimination in an email to Chief Henshaw notifying him that he had excluded Ms. Avila from future staff meetings. Despite this, Defendant took no action to rectify the situation and failed to take any of the steps required to prevent such harassment in the workplace. Thus, Defendant breached their duty to provide a safe and fair environment for peaceful mediation. Therefore, Defendant is liable to Mrs. Avila for failing to prevent discrimination and harassment in the workplace.

The employer failed to install any safeguard to protect its employees from Chief Henshaw. Mrs. Avila was experiencing sexual harassment from her highest superior. There was no one else that she could contact regarding her sexual harassment. The employer was on notice of the harassment since it was Chief Henshaw who was harassing her. This type of harassment from a high-ranking official opens up the employer to automatic liability. Under the Fair Employment and Housing Act (FEHA), an employer is strictly liable for the harassing actions of its supervisors and agents. *Chapman v. Enos* (App. 1 Dist. 2004) 10 Cal.Rptr.3d 852, 116 Cal.App.4th 920. Therefore, as a high-ranking supervisor in the Irwindale Police Department, the City of Irwindale and the Police Department are both subject to strict liability in any case where it is found that Chief Henshaw or any similarly situated supervisor subjects another employee to harassment.

SEXUAL HARASSMENT

To establish a prima facie case of sexual harassment that creates a hostile work environment, the plaintiff has the burden to show, (1) that the plaintiff was an employee of, or a person providing services under a contract with, the defendant; (2) the plaintiff was subjected to unwanted harassing conduct because she was a woman; (3) that the harassing conduct was severe or pervasive; (4) that a reasonable woman in the plaintiff's circumstances would have considered the work environment to be hostile or abusive; (5) that the plaintiff considered the work environment to be hostile or abusive; (6) that a supervisor engaged in the harassing conduct *or* the defendant or its supervisors/agents knew or should have known of the conduct and failed to take immediate and appropriate corrective action; (7) that the plaintiff was harmed; and (8) that

the conduct was a substantial factor in causing the plaintiff's harm. Gov. Code, § 12940, subd. (j). In determining what constitutes as sufficiently severe and pervasive conduct, the Supreme Court in *Burlington Industries, Inc. v. Ellerth*, weighed three factors, (1) the frequency and severity of the conduct; (2) how physically humiliating or threatening the conduct, and (3) whether the conduct was targeted at the Plaintiff. (*Burlington Industries, Inc. v. Ellerth* (1998) 524 U.S. 742.) Additionally, hostile work environment sexual harassment cases may involve various forms of verbal and physical conduct, including, both sexual or nonsexual nature, which have the purpose or effect of creating a hostile or offensive work environment. *Faragher v. City of Boca Raton* (1998) 524 U.S. 775, 789.

However, the harassment need not be severe *and* pervasive in order to impose liability; either severe *or* pervasive will suffice. *Hostetler v. Quality Dining, Inc.* (7th Cir.2000) 218 F.3d 798, 808. Under Title VII, sexual harassment is considered "severe or pervasive" only when it " ' "alter[s] the conditions of [the victim's] employment and create[s] an abusive working environment." ' " *Hughes v. Pair*, 46 Cal. 4th 1035 at 1042, 209 P.3d 963 (2009). Taken into account must be the surrounding circumstances, such as the " ' "frequency of the discriminatory conduct; its severity; whether it is physically threatening or humiliating, or a mere offensive utterance; and whether it unreasonably interferes with an employee's work performance." ' " Id. at 1043. Courts since have been pretty clear, as outlined below, that consistent harassment over a long period of time will satisfy the severe or pervasive requirement. See *Melissa Borck, et al., v. City of Los Angeles, et al.* (Case No. CV 99-11575-TJH(Ex)).; *Fuller v. City of Los Angeles, L.A. Co. Super. Ct.* #BC346464 (Unpub. 2008).; *Linda ALLSTOT, Plaintiff, v. CITY OF LOS ANGELES,* a municipal corporation, and Does 1 through 100 inclusive, Defendants., 2016 WL 11469651.

In the case of *Melissa Borck, et al., v. City of Los Angeles, et al.* (Case No. CV 99-11575-TJH(Ex)), many similar facts led to a jury verdict in favor of the plaintiff. Officer Melissa Borck, alleged that a male officer pushed her head to his groin and said, "I thought you'd never ask" and that female officers were ordered to pick up dry cleaning, lunch or coffee for male officers. Id. Borck continued to work for the LAPD even through this harassment from fellow officers. The jury found that these actions by fellow officers occurred to Borck and other female officers, but not male officers, due to their sex. Id. When she reported the harassment to internal affairs, they retaliated with adverse employment actions Id.

Similarly, in *Fuller v. City of Los Angeles, L.A. Co. Super. Ct.* #BC346464 (Unpub. 2008)., the plaintiff alleged that she was targeted by the men in the police department exposing their genitalia, making sexually explicit remarks, and being left out of meetings and trainings due to her sex. *Fuller v. City of Los Angeles, L.A. Co. Super. Ct.* #BC346464 (Unpub. 2008). She was left out of meetings in retaliation for not being welcoming to the sexually explicit advances. Id. This ended up being settled outside of court, and the plaintiff was awarded $2.25 million.

Mrs. Avila's case bears many similarities to the two discussed above. Similar to *Borck*, Mrs. Avila was the victim of unwanted sexual touching, when Chief Henshaw rubbed his groin against her multiple times. Similar to *Fuller*, Mrs. Avila was also subject to pervasive and consistent sexually explicit remarks and advances from Chief Henshaw. Also similar to both *Borck* and *Fuller*, Mrs. Avila has begun to be left out of meetings and training exercises in retaliation for her refusal to continue her relationship with Chief Henshaw through his constant advances.

In the case of *Allstot v. City of Los Angeles*, the plaintiff was subject to constant sexual comments from her supervisor, as well as invites on vacations and attempts by the supervisor to initiate sexual encounters. *Linda Allstot, Plaintiff, V. City Of Los Angeles,* a municipal corporation, and Does 1 through 100 inclusive, Defendants., 2016 WL 11469651. Plaintiff in this case was subject to remarks regarding her physical appearance over the course of years, which the jury found to qualify as severe and pervasive harassment. Id. Similarly, Mrs. Avila has been subject to years of comments, looks, and attempts to initiate sexual encounters by Chief Henshaw, with these actions occurring since Mrs. Avila ended their consensual relationship in May of 2019. Similarly, should this harassment by Chief Henshaw be reviewed by a jury, they will find that his 3+ years of unwanted sexual comments and advances constitutes harassment so severe or pervasive that it has materially affected the working conditions of Mrs. Avila. Ms. Allstot was awarded $3 Million by a jury when it was found that the behavior of her superior was severe or pervasive. Id.

Here, Mrs. Avila is an employee of Irwindale Police Department. She was subjected to the continual solicitation of sexual favors from Chief Henshaw long after their consensual relationship ended. Chief Henshaw acted this way toward Mrs. Avila because she was a woman. There is no record of him requesting sexual favors from any of his male subordinates. Chief Henshaw's solicitation was continual and pervasive. He asked for nude photographs long after the consensual relationship had ended and constantly texted her claiming that he missed her and wished to meet up with her privately. He would make crude and inappropriate comments about Mrs. Avila's sexual relations with her husband and their marriage. These comments cause Mrs. Avila distress, overpowering guilt, and permanent damage to her marriage. A reasonable woman in Mrs. Avila's circumstances would have considered the work environment to be hostile or abusive. Mrs. Avila considered the work environment to be hostile. Chief Henshaw was Mrs. Avila's supervisor and engaged in the harassing conduct for multiple years. Mrs. Avila was harmed through her forced resignation, exclusion from staff meetings, and loss of pay. Chief Henshaw's actions were the substantial factor in causing Mrs. Avila's harm.

QUID PRO QUO SEXUAL HARASSMENT

To establish a prima facie case of quid pro quo sexual harassment, the plaintiff must prove: (1) the sexual advances were unwelcomed; (2) the plaintiff's response to the advances affected a tangible aspect of the terms, conditions, or privileges of employment; and (3) employer responsibility. *Hicks v. Gates Rubber Co.*, 833 F.2d 1406, 45 Fair Empl. Prac. Cas. (BNA) 608, 44 Empl. Prac. Dec. (CCH) ¶ 37542 (10th Cir. 1987).

Unwelcome conduct is conduct that the employee did not solicit or incite and regarded undesirable or offensive. *Henson v. City of Dundee*, 682 F.2d 897, 29 Fair Emp. Prac. Cas. (BNA) 787, 29 Empl. Prac. Dec. (CCH) ¶ 32993 (11th Cir. 1982).

Under the quid pro quo theory, an employer is liable for the acts of its supervisory employees, regardless of whether the conduct was known or should have been known by the employer. Liability is imputed to the employer on the theory that the supervisor, in perpetrating the harassing conduct, exercised authority delegated by the employer. Cal. Code Reg., tit. 2, § 7287.6, subd. (b)(2); 29 C.F.R. § 1604.11(d), (e).

In the *Allstot* case outlined above, the employer, the city of Los Angeles, was found to be strictly liable because the harasser was a Lieutenant in the Police Department. *Allstot v. City of Los Angeles*, 2016

WL 11469651. The city was brought as a party in the suit and ordered by the court to pay the plaintiff due to the strict liability enforced when a supervisor is the harassing party. Id. The only real difference in the position of the harasser in Allstot and the harasser in the issue at hand is that Chief Henshaw is actually in a stronger position of power, as the Chief of Police, and would have even more supervisory power than a lieutenant. Since it was found that the employer was liable when the harassing party was a lieutenant, it would make sense that the employer would still be strictly liable if the harassing party was an even higher-ranking supervisor.

Mrs. Avila repeatedly requested Chief Henshaw stop his requests for sexual favors and, on multiple occasions, she has communicated her desire to stop communicating with Chief Henshaw in a personal matter. He did not stop. This created a hostile work environment. Mrs. Avila was forced to resign from her position, she was excluded from meetings, and she lost out on at least two months' pay. The employer will be liable for the acts of Chief Henshaw, as a supervisory employee, since he exercised his authority which was delegated by the employer.

HOSTILE WORK ENVIROMENT

To show a hostile work environment, an employee must show that (1) they are a member of a protected class; (2) they were subjected to unwelcome sexual harassment; (3) the harassment was based on gender; (4) the harassment unreasonably interfered with their work performance by creating an intimidating, hostile, or offensive work environment; and (5) Department is liable for harassment. *Thompson v. City of Monrovia* (2010) 186 Cal.App.4th 860, 876.

Mrs. Avila is a woman, and she is a member of a protected class. Chief Henshaw continued to solicit sexual favors from Mrs. Avila long after their consensual relationship ended. Mrs. Avila would not have been subjected to this harassment had she been a male. This harassment had a drastic effect on the performance of her job. The department is liable for the harassment as Chief Henshaw acted in his supervisory capacity during the harassment.

VIOLATION OF CAL. LABOR CODE § 226

Under California Labor Code § 226(a), the employer shall provide an accurate itemized statement in writing showing all nine required items as describe in the statute. One required item is item (8) the name and address of the legal entity that is the employer .... If this is not required, it is deemed a violation of § 226.

Mrs. Avila's wage payment statements did not include the name or address of her employer, Defendant. Therefore, Defendant is in violation of Cal. Labor Code § 226(a).

AWARDS IN ISSUES WITH SIMILAR FACTS

In the matter of *Allstot v. City of Los Angeles*, a very similar set of facts with a superior sexually harassing someone he held power over in a police department, a jury awarded the plaintiff $3 million. *Allstot v. City of Los Angeles*, 2016 WL 11469651. The behavior that occurred in the *Allstot* case is very similar to the behavior exhibited by Chief Henshaw in the facts laid out above, although Chief Henshaw is coming from an even higher up position than the parties found to be harassing the plaintiff in *Allstot*. Id.

In the matter of *Fuller v. City of Los Angeles* outlined above, similar facts where the plaintiff was consistently harassed over years led to the plaintiff taking a settlement offer outside of court for $2.25 Million. *Fuller v. City of Los Angeles* #BC346464 (Unpub. 2008). The employer in that case, the city of Los Angeles, settled because they would have been held liable under the hostile work environment statute. Id.

In the matter of *Borck v. City of Los Angeles* outlined above, the plaintiff was awarded $2.3 Million after it was found that her fellow officers had been harassing her and that nothing was done to stop the harassment. *Borck v, City of Los Angeles*, (Case No. CV 99-11575-TJH(Ex)). The employer was once again found to be strictly liable, although in this case it was because supervisors were made aware of the harassment and did nothing to prevent it. Id. The harassment was once again found to be severe and pervasive due to the amount of time it went on and the consistency with which it occurred. Id. Once again, similar facts would likely lead to a similar verdict, because although the harassers in this case were not supervisory, the circumstances led to the employer being held strictly liable.

CONCLUSION

The defendant is liable to Mrs. Avila for monetary damages to be determined at trial. However, our client has authorized two offers that can either be accepted:

1. The City shall pay Mrs. Avila five-million dollars ($5,000,000.00) for personal injuries within sixty (60) days of today's date or within fifteen (15) days of duly signed settlement and release agreement, whichever is sooner. In exchange, Mrs. Avila will agree to dismiss all claims against the City, Ty Henshaw, and Captain Fraijo, waive her rights under CCP section 1542, enter a confidentiality and non-disparagement agreement, tender her resignation upon receipt of funds aforementioned, and the City may continue to employ Chief Ty Henshaw and Captain Fraijo.
2. The City shall pay Mrs. Avila two-million five-hundred thousand dollars ($2,500,000.00) for personal injuries in sixty (60) days of today's date or within fifteen (15) days of duly signed settlement and release agreement, whichever is sooner, and terminate Chief Ty Henshaw and Captain Fraijo within sixty (60) days of today's date or within fifteen (15) days of duly signed settlement and release agreement, whichever is sooner. In exchange, Mrs. Avila will agree to dismiss all claims against the City, Ty Henshaw, and Captain Fraijo, waive her rights under CCP section 1542, enter a confidentiality and non-disparagement agreement, and continue her employment with the City.

If you would like to discuss a resolution, please contact us within ten (10) business days of the date of this letter. If we do not hear from you, we will assume that you are not interested in resolving this matter and will advise Mrs. Avila of her available legal remedies.

Thank you for your anticipated professional courtesy and cooperation. To further discuss the foregoing, please contact me at brian@adeptcounsel.co or at (310) 744-5227.

Sincerely,



Brian M. Heit

Brian M. Heit, Esq.

BMH/js

enclosure

ADEPT
LEGAL
COUNSEL

Adept Legal Counsel PC
340 South Lemon Avenue, Suite 8933
Walnut, CA 91789
(310) 744-5227

July 21, 2022

Via email to: aguerra@awattorneys.com
Aleshire & Wydner LLP
Attn: Adrian Guerra
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245

RE: **Addendum to City of Irwindale Demand Letter**

I hope this letter finds you well. Our client has identified additional malfeasance the City of Irwindale and its independent investigator should be aware of. Sometime in late 2018, Ty Henshaw stopped by the Irwindale Police Department station before he was to attend a work conference. Though our client does not recall the exact date and time, she remembers that he was wearing a light-colored polo shirt with khaki shorts and converse sneakers. He entered the dispatch center which is Mrs. Avila's regular post and one which she cannot physically leave unless she has a partner or request a break. She was sitting at her desk in a corner when Ty Henshaw walked in and said hello and asked how Mrs. Avila was doing. Mr. Henshaw proceeded to approach Mrs. Avila from the right side, stood over Mrs. Avila and put his hand on her shoulder. Mr. Henshaw then slid two fingers down the front of Mrs. Avila's uniform polo shirt which is slightly open and unbuttoned by design at the front. Mr. Henshaw then smirked, told me to have a good day and left. Mrs. Avila was surprised, felt disrespected, and uncomfortable by his touching of her chest in this manner while she was working in the dispatch center. She felt like objectified and felt like he thought could do whatever he pleased with at any time.

Sometime in late 2018 or early 2019 Ty Henshaw entered the dispatch center while Mrs. Avila was handling an emergency 911 call. Mrs. Avila was standing up while speaking to the caller and facing the computer. Ty Henshaw approached her from behind, rubbed his crotch against her buttocks and then placed his hand under and between my legs. He stopped after he noticed that Mrs. Avila was not responding to his actions and that she just continued to handle the 911 call. Mr. Henshaw's customary behavior was to take advantage of my physical location in a corner, unable to move, unable to react, retreat, and unable to leave because he knew she was handling a priority 911 call. In both of these incidents Mrs. Avila felt like she did not have any control of the situation and all she could do was submit to his actions.

Sincerely,

Brian M. Heit

Brian M. Heit, Esq.

CC Item 1G

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Rejection of Claim: Robert Avila against. City of Irwindale.

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Robert Avila against City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On January 25, 2023, the City Clerk's Office received a claim for damages via U.S. mail from claimant Robert Avila. Claimant Avila alleges retaliation, harassment and refusal to promote by former City of Irwindale Police Chief Ty Henshaw on the basis of Claimant Avila's spouse, Mariela Avila, ending a sexual relationship with former Chief Henshaw.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co. The City is not liable because the Lieutenant position was filled according to proper processes. Accordingly, staff is recommending that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Claim for Damages received January 25, 2023

504 - AV

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RECEIVED
JAN 25 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

INSTRUCTIONS

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

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Robert Avila	Claimant's Occupation Police Sergeant
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:
Adept Legal Counsel, PC
340 South Lemon Avenue, Suite 8933, Walnut, CA 91789

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: June 2018 to present Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Chief Ty Henshaw

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

Please see detailed letter attached hereto

Describe in detail how the DAMAGE or INJURY occurred.

Please see detailed letter attached hereto

Why do you claim the City of Irwindale is responsible?

City of Irwindale is required to protect its citizens. Ty Henshaw acted in his position of Chief of Police of the City of Irwindale in his treatment of Mr. Avila. He used the power of his position to retaliate against, harass, and refuse to promote Mr. Avila because Mr. Avila's wife ended her sexual relationship with Chief Henshaw.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

Claimant is a police sergeant who works as a subordinate to the Chief of Police. Chief of Police exercises authority over the claimant and there is presence of power in their relationship.

Claimant's Name:
Robert Avila

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

To be determined at trial but please see attached letter

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

To be determined at trial but please see attached letter

Was damage and/or injury investigated by the police? No If yes, what City? _____

Were paramedics or ambulance called? No If yes, name City or ambulance_____

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

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

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

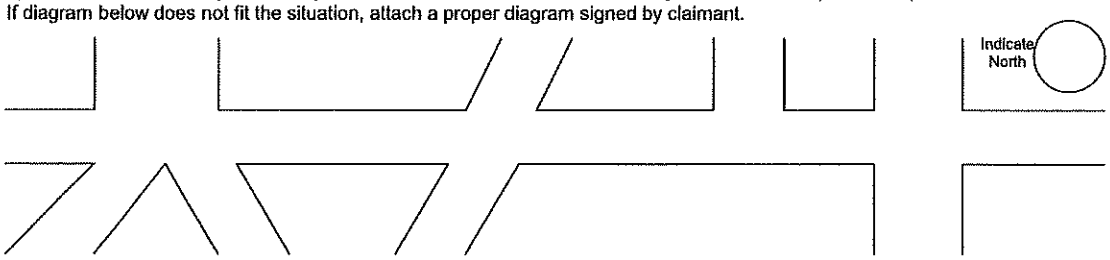
Name _____ Address_____ Phone _____

Name _____ Address_____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	Brian M. Heit, Esq.	

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

RECEIVED
JAN 2 5 2023
CITY OF IRWINDALE
CITY CLERKS DEPT.

340 South Lemon Avenue, Suite 8933
Walnut, CA 91789
(310) 744-5227

January 5, 2023

Sent Via Email to aguerra@awattorneys.com
Aleshire & Wydner LLP
Attn: Adrian Guerrera
2361 Rosecrans Ave., Suite 475
El Segundo, CA 90245

City of Irwindale
Attn: Laura Nieto, City Clerk
5050 N. Irwindale Ave.
Irwindale, CA 91706

RE: Robert Avila's Claims Against the City of Irwindale Police Department

Dear Mr. Guerrera:

Please be advised that Adept Legal Counsel P.C. represents Robert Avila ("Mr. Avila") who is an employee of The City of Irwindale Police Department ("Defendant"). He has been employed by the police department since 1995 and is currently a sergeant. Mr. Avila has been a sergeant for thirteen years and is by far the most qualified sergeant to promote to lieutenant; however, Chief Ty Henshaw ("Chief Henshaw") refused to promote Mr. Avila because Chief Henshaw because was engaged in a sexual relationship with Mr. Avila's wife, Mariela Avila who is also an employee of the City of Irwindale Police Department.

This demand letter and the accompanying form, titled, City of Irwindale Claim for Damages to Person or Property shall serve as notice of claim in compliance with California Tort Claims Act section 910 – 913.2 et cettera.

At the outset, we advise you that this letter constitutes an offer of compromise and settlement under California Evidence Code §§1152, 1154, and Federal Rule of Civil Procedure 408 and may not be used in any legal proceeding between the parties. This letter is being provided in an effort to avoid costly and time-consuming litigation and to seek an immediate, cost-effective, and fair resolution to this case. The description of facts contained herein is not intended to be exhaustive, and we reserve the right to supplement and/or modify the facts as further investigation dictates. We reserve the right to make complaints to the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing while Imagine considers this demand letter.

STATEMENT OF CLAIMS

Mr. Avila was hired by the City of Irwindale Police Department in 1992 as a cadet and became a reserve officer in 1995. After completing his training and probationary period he was recommended to become a full-time police officer in 1999. For the next seven years Mr. Avila worked as a dedicated police officer earning a strong reputation in the community and earning high marks on all of his performance reviews. On two separate occasions, Mr. Avila was part of a group of officers who were commended by the Monrovia chief of police and by the Covina chief of police for their assistance to their neighboring towns. Mr. Avila's dedication, leadership, and care for the community allowed him to excel as a police officer. Mr. Avila's commitment to his job and leadership qualities did not go unnoticed and as a result of his exceptional work as a police officer, he was quickly promoted to sergeant in 2006.

Mr. Avila's success at the City of Irwindale Police Department did not end with his promotion to sergeant. For the next twelve years from 2006 through 2017, Mr. Avila only received scores of "highly satisfactory" on his performance reviews. Mr. Avila's performance reviews begin mentioning preparing Mr. Avila to promote to lieutenant starting around 2009-2010. At this point, Mr. Avila's work ethic had placed him on the fast track to promoting within the department; however, due to events beyond Mr. Avila's control his career advancement was stalled.

In July of 2018, Mr. Avila's wife, Mariela Avila, who works as a 911 dispatcher at the City of Irwindale Police Department, began an intimate sexual relationship with then Chief Henshaw. This relationship continued for the majority of the next year until May of 2019 when Mrs. Avila reconciled with Mr. Avila and officially expressed her desire to end her sexual relationship with Chief Henshaw. Once Mrs. Avila informed Chief Henshaw of her decision to end their sexual relationship, Chief Henshaw began retaliating against both Mr. and Mrs. Avila as they were both his subordinates at the City of Irwindale Police Department.

Due to Mr. Avila's wife's decision to end her sexual relationship with Chief Henshaw, his career was completely upended. Even before Mrs. Avila's ended her relationship with Chief Henshaw, he would regularly make disparaging comments about Mr. Avila. Chief Henshaw would make comments about Mr. Avila's weight, appearance, and even his penis. On one occasion, Chief Henshaw said to Mrs. Avila, "300 pounds? How can you support that on top of you?" referring to Mr. Avila's weight. Another time, Chief Henshaw brought Mrs. Avila a cigar cutter at her desk. When she told him that she did not smoke cigars, he told her to "use it on the extra foreskin" referring to Mr. Avila's penis. Not only did Chief Henshaw make this disgusting and completely inappropriate comment about Mr. Avila's penis, but he also gifted every one of his sergeants the same cigar cutter except Mr. Avila. This behavior clearly indicates that Chief Henshaw had singled out Mr. Avila solely because of his wife's decision to end her sexual relationship with him and reconcile with Mr. Avila.

Unfortunately, Chief Henshaw's retaliation toward Mr. Avila did not end with his disparaging and demeaning comments about him. Chief Henshaw also completely halted Mr. Avila's promotion path. As mentioned above, between 2006 to 2017, Mr. Avila's performance reviews were all marked as "highly satisfactory." His best performance review was in 2018 while the Chief and his wife were still engaged in their sexual relationship. His 2018 performance review states that Mr. Avila should be doing everything he can to prepare for the next lieutenant vacancy because he was without question the most qualified sergeant. However, in 2019 after his wife broke off her relationship with Chief Henshaw, Mr. Avila's marks on his next performance review were lowered to "competent" from "highly satisfactory". After thirteen straight years of receiving only "highly satisfactory" marks, his marks were coincidentally lowered to "competent" just months after his wife ended her relationship with Chief Henshaw and reconciled with him. Mr. Avila received the same mark of "competent" on his performance review from 2020 and 2021. The only explanation for Chief Henshaw choosing to lower Mr. Avila's performance review scores is because he was jealous that Mrs. Avila broke off her relationship with him and reconciled with Mr. Avila.

After receiving his best performance review in 2018, Mr. Avila decided to apply for the next Lieutenant vacancy later that year. Mr. Avila was clearly the most qualified sergeant for the position as he had been a sergeant for thirteen years when he applied. However, Mr. Avila was not chosen for this position and instead the job was given to now-Captain John Fraijo. Mr. Avila had been an employee of the City of Irwindale Police Department for several more years than Mr. Fraijo and had even trained Mr. Fraijo when he joined the department. Due to the fact that Mr. Avila had been employed longer than Mr. Fraijo and all of Mr. Avila's performance reviews mention how he was ready to promote to lieutenant, shows there was no legitimate basis to deny him this promotion.

Strangely, since Mr. Avila was denied this promotion, Chief Henshaw has twice tried to convince Mr. Avila to re-apply for promotion to Lieutenant. At this point, Mr. Avila was well aware of the frequent disparaging comments Chief Henshaw would make about him to Mrs. Avila, so this struck him as odd. When an officer is promoted into a new role at the City of Irwindale Police Department, as Mr. Avila would have been, they are subject to a six-month probationary period during which their supervisor can decide if they are fit for the role or not. If the officer's supervisor deems that the officer is not fit for the new role, they will be demoted to their previous role. However, if their previous role has already been filled, then the officer will be terminated. Mr. Avila was rightfully worried about re-applying for the lieutenant position because this would create a pretextual basis for Chief Henshaw to terminate him during the aforementioned six-month probationary period. Mr. Avila knew that Chief Henshaw did not like him and wanted him separated from his wife so he could continue to have sexual relations with her. Therefore, promoting Mr. Avila to lieutenant for a six-month probationary period, filling his sergeant vacancy, and deeming him not fit for the lieutenant position after six months would allow Chief Henshaw to terminate Mr. Avila. Terminating Mr. Avila would have provided Chief Henshaw with much more alone time with Mrs. Avila which is what Chief Henshaw desired the most even after she broke off the relationship with him.

Furthermore, the Police Department has not only failed at every step of the way to prevent the harassment of Mr. Avila, but also have now begun retaliating against Mr. Avila. The City of Irwindale Police Department has a nepotism policy that discourages family members and spouses from working the same shifts. Over the years, Mr. and Mrs. Avila have received a few notices about being in violation of the nepotism policy for working the same shifts; however, each time their situation is reviewed by the department and they are allowed to continue working the same shifts. Mr. and Mrs. Avila received the most recent notice about being in violation of the nepotism policy in November of 2022. This was the first notice they received since 2017, which was the year before Mrs. Avila and Chief Henshaw began their sexual relationship. In 2017 the department reviewed the Avila's situation and allowed them to continue working together. In August of 2022, Mr. and Mrs. Avila scheduled a meeting with the current Chief of Police, Robert Castro, to address the nepotism issue. In this meeting Chief Castro told Mr. and Mrs. Avila not to worry and that they would be able to continue working the same shifts. Between the period of August 2022 to November 2022, Captain Fraijo returned to work from leave due to a claim Mrs. Avila had made against the City of Irwindale, Former Chief Henshaw, and Captain Fraijo. Based upon information and belief, Captain Fraijo informed Chief Castro that it was Mrs. Avila who filed the claim against the Police Department. As a result, when Mr. and Mrs. Avila received their latest nepotism violation in November of 2022, Chief Castro informed them that it was being enforced and that they would not be able to work the same shifts. Mr. and Mrs. Avila are the only spouses that had the nepotism policy enforced against them and it was enforced solely in retaliation for the claim Mrs. Avila brought against the Police Department.

Throughout twenty-six years of working at the City of Irwindale Police Department Mr. Avila has received glowing performance reviews, is well liked within the department and community, and has shown his fierce loyalty to the department. During Mr. Avila's supervisor, Chief Henshaw's constant belittlement and disparagement, failing to promote him, and having sexual intercourse with his wife, Mr. Avila has remained dedicated to his job and maintained a level of professionalism throughout. As a result of his dedication, Mr. Avila has been denied promotions, retaliated against, and harassed for which he now seeks to address.

FALURE TO PROMOTE

The denial of previously promised training and the failure to promote may constitute adverse employment actions. *Light v. Dept. of Parks and Recreation*, 14 Cal. App. 5th 75, 93 (4th Dist. 2017). A failure to promote has "occurred" when the person seeking the promotion has been informed or is otherwise put on notice that he or she will not receive the promotion. *Pollock v. Tri-Modal Distribution Services Inc.*, 11 Cal. 5th 918, 933 (2021). The Legislature declared that in order to eliminate discrimination and harassment in the workplace, "it is necessary to provide effective remedies that will both prevent and deter unlawful employment practices and redress the adverse effects of those practices on aggrieved persons." (§ 12920.5.) It framed "[t]he opportunity to seek, obtain, and hold employment without" experiencing discrimination or harassment as a

"civil right," and instructed that the FEHA "shall be construed liberally for the accomplishment of [its] purposes."

Here, Mr. Avila suffered an adverse employment action when now-Captain Fraijo was selected to be promoted to lieutenant instead of Mr. Avila. At the time that Mr. Avila applied for the lieutenant vacancy, he had been a sergeant for thirteen years and was by far the most qualified sergeant for the position. However, Chief Henshaw refused to promote Mr. Avila because he was engaged in a sexual relationship with Mr. Avila's wife. Chief Henshaw and Mrs. Avila had an off and on relationship. At several points during their relationship, Mrs. Avila would tell Chief Henshaw that she was going to try to reconcile with Mr. Avila. This caused Chief Henshaw to hold great animosity towards Mr. Avila because Chief Henshaw wanted Mrs. Avila all to himself. As a result of Chief Henshaw's personal animus towards Mr. Avila, Captain Fraijo was selected for the promotion to lieutenant instead of Mr. Avila. Mr. Avila had far more experience than Captain Fraijo as he was Captain Fraijo's training officer when he joined the Police Department.

NEGLIGENT HIRING, RETENTION, AND/OR SUPERVISION

California case law recognizes the theory that an employer can be liable to a third person for negligently hiring, supervising, or retaining an unfit employee. (*Evan F. v. Hughson United Methodist Church* (1992) 8 Cal.App.4th 828, 836 [10 Cal.Rptr.2d 748].) Liability is based upon the facts that the employer knew or should have known that hiring the employee created a particular risk or hazard and that particular harm materializes. *Doe v. Capital Cities*, 50 Cal. App. 4thh 1038, 1053 (1996).

Here, the City of Irwindale is liable to Mr. Avila for negligently hiring and supervising Chief Henshaw as he was able to harass and retaliate against Mr. Avila for several years without any repercussions. Based upon information and belief, the City of Irwindale did not perform a thorough and complete investigation before making the decision to hire Ty Henshaw as a Captain or Chief of Police. If the City of Irwindale had properly done their due diligence into Ty Henshaw's behavior at Bell Police Department, it would have been apparent that Chief Henshaw was not fit for the Chief of Police position. Chief Henshaw had an intimate sexual relationship with one of his subordinates who was the wife of another one of his subordinates. Chief Henshaw also verbally harassed and retaliated against Mr. Avila for the sole reason that Mrs. Avila broke off her relationship with Chief Henshaw. The City of Irwindale is liable because they should have known that hiring Chief Henshaw would cause harm to their employees.

FAILURE TO PREVENT HARASSMENT, DISCRIMINATION AND/OR RETALIATION

An employer has a duty to prevent discrimination and harassment in the workplace. *Northrop Grumman Corp. v. Workers' Comp. Appeals Bd.* (2002) 103 Cal.App.4th 1021, 1035. Once the employer is on notice, it must act immediately to attempt to end the harassment or discrimination and deter future harassment or discrimination. *M.F. v. Pacific Pearl Hotel*

Management LLC (201&) 16 Cal.App.5th 693, 701. This includes a duty to take temporary steps while they investigate the claims, and to put permanent steps in place to avoid further harm. *Ibid.*

Here, the City of Irwindale failed at every step of the way to prevent the retaliation and harassment that Mr. Avila was enduring from Chief Henshaw. In this case, the City of Irwindale was put on notice of the retaliation against Mr. Avila when Chief Henshaw denied him the promotion to lieutenant. Mr. Avila was by far the most qualified candidate for the lieutenant position when he applied; however, he was passed up for Captain Fraijo who had far less experience than Mr. Avila. The only reason he was denied this promotion was because his wife, Mrs. Avila, was engaged in a sexual relationship with Chief Henshaw and then Chief Henshaw did not want to have to work closely with Mr. Avila while he was sleeping with Mr. Avila's wife. After Mr. Avila was denied the promotion to lieutenant, the City of Irwindale failed to take any steps to remedy the retaliation that Mr. Avila was experiencing.

RETALIATION IN VIOLATION OF PUBLIC POLICY

To establish a prima facie case of retaliation, a plaintiff must show (1) the plaintiff engaged in a protected activity, (2) the employer subjected the employee to an adverse employment action, and (3) a causal link existed between the protected activity and the employer's action. *(Castro-Ramirez v. Dependable Highway Express, Inc.*, 2 Cal. App. 5th 1028, 207 Cal. Rptr. 3d 120 (2d Dist. 2016), review denied, (Nov. 30, 2016).) "It is well established that a plaintiff in a retaliation case need only prove that a retaliatory animus was at least a substantial or motivating factor in the adverse employment decision." (*George v. California Unemployment Ins. Appeals Bd.* (2009) 179 Cal.App.4th 1475, 1492.)

A retaliation claim may be brought by an employee who has complained of or opposed conduct that the employee reasonably believes to be discriminatory, even when a court or jury later determines the conduct was not actually prohibited by the Fair Employment Housing Aact. (*Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028 (2005); *Miller v. Department of Corrections*, 36 Cal. 4th 446 (2005).) Employees often are legally unsophisticated and will not be in a position to make an informed judgment as to whether a particular practice or conduct violates the governing anti-discrimination statute. A rule that permits an employer to retaliate against an employee with impunity whenever the employee's reasonable belief turns out to be incorrect would significantly deter employees from opposing conduct believed to be discriminatory. (*Kelley* v. *The Conco Cos.*, 196 Cal. App. 4th 191, 209.)

Both direct and circumstantial evidence can be used to show an employer'sintent to retaliate. 'Direct evidence of retaliation may consist of remarks madeby decisionmakers displaying a retaliatory motive.' Circumstantial evidencetypically relates to such factors as the plaintiff's job performance, the timing ofevents, and how the plaintiff was treated in comparison to other workers. (*Colarossi v. Coty US Inc.* (2002) 97 Cal.App.4th 1142, 1153 [119 Cal.Rptr.2d131], internal citations omitted.)

Mr. Avila enaged in a protected acitivty when he applied for the promotion to lieutenant. Mr. Avila was subjected to an adverse employment action when he was denied this promotion even though he was clearly the most qualified candidate. The casual link between Mr. Avila's protected activity and the adverse employment action he suffered is the fact that Chief Henshaw was engaged in a sexual relationship with Mr. Avila's wife, who is also an employee at the City of Irwindale Police Department. Mrs. Avila eventually ended her relationship with Chief Henshaw and reconciled with Mr. Avila which made Chief Henshaw angry and jealous. As a result of this jealousy, Chief Henshaw chose to deny Mr. Avila's promotion even though he was clealry the most qualified person for the position.

HOSTILE WORK ENVIROMENT

To establish a prima facie case of a hostile work environment, [the plaintiff]must show that (1) [plaintiff] is a member of a protected class; (2) [plaintiff] was subjected to unwelcome harassment; (3) the harassment was based on[plaintiff's] protected status; (4) the harassment unreasonably interfered with[plaintiff's] work performance by creating an intimidating, hostile, or offensivework environment; and (5) defendants are liable for the harassment." (*Ortiz v.Dameron Hospital Assn.* (2019) 37 Cal.App.5th 568, 581 [250 Cal.Rptr.3d 1].)

Here, Mr. Avila was subjected to a hostile work environment due to Chief Henshaw's behavior and relationship with his wife. Mr. Avila was a member of a protected class as someone who applied for a promotion. Mr. Avila was subjected to severe harassment at work due to the fact that his boss and direct supervisor, Chief Henshaw, was having a sexual relationship with his wife, who also was one of Chief Henshaw's subordinates. Mr. Avila went to work everyday and did his job without complaint while his boss was regularly having sexual intercourse with his wife. The fact that Mr. Avila had to try to complete his job duties while knowing his boss was trying to have sexual intercourse with his wife at the police department during work hours is severe harasssment. Mr. Avila was also subjected to disparaging comments Chief Henshaw made to Mrs. Avila about him regarding his weight and penis. Unsurprisingly, this began to unreasonably interfere with Mr. Avila's work because he knew Chief Henshaw tried everything he could to be alone with Mrs. Avila at work. Chief Henshaw created such a hostile work environment for Mr. Avila that he feared applying for new promotions because he felt Chief Henshaw was looking for any excuse to terminate him.

COMPARABLE JURY VERDICTS

$1.1 million jury veridct, harassment. Plaintiff's were employees at the Beverly Hills Police Department and they were harassed by the Chief of Police. The Chief of Police would make comments about the Plantiffs such as, "Ew, you mean she's a lesbian? Gross". The Chief of Police also told Plaintiffs that another employee was too old or too gray to be working. Similarly, Mr. Avila was subjected to similar demeaning and disparging comments from Former Chief Henshaw. Former Chief Henshaw would make comments to other people about Mr. Avila's weight, appearance, and penis.

$1.2 million jury verdict, retaliation. Plaintiff is a sergeant with the Los Angeles Police Deprtment and was subjected to retaliation because of a previous lawsuit that he filed against the City of Los Angeles. Plaintiff was denied promotions and even lateral moves in retaliation for filing this lawsuit. Similarly, Mr. Avila has been retaliated against because of a claim that his wife made against the City of Irwindale, Former Chief Henshaw, and Captain Fraijo. Mr. Avila has been denied promotions and forced to change his schedule in retalitation.

$8.1 million jury veridct, retaliation. Plaintiff was a deputy trainee at the Los Angeles County Sheriff's Department who reported illegal stops and arrests. Instead of investigating these claims, the Captain began retaliating against the Plaintiff. Similarly, Mr. Avila has been retaliated against because of a claim that his wife made against the City of Irwindale, Former Chief Henshaw, and Captain Fraijo. Mr. Avila has been denied promotions and forced to change his schedule in retalitation.

CONCLUSION

Mr. Avila is willing to accept $5,000,000 in exchange for a confidential release of all claims against Defendant. If you would like to discuss a resolution, please contact us within fourteen (14) days of the date of this letter. If we do not hear from you, we will assume that you are not interested in resolving this matter and will advise our client of his available legal remedies.

Thank you for your anticipated professional courtesy and cooperation. To further discuss the foregoing, please contact me at brian@adeptcounsel.co or at (310) 744-5227.

Sincerely,

Brian M. Heit, Esq.

Brian M. Heit, Esq.

BMH/BA/*SJM*

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1H

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Proposed Internal Office Clean-Up Day

City Manager's Recommendation:

That the City Council approve the annual closure of some City facilities on the second Monday of October (Indigenous Peoples' Day) for an internal clean-up day, and authorize the City Manager to implement said closure.

Administrative Action:

Prepared by/ Submitted by:

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

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In January 2015, the City Council approved an annual clean-up day allowing City offices to close to the public on the third Monday of February (Presidents' Day). This closure provided staff the opportunity to clean up workspaces and common areas; including reviewing files, organizing files, recycling documents, cleaning up city computers, shipping off old records to our storage facility, discarding broken furniture, and cleaning city vehicles.

Presidents' Day was selected, as it is a federal holiday and since most government office and school are closed, the impact to government services was deemed minimal. As of

2021, Presidents' Day is an observed holiday for all City employees, and is no longer available for the annual clean-up day.

Staff is proposing the City Council designate the second Monday in October (Indigenous Peoples' Day) as the annual clean-up day. This day of year is historically very slow, as most government offices and schools are closed, so impact to the public services will be minimal. It is proposed that all departments would close to the public with the exception of Police Department. The closure of the Recreation Department, Library, or the Senior Center will not affect the kid zone, homework help, or the senior nutritious lunch program offered by these departments, as these programs are not offered on federal holidays. If approved, the City Manager would implement the closure and notify all employees, residents, the public, and other stakeholders of the closure.

Fiscal Impact:

None

CC Item 1I

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Declaration of Surplus Equipment

City Manager's Recommendation:

Adopt Resolution No. 2023-14-3392, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DECLARING CERTAIN PROPERTY SURPLUS, FINDING THAT THE PROPERTY HAS NOMINAL OR NO-RESALE VALUE AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF IRWINDALE MUNICIPAL CODE SECTION 3.44.150, AND AUTHORIZING THE CITY MANAGER TO PROVIDE FOR THE IMMEDIATE DISPOSITION OF SAID PROPERTY." .

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Jeff Wagner, IT Manager
(626) 430-2258

Reviewed by:

Adrian Guerra, City Attorney — *Electronically Approved*

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The items on Exhibit A are for the most part antiquated, worn out, broken, or unsuitable for City use. The equipment described on this surplus list is merely occupying storage space and there are no items with potential marketable value. As such, the Purchasing Manager has reviewed the equipment listed on Exhibit A and is recommending disposal of the items through e-waste program, in lieu of the disposition of surplus supplies and requirements of as Irwindale Municipal Code Section 3.44.150.

IMC section 3.44.150 requires that items declared by the Purchasing Manager to be surplus be disposed of through a competitive bid process. The most efficient and cost effective method of securing competitive bids, given the value of the equipment is through a public auction service. Through this service, the City will receive the highest bid and the equipment will be sold in a single, efficient manner. After a reasonable effort to dispose of property through a competitive bid process, IMC section 3.44.150(C) next requires disposal of items for highest scrap value. Only after a reasonable effort to obtain scrap value may the items be destroyed or disposed of any other way.

However, the items on Exhibit A constitute e-waste, and e-waste equipment generally has nominal or no re-sale value. Additionally, the supplies and equipment on this list are no longer used or are obsolete for the city's use.

Therefore, staff recommends that the City Council adopt Resolution No. 2023-14-3392, declaring the items on Exhibit A as surplus and exempt from the requirements of IMC section 3.44.150 and authorizing the City Manager to immediately dispose of the items.

Fiscal Impact:

Equipment is of nominal or no value. The City does not anticipate receiving funds for the disposal of this equipment. There will be no surplus funds derived from this surplus and has no impact to the General Fund.

Attachments:

1. Resolution 2023-14-3392
2. Exhibit A – Surplus List

RESOLUTION NO. 2023-14-3392

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, DECLARING CERTAIN PROPERTY SURPLUS, FINDING THAT THE PROPERTY HAS NOMINAL OR NO-RESALE VALUE AND IS THEREFORE EXEMPT FROM THE REQUIREMENTS OF IRWINDALE MUNICIPAL CODE SECTION 3.44.150, AND AUTHORIZING THE CITY MANAGER TO PROVIDE FOR THE IMMEDIATE DISPOSITION OF SAID PROPERTY

WHEREAS, the City of Irwindale ("City") is the owner of such specific property, outlined in **Exhibit A**, which are no longer in use and have been replaced with modern practices and pieces; and

WHEREAS, Irwindale Municipal Code section 3.44.150 requires a report showing all supplies and equipment which are no longer used or which have become obsolete or worn out, and requires that items declared as surplus be disposed of through a competitive bid process; and

WHEREAS, the City Council desires to declare that said items as outlined in Exhibit A are surplus, no longer useable or have outlived their useable life span; and

WHEREAS, Irwindale Municipal Code section 3.44.150 requires that items declared to be surplus be disposed of through a competitive bid process. After a reasonable effort to dispose of property through a competitive bid process, section 3.44.150(C) next requires disposal of items for highest scrap value. Only after a reasonable effort to obtain scrap value may the items be destroyed or disposed of any other way; and

WHEREAS, the items listed and reported in **Exhibit A** constitute e-waste. E-waste generally has nominal or no re-sale value, and there are no items listed with potential marketable value; and

WHEREAS, due to the nominal or no re-sale value of the items, the City Council further desires to declare the items in Exhibit A exempt from the requirements of section 3.44.150 of the Irwindale Municipal Code, and authorize the City Manager to immediately dispose of the items.

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

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

SECTION 2. The City Council of the City of Irwindale hereby declares the property listed and reported in **Exhibit** "**A**" as surplus. The City Council of the City of Irwindale

finds that the items have nominal or no re-sale value and are therefore declared exempt from the requirements of Irwindale Municipal Code section 3.44.150.

SECTION 3. The City Council of the City of Irwindale hereby authorizes the City Manager to immediately dispose of the items listed and reported in **Exhibit "A"**.

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

PASSED, APPROVED AND ADOPTED this 8th day of February 2023.

_____
H. Manuel Ortiz, Mayor

ATTEST:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-14-3392 adopted by the City Council of the City of Irwindale, at a regular meeting held on the 8th day of February, 2023 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Chief Deputy City Clerk

EXHIBIT A
Surplus List

MAKE	MODEL	SERIAL	ASSET TAG	DESCRIPTION	QUANTITY
brother	FAX-2840	U63274L2J304944	N/A	Fax machine	1
N/A	N/A	N/A	N/A	Box of electronics (Keyboards, mice, cables, etc)	1
Dell	N/A	N/A	N/A	Dell Toner Cartridge (Unopened box)	1
HP	N/A	N/A	N/A	HP Laserjet 414x Cyan (Unopened box)	1
brother	N/A	N/A	N/A	Toner Cartridge (Unopened box)	1
Fortinet	FAP-223B-A	FP223B3X14000366	N/A	Wireless Access Point	1
Fortinet	FAP-223B-A	FP223B3X14000376	N/A	Wireless Access Point	1
N/A	N/A	N/A	N/A	Speaker/ Subwoofer (set of 3)	1
Acer	N20Q4	NXAA5AA00411719DC0760(	0192	Acer Chromebook	1
Various Makes	N/A	N/A	N/A	Assorted Card Slots	11
CW Digital Watchdog	N/A	N/A	N/A	Camera, broken	1
Apple	A1475	DMPNXINJF4YF	0003	iPad	1
Apple	A1474	DMPPCANPFK11	0002	iPad with keyboard case	1
Apple	A1474	DMPPCMR7FK11	0001	iPad with keyboard case	1
Apple	A1458	DMPN3B2XF182	0043	iPad with keyboard case	1
APC by Schneider Electric	RBC48	7A2042L51786	N/A	Lead-acid batteries	2
APC	911-0041A	7A1321L03490	N/A	Lead-acid batteries	4
DW(Digital Watchdogs)	VMAX16	VM160210330217	N/A	Digital Video Recorder	1
HP	HP Z220 SFF Workstation	2UA3161YG5	N/A	HP Tower	1
HP	HP Elitedesk 800 G1 SFF	2UA4111WXJ	N/A	HP Tower	1
HP	HP Elitedesk 800 G1 SFF	2UA4111XWP	N/A	HP Tower	1
HP	HP Elitedesk 800 G1 SFF	2UA4111XWR	N/A	HP Tower	1
HP	HP Z240 SFF Workstation	2UA6243M8L	0137	HP Tower	1
HP	HP Elitedesk 800 G1 TWR	2UA4111XX6	N/A	HP Tower	1
HP	HP Z240 SFF Workstation	2UA6243M83	0136	HP Tower	1
HP	HP Z420 Workstation	2UA4111YBS	0152	HP Tower	1
HP	HP Compaq 8200 Elite Small Form Factor	2UA1520TJB	0161	HP Tower	1
HP	HP Elitedesk 800 G1 TWR	2UA4111XXB	N/A	HP Tower	1
HP	HP Z220 SFF Workstation	2UA3161YG6	N/A	HP Tower	1
HP	HP Z400 Workstation	2UA020216B	N/A	HP Tower	1
HP	HP Compaq LA2006X Monitor	3CQ1200DMG	N/A	20" HP LCD Color Monitor	1
Acer	T231H	14100905643	N/A	Acer Monitor	1
Acer	T231H	14100905843	N/A	Acer Monitor	1
Monroe	2020PlusX	LF010538	N/A	Electronic Printing Calculator	1
Monroe	Classic	PN010422	N/A	Electronic Printing Calculator	1
Epson	H449A	R9QF230403L	N/A	LCD Projector	1
Office Depot	EB36301	N/A	N/A	Tower Fan	3
N/A	N/A	N/A	N/A	Pink Wall Mount Rack	1
N/A	Data Transfer Switch	N/A	N/A	Data Transfer Switch	1
La Crosse Technology	513-1211	N/A	N/A	Digital Clock/ Date Display	1
Emerson	LC391EM3	DS1A1219208596	N/A	39" LCD TV	1
HP	HP Compaq LE2202x Monitor	3CQ2490WF1	N/A	21.5" LCD Color Monitor	1
HP	HP ProDisplay P221 Monitor	3CQ4382DTD	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2RN	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2RJ	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT13250XY	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2QR	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LA2006x Monitor	3CQ1200DQR	N/A	20" LCD Color Monitor	1
HP	HP Compaq LA2006X Monitor	3CQ1150VKR	N/A	20" LCD Color Monitor	1
HP	HP Compaq LA2006X Monitor	3CQ1150VTN	N/A	20" LCD Color Monitor	1
HP	HP Compaq LA2006X Monitor	3CQ1200DHV	N/A	20" LCD Color Monitor	1
HP	HP Compaq LA2006X Monitor	3CQ1200DK3	N/A	20" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2RL	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LA2006X Monitor	3CQ1200DQJ	N/A	20" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2QW	N/A	21.5" LCD Color Monitor w/ monitor stand	1
HP	HP ProDisplay P221 Monitor	3CQ4210MMW	N/A	21.5" LCD Color Monitor	1
HP	HP ProDisplay P221 Monitor	3CQ4210MNF	N/A	21.5" LCD Color Monitor	1
HP	HP LA2405wg Monitor	CN41450LQF	N/A	24" LCD Color Monitor w/ monitor stand	1
HP	HP Compaq LE2202x Monitor	CNT13250XW	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2QM	N/A	21.5" LCD Color Monitor	1
HP	HP Compaq LE2202x Monitor	CNT13250Y9	N/A	21.5" LCD Monitor	1
HP	HP Compaq LE2202x Monitor	CNT13250XZ	N/A	21.5" LCD Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2QQ	N/A	21.5" LCD Monitor	1
HP	HP Compaq LE2202x Monitor	CNT137M2QY	N/A	21.5" LCD Monitor	1
HP	E243i Stand	N/A	N/A	HP Monitor Stand for E243i	4
HP	E24i/ E24q/ E24t G4 Stand	N/A	N/A	HP Monitor Stand for E24i/ E24q/ E24t G4	8
HP	E243i-V2 Stand	N/A	N/A	HP Monitor Stand for E243i-V2	1
HP	E24d G4 Stand	N/A	N/A	HP Monitor Stand for E24d G4	2
TouchIT Technology	N/A	N/A	N/A	White-Board on rolling cart	1
HP	HP LaserJet P4515tn	CNDYC50516	N/A	HP Printer	1
HP	HP LasetJet P4014n	CNDX252701	N/A	HP Printer	1
Fortinet	FortGate 200D	FG200D4614810147	00000914	Fortinet FireWall	1
Barracuda	BSF300a	BAR-SF-1347017	N/A	Barracuda Back-up Server	1
HP	N/A	N/A	N/A	HP Bottom Paper Tray	1
InFocus	HW-HTSCNREEN76	N/A	N/A	Wall Mounted Pull-Down Screen	1
N/A	N/A	N/A	N/A	Black Wall Mounted Pull-Down Screen	1

CC, SA & HA
Item 2A

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

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

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

Issue: Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2022.

City Manager/Executive Director's Recommendation:

Receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year Ended June 30, 2022.

Administrative Action:

Submitted by:

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

Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel — *Electronically Approved*

Kambiz Borhani Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager/Executive Director

Background and Analysis:

The City's Finance Department Staff is required to present to the City Council the City of Irwindale's annual financial statements and results of the financial audit for the fiscal year ended June 30, 2022. The statements are referred to collectively as an Annual Comprehensive Financial Report (ACFR). The format and content requirements for ACFRs are set forth in guidelines developed by the Government Finance Officers Association of the United States and Canada (GFOA) and the California Society of Municipal Finance Officers (CSMFO).

The ACFR is comprised of three (3) major sections as follows:

- The Introductory Section includes:
  - The Letter of Transmittal
  - A List Principal City Officials at fiscal year-end
  - An Organization Chart at fiscal year-end
  - A copy of the GFOA Award received for Excellence in Financial Reporting for the prior year's ACFR.

- The Financial Section includes:
  - The Independent Auditors' Report
  - Management's Discussion and Analysis Report (MD&A)
  - Financial Statements
  - Notes to the Financial Statements
  - Required Supplementary Information

- The Statistical Section includes:
  - Financial Trend information
  - Revenue Trend Information
  - Debt Capacity
  - Demographic and Operating Information

The financial statements were audited by the independent public accounting firm of Lance, Soll & Lunghard, LLP, Certified Public Accountants, whose unmodified opinion is included within the financial section of the report. An unmodified opinion indicates that the financial statements present fairly the financial position of the City of Irwindale as of June 30, 2022, and the results of operations are in accordance with generally accepted accounting principles (GAAP).

The audited financial statements are for the City of Irwindale, which is the primary government, and for the component entities of the Irwindale Housing Authority, Irwindale Reclamation Authority, and the City of Irwindale as Successor Agency of the former Irwindale Community Redevelopment Agency.

As part of the audit, the auditors also reviewed and performed tests of the City's internal control procedures to determine if there are any deficiencies or instances of non-compliance. The results of these tests confirmed the City of Irwindale is in compliance with

government auditing standards and no deficiencies were identified in the City's internal control structure.

Supplemental Audit Letters attached as part of the ACFR packet provide more detailed information regarding these results, and they include the following three supplemental Audit Letters:

- The Audit Communication Letter
- The Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- The Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets

The City of Irwindale ACFR for the fiscal year ended June 30, 2022, is available for review in the City Clerk's Office, the Irwindale Library, or the Finance Department. In addition, the ACFR is distributed to all City Council Members, various federal and state government agencies, rating agencies and financial institutions, and is also made available on the City of Irwindale website for interested citizens.

Fiscal Impact:

The Annual Comprehensive Financial Report summarizes the financial position of the City of Irwindale, and its component units, as of June 30, 2022. There is no fiscal impact to approve the financial statements.

Attachments:

A. Annual Comprehensive Financial Report for the fiscal year ended June 30, 2022
B. Audit Communication Letter
C. Independent Auditors' Report on Internal Control over Financial Reporting
D. Independent Accountants' Report on the Appropriations Limit

















City Of *IRWINDALE* California

Annual Comprehensive Financial Report

For the fiscal year ended June 30, 2022

City of IRWINDALE

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2022

CITY OF IRWINDALE

CALIFORNIA

H. Manuel Ortiz, Mayor
Albert F. Ambriz, Mayor Pro Tem
Mark A. Breceda, Councilmember
Manuel R. Garcia, Councilmember
Larry G. Burrola, Councilmember

(At Date of Issuance)

Julian A. Miranda, City Manager

PREPARED BY THE CITY OF IRWINDALE FINANCE DEPARTMENT
Kambiz Borhani, CPA, CGMA, Finance Director / City Treasurer

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CITY OF IRWINDALE, CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

JUNE 30, 2022

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January 19, 2023

Honorable Mayor, Members of the Council,
& Citizens of the City of Irwindale

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) for the City of Irwindale (City) for the fiscal year ended June 30, 2022. The City annually issues a report on its financial position and activity, audited by an independent firm of certified public accountants. The City's Finance Department prepared this report in accordance with generally accepted accounting principles (GAAP), as set forth by the Governmental Accounting Standards Board (GASB) and other sources. This ACFR conforms to GASB Statement 34 financial reporting standards, providing the reader a dual-perspective financial report and GASB 54 that requires fund balance reporting and governmental fund type definitions. The ACFR also complies with GASB 68, 75 and 87, which requires additional detailed financial information on the City's pension, other post-employment benefits, and leases. The report contains a citywide view of all governmental activities, as well as a focus on the financial position and operating results of the City's major funds.

Responsibility for the accuracy of the data, and the completeness and fairness of the presentations and disclosures rests with the City. To provide a reasonable basis for making these representations, management has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse, and to compile sufficient reliable information for the presentation of the City's financial statements in conformity with accounting principles generally accepted in the United States of America. Because the cost of internal controls should not outweigh their benefits, internal controls have been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operations of the various funds of the City. Also, all disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

Lance Soll & Lunghard, LLP, Certified Public Accountants, have issued an unmodified opinion on the City of Irwindale's financial statement for the year ended June 30, 2022. The independent auditor's report is located at the front of the financial section of this report.

GAAP requires that management provide a narrative introduction overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

PROFILE OF THE GOVERNMENT

The City of Irwindale was incorporated in 1957 and is located in the center of the San Gabriel Valley which is just 20 miles east from downtown Los Angeles. The City is located at the confluence of the 605 and 210 freeways, providing an enviable location which attracts many large, well known and successful businesses. The City of Irwindale currently occupies a land area of about 9.5 square miles, and serves a population of about 30,000 during the business day and approximately 1,490 that reside in the City.



The City of Irwindale is a full service, charter city. A charter city allows voters to determine how their city government is organized and, with respect to municipal affairs, enact legislation different than that adopted by the state. The City endeavors to create a livable community with a high quality of life through land-use policies that balance the need for housing, jobs, open space and essential services. The city is a legally separate and fiscally independent agency. It can issue debt, set and modify budgets, charge fees, and sue and be sued.

The City of Irwindale operates under the Council-Manager form of government with a five-member council, elected at large by the city residents. The City Council acts as the legislative body of the City. City Council members appoint the City Manager and City Attorney. City Council members serve four-year terms with elections staggered every two years. The Mayor and Mayor Pro-Tem are chosen by the Council to serve as the presiding officers. Traditionally, these positions serve a one-year term. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of City government, and working with the directors and managers of City departments.

The City provides a full range of services, including police protection; construction and maintenance of highways, streets and other infrastructure; community development; community services (such as recreation, senior center, aquatics, and library programs); parks; general and administrative services. The City is financially accountable for the successor agency to the former redevelopment agency, a housing authority, a reclamation authority, and a joint powers authority (which had no activity to report in FY 2021-2022,) all of which are reported separately with the City's financial statements. Additional information regarding these legally separate entities can be found in the notes to the financial statements.

The Council is required to adopt a final budget by no later than the close of the fiscal year. The annual budget serves as the foundation for the City of Irwindale's financial planning and established control. The budget is prepared by fund, department, and division, and all funds of the City are appropriated annually. Department heads may transfer resources within a department as needed and available, and the City Manager has authority to transfer resources within an individual fund. Supplemental appropriations and transfers between funds require approval from the governing body.

REPORTING ENTITY

The California Supreme Court upheld Assembly Bill 1X 26 that provided for the dissolution of all redevelopment agencies in the State of California as of February 1, 2012. This action impacted the reporting entity of the City of Irwindale that previously reported a redevelopment agency within the reporting entity of the City as a blended component unit. On January 11, 2012, the City Council elected the City to become the Successor Agency to the former Irwindale Community Redevelopment Agency in accordance with Assembly Bill 1X 26. Additional information on the dissolution is included in Note 12 of the Notes to the Financial Statements.

This report combines the financial statements of the City of Irwindale, the Successor Agency to the Irwindale Community Redevelopment Agency, the Irwindale Housing Authority, the Irwindale Reclamation Authority, and the Irwindale Joint Powers Authority to constitute a single reporting entity. This combined presentation better represents the financial activities of the City of Irwindale.

ECONOMIC CONDITION AND OUTLOOK

In March 2020, an emergency was declared at local, state and national levels due to Coronavirus Pandemic. This pervasive crisis caused severe impacts to the economy and while it continues to expand, its recovery has been accompanied by all sorts of issues such as supply chain shortages, higher inflation, higher interest rates, poor stock market performance, and unemployment at the all levels. The volatility in financial markets will have negative impacts on City's pension and other post-employment benefit liability balances which translates to higher contributions and budgetary considerations to be made.

Fiscal Year 2022-2023 began in a period of significant economic uncertainty both in US and abroad. Domestically, the Federal Reserve's policy has tightened financial conditions, lowered growth, and started moderating the labor market. The key question is whether monetary policy will be successful in slowing economic activity without causing a recession. Global economic conditions are also deteriorating, driven by the impact of the war in Ukraine on energy markets in Europe and by the strengthening of the US dollar.

Economic development projects in the City that have recently been completed, or are currently in progress, have contributed to the City's revenue base by bringing in significant additional building related revenue. The City is fortunate that building and construction activities were not restricted during the pandemic, and therefore the revenue losses caused by the pandemic were offset by the significant building related revenue the City has received.

The duration and continued severity of the fiscal impact of the pandemic are yet unknown, and therefore the future outlook of the economy cannot be easily predicted. It is anticipated that, with the vaccines finally being distributed, the pandemic will start to slow down and the economy can recover within the next couple of years.

In 2011, the City adopted a fund balance policy in compliance with Governmental Accounting Standards Board Statement No. 54. This fund balance policy includes a requirement of a minimum of $5 million assigned for economic contingencies. The assigned and unassigned fund balances in the General Fund total approximately $47 million, which equates to approximately 198% of the General Fund operating expenditure budget adopted for the following fiscal year. These reserves are assigned, or set aside, for several purposes, including pension and post-retirement benefits, compensated absences, continuing appropriations, capital and facility improvements, and economic contingencies.

LONG-TERM FINANCIAL PLANNING

The City has consistently maintained strong financial reserves, and therefore the City remains cautiously optimistic as it faces the challenges of the downturn in the economy caused by the pandemic.

However, as part of the City's long term financial planning, it is still actively looking to generate more General Fund revenue to offset future expenditure increases. Some of the initiatives include completing a study for adoption a Linkage Fee on future development projects to generate revenue earmarked specifically for Housing Authority activities. Actions already adopted include implementation of a Development Impact Fee Program and a new .75% local Transactions and Use Tax. This tax measure was approved on November 5, 2019, and became effective on April 1, 2020. The first revenues from this new measure were received in FY 2019-2020. This additional local tax is projected to generate approximately $2.7 million (FY 2022-2023) annually in additional General Fund revenue.

On the expenditure side, the City has also adopted significant policies to control future increases where possible. In addition to restructuring its risk management and liability program, the City has also taken strong measure to address its increasing pension liabilities.

The City is also continuing its concerted efforts in economic development. The City's Economic Strategic Plan was updated and it outlined the City's best course of long-term economic strategies to create a sustainable stream of new revenues, while maximizing and leveraging development opportunities. The City is also in the process of evaluating its first sales tax sharing agreement as part of its economic development strategies.

Some of the priority near-term and long-term development opportunities include:

- A Materials Recovery Facility/Transfer Station on a 17-acre site
- Industrial development: Vincent Avenue property (Formally known as Manning Pit);
- Industrial/commercial development: The Park @ Live Oak Project. (Formally known as United Rock Pit #1)
- Retail/commercial/industrial development of the Vulcan Reliance II Pit
- Retail/commercial/industrial development of the North Kincaid Pit
- Industrial/commercial development: Speedway Drive

CAPITAL IMPROVEMENT PROGRAM (CIP)

The City of Irwindale continues to complete capital and infrastructure projects to improve services to residents and visitors to Irwindale. Funding for CIP is often from sources other than the General Fund. Project funding sources typically include the Mining Impact Fund, State Gas Tax, Proposition C, Measure R, TDA Article 3, Measure M, Measure W, Community Development Block Grants, Federal/State Grants, and Development Impact Fees.

During FY 2021-22, the City of Irwindale spent approximately $1.6 million in infrastructure and capital improvements. The project completed include the Resurfacing Project. The City is also anticipating $6,635,594 in grant funding for the design and construction of a new city library. Additionally, another $9.7 million ($5.4 (FY 2023 budget) + $4.3 (library)) in new capital project appropriations have been approved that are currently underway or in the design phase.

AWARDS AND ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Irwindale for its Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2021. This was the twelfth consecutive year the City has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe the current ACFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

The City's ACFR was prepared through the combined efforts of City staff, under the leadership of the City Council. We would like to extend our appreciation to the Mayor and City Council for their continued support in maintaining the highest standards of professionalism in the management of the City's finances. Special recognition is extended to the Finance Department Staff for their hard work and dedication throughout the year.

Respectfully submitted,

K. Borhani

Kambiz Borhani, CPA, CGMA
Finance Director / City Treasurer

Julian A. Miranda
City Manager

CITY OF IRWINDALE

LIST OF PRINCIPAL OFFICIALS

JUNE 30, 2022

ELECTED OFFICIALS

Mayor . . . . . H. Manuel Ortiz
Mayor Pro Tem . . . . . Albert F. Ambriz
Councilmember . . . . . Mark A. Breceda
Councilmember . . . . . Larry G. Burrola
Councilmember . . . . . Manuel R. Garcia

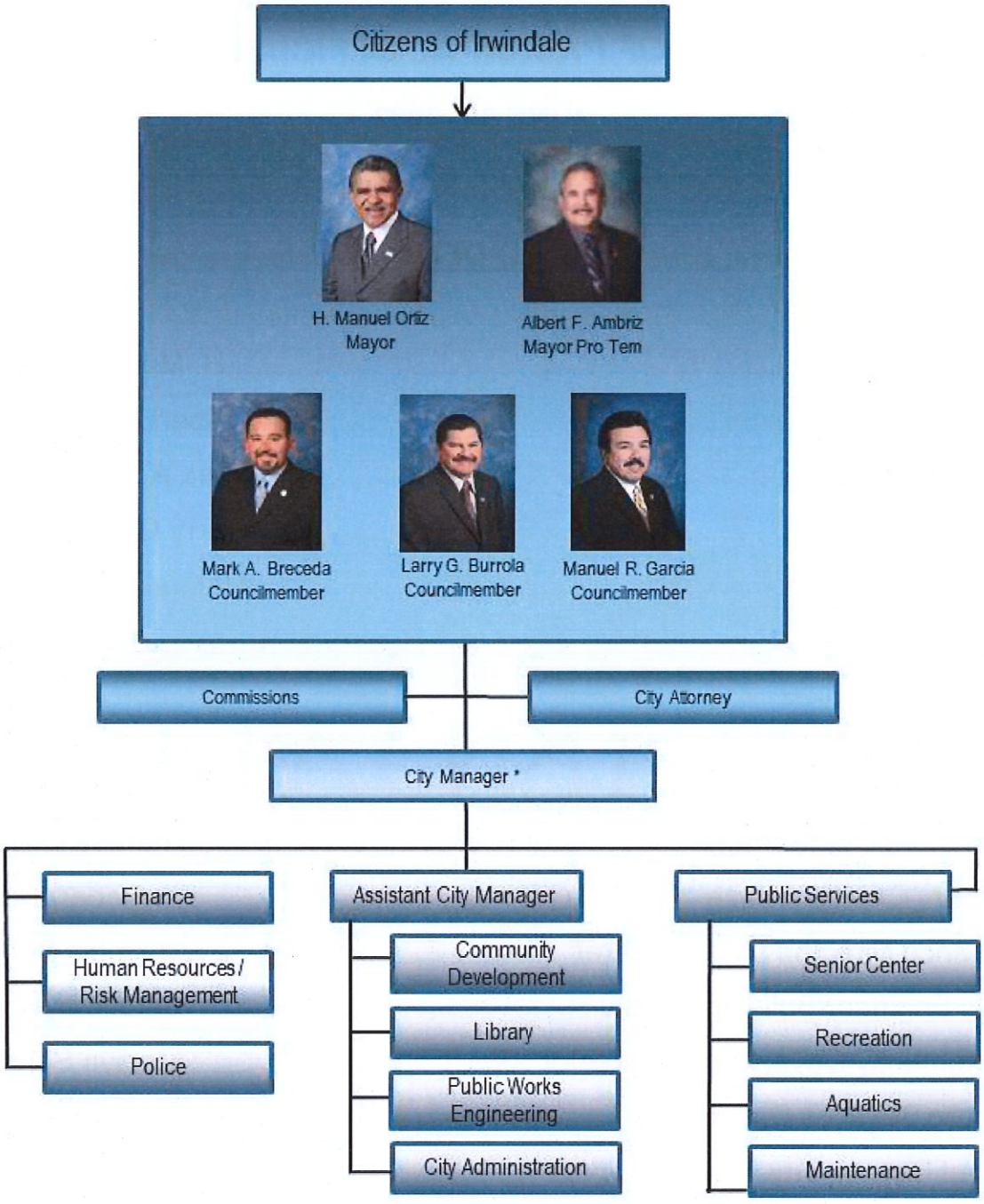
EXECUTIVE MANAGEMENT

City Manager . . . . . Julian A. Miranda
Assistant City Manager . . . . . Theresa Olivares
Interim Chief of Police . . . . . Robert Castro
Finance Director/City Treasurer . . . . . Kambiz Borhani
City Engineer/Building Official . . . . . Arsanious Hanna
Community Development Director . . . . . Marilyn Simpson
Public Services Director . . . . . Elizabeth Rodriguez
Chief Deputy City Clerk . . . . . Laura Nieto

CITY ATTORNEY

Adrian R. Guerra, Aleshire & Wynder, LLP

CITY OF IRWINDALE
ORGANIZATION CHART
June 30, 2022



* Serves as City Clerk, Personnel Director and Executive Director to the Successor Agency, Housing Authority, Reclamation Authority, Joint Powers Authority, and Industrial Development Authority.

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Irwindale
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2021

Christopher P. Morrill

Executive Director/CEO

LSL

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Irwindale, California, (the City) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Change in Accounting Principle

As described in Note 4 to the financial statements, in the fiscal year ended June 30, 2022, the City adopted new accounting guidance, GASB Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Responsibilities

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules for the General Fund and special revenue funds, and required pension and other post-employment benefits schedules, as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our

audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules (supplementary information) are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and statistical section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 19, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Lance, Soll & Lunghard, LLP

Brea, California
January 19, 2023

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CITY OF IRWINDALE
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2022

As management of the City of Irwindale, California (City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City (the "Primary Government") for the fiscal year ended June 30, 2022. It is encouraged that the readers consider the information presented here in conjunction with the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of fiscal year (FY) 2021/22 by $170,530,331 (Net Position). This amount is reflective of the entire City which includes all funds. Of this amount, $80,176,309 is not restricted by external law or administrative action for a specified purpose. The City Council's approval is required before these funds may be used to meet the City's ongoing obligations to citizens and creditors. GASB defines "Net Position" as assets and deferred outflows of resources less liabilities and deferred inflows of resources. GASB requires the City to record infrastructure assets (streets, parks, buildings, etc.) less accumulated depreciation as a restricted fund balance titled, "Invested in Capital Assets" ($58,531,808). Restrictions for Special Revenue Funds ($31,822,214), this reduces the Total Net Position to the Unrestricted Net Position ($80,176,309).

- Cash and Investments are $91,866,863 while Total Liabilities are $38,686,719; therefore the City has Cash in excess of Total Liabilities of $53.2 million. In other words, Cash is approximately two and half times the amount of Total Liabilities.

- The City has zero bonded indebtedness and no bank loans.

- The City's Total Net Position increased by $22,918,066 during the fiscal year.

- As of June 30, 2022, the City's governmental funds (General Fund, Special Revenue Funds and Capital Projects Funds) reported combined ending fund balances of $93,106,774, an increase of $2,545,198 from the prior year.

- At June 30, 2022, fund balances for the General Fund were $46,896,340 ($6,181,495 is in nonspendable form, $5,000,000 is assigned for an economic contingency reserve, and $35,714,845 assigned for other specific purposes.)

OVERVIEW OF THE BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components:

1) Government-wide financial statements

2) Fund financial statements

3) Notes to basic financial statements

Other required supplementary information is included in addition to the basic financial statements.

Government-Wide Financial Statements. These statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *governmental activities* of the City include general government, public safety, public works, parks and recreation, capital outlay, and debt service. The City does not have any *business-type activities.*

The *statement of net position* presents financial information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenditures are reported for some items that will only result in cash flows in future fiscal periods (i.e., uncollected taxes and earned but unused leave).

The government-wide financial statements include not only the City as the primary government, but also a legally separate Irwindale (Public Financing, Housing, Reclamation, Industrial Development, and Joint Powers) Authorities, and Irwindale Community Foundation (a nonprofit entity) of the City. Although legally separate from the City, these component units are blended with the primary government because of their governance or financial relationships to the City.

GASB 68 reporting for pension was implemented eight years ago and the figures are recorded on the government-wide statements. The City has a net pension asset with CalPERS for $9,399,348, and a net pension liability of $3,753,520 with PARS; reflecting an overall net pension asset of $5,645,828.

GASB 75 reporting for other post-employment benefits (OPEB) was implemented in FY 2017/18. The City has an OPEB liability of $13,099,730.

The Redevelopment Agency of the City of Irwindale (Agency) was dissolved on February 1, 2012 as legislated in Assembly Bill x1 26. Its Successor Agency is shown as a Private Purpose Trust Fund.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and fiduciary funds.

Governmental Funds. *Governmental Funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental* activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances, provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains a variety of individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Housing Authority, Mining Impact Fund, and Capital Projects. All of which are considered to be major funds. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements in the other governmental funds section of this report.

The City adopts an annual budget for all its funds. A budgetary comparison statement is provided for all funds with an annually adopted budget to demonstrate compliance with their respective budgets.

Fiduciary Funds. Fiduciary funds, which consist solely of trust and agency funds, are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reported in the government-wide financial statements because the resources of those funds *are* not available to support the City's own programs. Fiduciary funds are custodial in nature and, therefore, the accounting used does not involve the measurement of the results of operations. The basic fiduciary fund financial statement can be found on pages 27-28 of this report. The assets, liabilities, fund equity and operations of the dissolved Agency were transferred to the "Successor Agency Private Purpose Trust Fund".

Notes to the Basic Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 29-66 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position over time, may serve as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities by $171 million at the close of the most recent fiscal year.

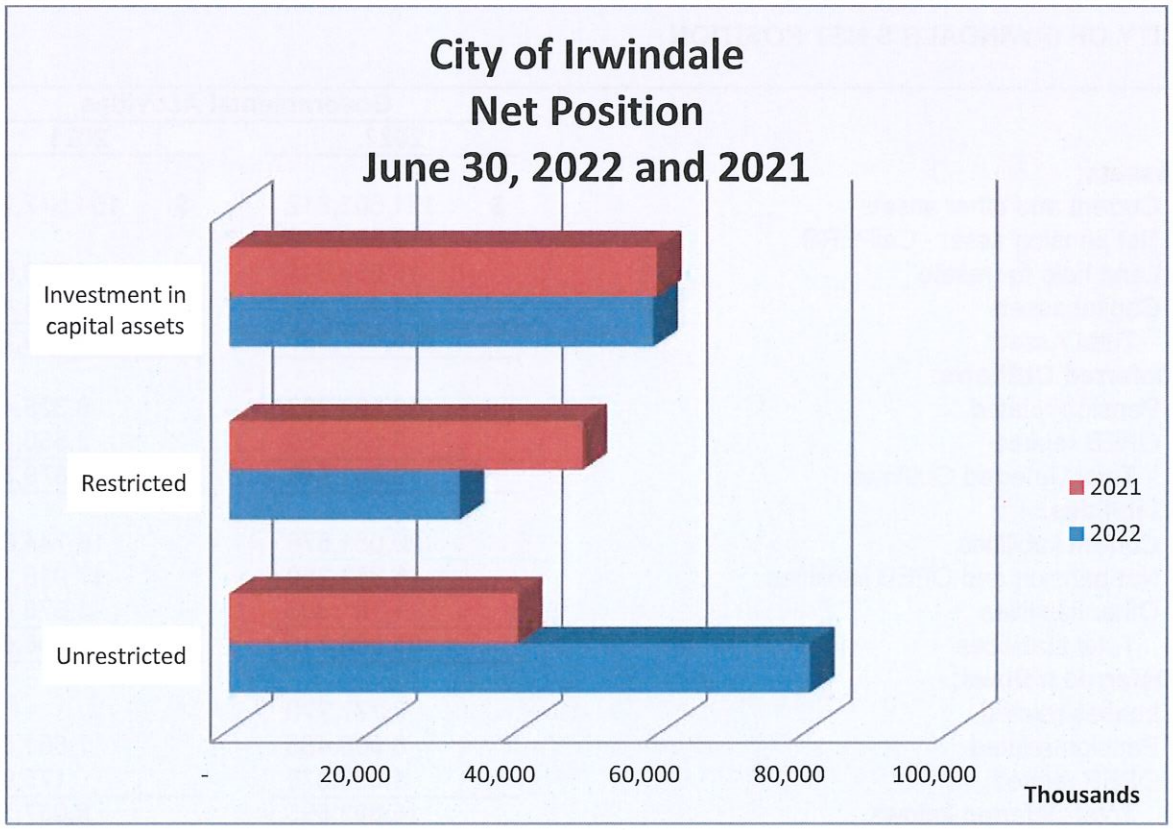
CITY OF IRWINDALE'S NET POSITION

	Governmental Activities	
	2022	2021
Assets:		
Current and other assets	$ 121,602,812	$ 104,517,218
Net pension asset - CalPERS	9,399,348	-
Land held for resale	15,568,641	15,568,641
Capital assets	58,497,198	59,023,400
Total Assets	**205,067,999**	**179,109,259**
Deferred Outflows:		
Pension related	16,406,287	9,328,489
OPEB related	3,435,359	2,550,889
Total Deferred Outflows	**19,841,646**	**11,879,378**
Liabilities:		
Current liabilities	20,051,576	15,744,667
Net pension and OPEB liabilities	16,853,250	17,918,131
Other liabilities	1,781,893	1,675,834
Total Liabilities	**38,686,719**	**35,338,632**
Deferred Inflows:		
Leases related	7,777,770	-
Pension related	6,906,455	7,861,840
OPEB related	1,008,370	175,900
Total Deferred Inflows	**15,692,595**	**8,037,740**
Net Position:		
Investment in capital assets	58,531,808	59,023,400
Restricted	31,822,214	48,761,203
Unrestricted	80,176,309	39,827,662
Total Net Position	**$ 170,530,331**	**$ 147,612,265**

By far, the largest portion of the City's net position (34.3%) reflects its investment in capital assets, (i.e., land, buildings, machinery, equipment, vehicles and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to prepay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (18.7%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of $80,176,309 is unrestricted and may be used to meet the government's ongoing obligations to its citizens and creditors, subject to applicable federal and state laws and regulations.

At the end of the current fiscal year, the City is able to report in all reported categories of net position, both for the City as a whole, as well as for its separate governmental activities. The same situation held true for the prior fiscal year.



However, the City's overall net position increased $9,030,083 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities.

Governmental Activities. During the current fiscal year, net position for governmental activities increased by $22,918,066 bringing the ending net position balance to $170,530,331. Key elements of this overage are a combination of factors highlighted below.

Revenue Highlights

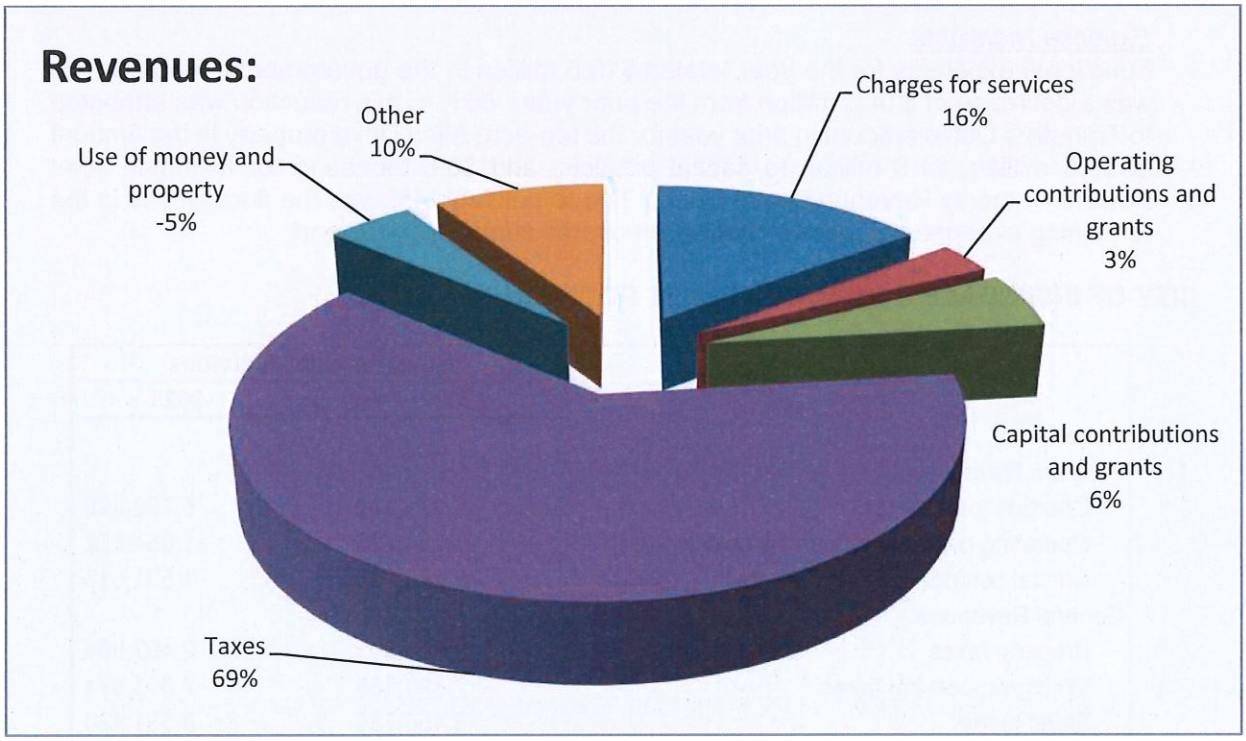
Total revenues of governmental activities were $38.6 million. The largest component of total revenue is taxes at $26.7 million, making up 69.3% of total revenues. This is consistent with the nature and purpose of governmental funds, particularly in the General Fund, were programs are largely supported by general taxes. Other general revenues also increased by $0.8 million mainly due to an increase in plan check fees collected and Materials Recovery Facility's (MRF) contractual fee received from Athens.

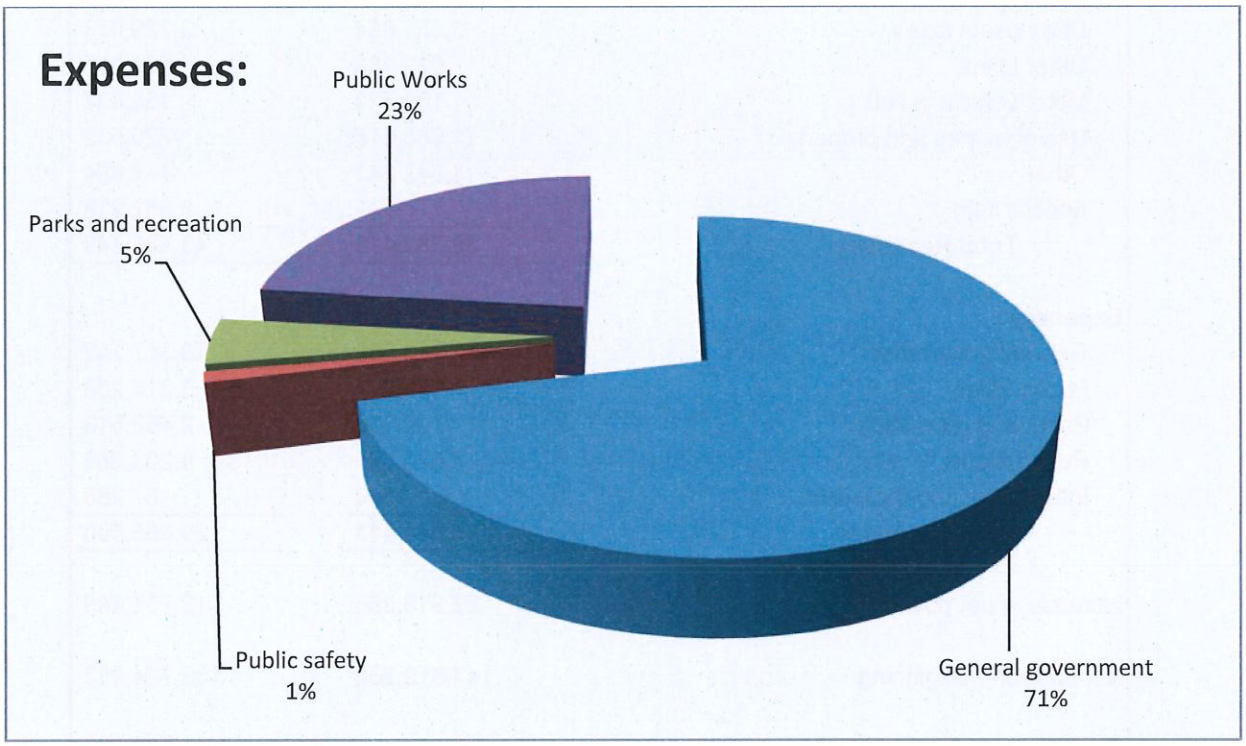
Expense Highlights

Functional expenses for the year totaled $15.6 million in the governmental funds, which was a decrease of $14.2 million from the prior year. 86% of this reduction was attributed to Transfers Out in amount in prior year for the ten-acre Allen Drive property in the amount of $9.5 million, $1.8 million to capital projects; and $0.6 thousand for Irwindale Joint Powers Authority Revenue Lease Bond. The remaining 14% was the fluctuations in the remaining expense categories causing an overall surplus at year-end.

CITY OF IRWINDALE'S CHANGES IN NET POSITION

	Governmental Activities	
	2022	2021
Revenues:		
Program Revenues:		
Charges for services	$ 6,331,222	$ 5,728,898
Operating contributions and grants	1,284,220	1,054,852
Capital contributions and grants	2,248,038	1,581,613
General Revenues:		
Property taxes	2,937,893	2,492,984
Mining/processing taxes	7,896,155	7,303,874
Sales taxes	8,456,734	8,501,430
Franchise taxes	1,459,690	1,386,036
Business license taxes	1,669,546	1,419,423
Utility users taxes	3,531,654	3,229,073
Other taxes	632,183	573,085
Motor vehicle in lieu	158,521	159,937
Use of money and property	(1,985,618)	729,032
Other	3,942,241	474,094
Special item	-	8,952,218
Total Revenues	**38,562,479**	**43,586,549**
Expenses:		
General government	11,146,039	10,317,742
Public safety	170,074	8,814,208
Parks and recreation	706,365	2,462,513
Public Works	3,621,595	8,203,369
Interest on long-term debt	340	57,268
Total Expenses	**15,644,413**	**29,855,100**
Increase in net position	22,918,066	13,731,449
Net position - Beginning	147,612,265	133,724,282
Restatement of net position	-	156,534
Net position - Ending	**$ 170,530,331**	**$ 147,612,265**


Revenues:
Charges for services
16%
Other
10%
Use of money and property
-5%
Operating contributions and grants
3%
Capital contributions and grants
6%
Taxes
69%

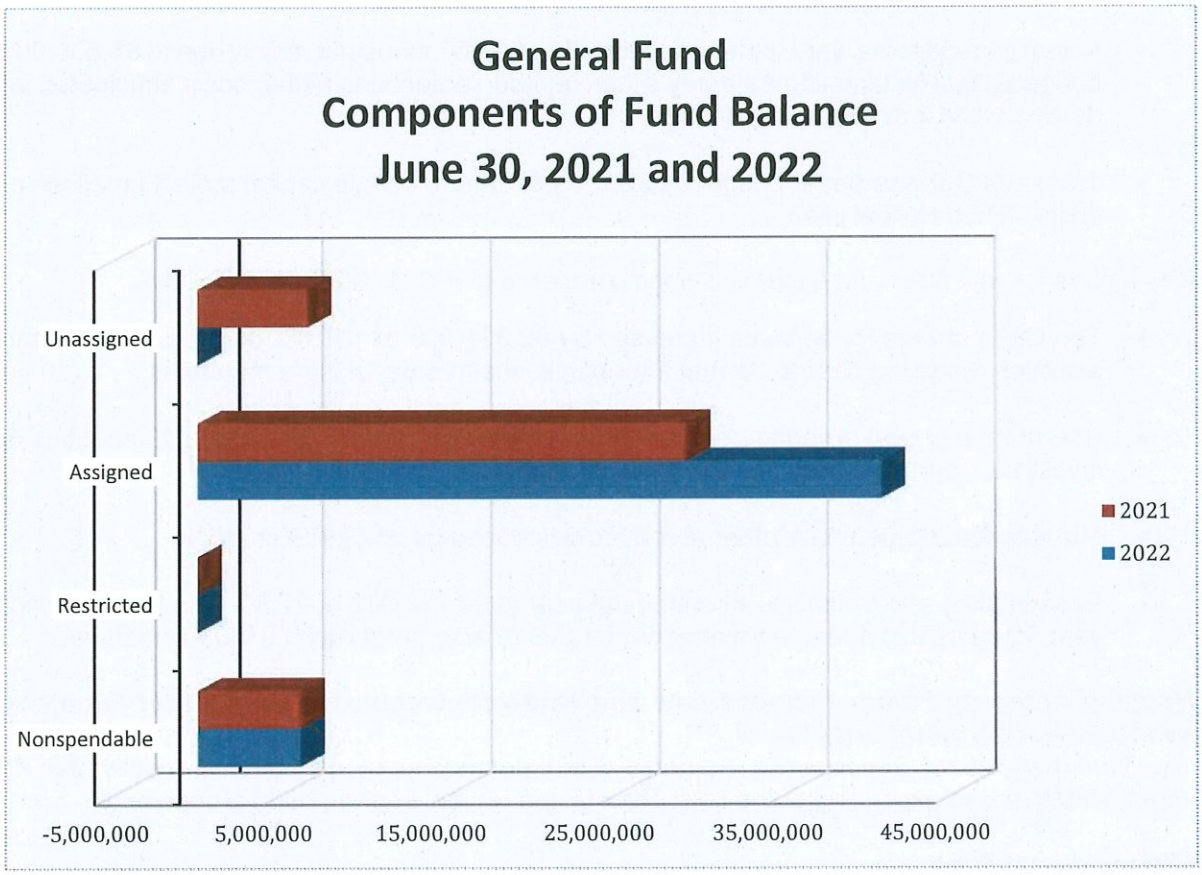

Expenses:
Public Works
23%
Parks and recreation
5%
Public safety
1%
General government
71%

FINANCIAL ANALYSIS OF THE CITY'S MAJOR FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balance of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City Council.

At June 30, 2022, the City's governmental funds reported combined fund balances of $93,106,774, an increase of $2,545,198 in comparison with the prior year. $15,641,528 or 16.8% is nonspendable, $31,518,426 or 33.9% is restricted by external sources, and $45,946,820 or 49.3% assigned for other specific purposes deemed appropriate by the City Council.



General Funds

The general fund is the main operating fund of the City. At fiscal year-end, its fund balance was $46,896,340 (consisting of $6,181,495 in nonspendable form, $5,000,000 assigned to economic contingency reserve, and $35,714,845 assigned for other specific purposes,) which increased by $5,015,803 over the prior year. As a measure of the general fund's liquidity, it may be useful to compare total fund balance to total funds' expenditures. Industry's best practice is to maintain no less than two months of regular general fund operating expenditures. Based on current year's General Fund expenditures and transfers out amount, two months equates to approximately $4 million dollars, which is consistent with both City Council policy requiring the City to maintain a minimum General Fund economic contingency of $5 million dollars, and as a matter of standard practice recommended in the industry.

Revenues and expenditures differences between actuals and the final budget for FY 2021/22:

- Actual revenues and transfers in were lower by $1,080,627 or 5.64% with one of the largest variance being investment earnings, which is difficult to estimate since it is dependent on market's performance.

- Actual expenditures were under budget by $9,329,257 thousand mainly due to $5,530,000 budgeted for Reclamation Authority's loan reimbursement and higher costs anticipated for dealing with Coronavirus pandemic.

- Transfers Out was under budget by $2,563,087 due to certain capital project timelines or costs shifted to next year.

Key factors for revenues and expenses when compared to FY 2020/21 are as follows:

- The City's charge for services increased by $2,331,958 or 108.6% due to programs and activities resuming back to normal after public health order closure mandates.

- Use of money and property decreased by $2,488,948 or -707.8% due to fluctuations in investment earnings and market's fair valuation.

- Miscellaneous type under other revenues decreased by $822,679 or -45%.

- Expenditures and transfers out ended the year at $8,777,912 or 27.4% less than the prior year figure mainly due to a transfer out for the 10 acre property on 5100 Allen Drive.

Housing Authority Funds (Includes Low and Moderate Income Housing Asset Fund and Irwindale Housing Authority Fund)
The fund balance of the Housing Authority Fund decreased by $4,588,606 mostly due to implementation and expending of the First Time Home Buyer Program bond proceeds.

Mining Impact Fund
The fund balance of the Mining Impact Fund increased by $992,379 due to additional fees City collected for street improvements made at I-605 NB Off-ramp at Live Oak Avenue.

Capital Projects Fund
The fund balance of the Mining Impact Fund increased by $69,510 due to less legal fees expenditures associated with the Capital Improvements Program projects.

Non-Major Governmental Funds
The fund balance of all other Non-Major Governmental Funds increased by $1,056,112 from the previous fiscal year due to rise in reclamation authority royalty payments for Olive Pit.

General Fund Budgetary Highlights

The City adopts annual appropriated operating budgets for its governmental funds (General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project Funds) and reports the results of operation on a budget comparison basis.

In preparing its budgets, the City attempts to estimate its revenues using realistic, but conservative, methods so as to budget its expenditure appropriations and activities in a prudent manner. As a result, the City Council adopts budget adjustments during the course of the fiscal year to reflect both changed priorities and availability of additional revenues to allow for expansion of existing programs. During the course of the year, the City Council amended the originally adopted budget to re-appropriate prior year approved projects and expenditures, as well as approving many other adjustments for the current year.

The results of the General Fund for the year ended June 30, 2022, were revenues exceeding expenditures by $5,015,803. Revenues plus Transfers In were $55,260 more than the final budget and expenditures plus Transfers Out ended the year under budget (final) by $11,892,344. The Coronavirus pandemic adversely impacted General Fund revenues and city services. To mitigate, the City significantly curtailed its non-essential expenditures during the last fiscal year in order to provide as much relief for the General Fund as possible. Compared to prior year, the General Fund experienced immense fluctuations in both revenues and expenditures.

CAPITAL ASSETS

The City's investment in capital assets for its governmental activities as of June 30, 2022, amounts to $58,497,198 million (net of accumulated depreciation). This investment in capital assets includes land, rights of way, construction in progress, buildings and improvements, machinery and equipment, and infrastructure. The total decrease in the capital assets for the current fiscal year was approximately -0.9%.

CITY OF MOORPARK'S CAPITAL ASSETS (NET OF DEPRECIATION)

	Governmental Activities	
	2022	2021
Land	$ 3,112,220	$ 3,112,220
Construction in Progress	8,848,919	7,870,992
Buildings and improvements	5,823,105	6,111,287
Furniture, fixtures and equipment	1,276,408	1,449,245
Right to use equipment	34,522	-
Infrastructure	39,402,024	40,479,656
Total	**$ 58,497,198**	**$ 59,023,400**

GASB 34 requires the City account for infrastructure assets on its financial statements. The accompanying government-wide financial statements include those infrastructure assets that were either completed during the current fiscal year or considered construction in progress at current fiscal year-end.

Additional information on the City's capital assets can be found in Note 6.

EMPLOYEE COMPENSATED ABSENCES

As of June 30, 2022, the City's employees benefit obligations increased by $71,449 or 4.3% from prior year.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

The public health crisis of Coronavirus Disease 2019 (COVID-19) has put an end to the nation's longest modern economic expansion. Over the last several months, states, counties and cities had deal with all sorts of issues such as supply chain shortages, higher inflation, higher interest rates, poor stock market performance, and unemployment at the all levels. The volatility in financial markets has had negative impacts on City's pension and other post-employment benefit liability balances which translates to higher contributions and budgetary considerations. The rising costs of services and utilities have also caused strains in the City's General Fund.

The City has protections from the State taking our monetary resources as a result of the passage of Proposition 1A in November 2004 and Proposition 22 in November 2010.

However, on July 29, 2011, the Governor of the State of California signed Assembly Bills x1 26 (ABx1 26) and on December 29, 2011, the California Supreme Court issued their ruling upholding the constitutionality of ABx1 26; thereby all redevelopment agencies within the State of California were abolished, effective February 1, 2012. The City's loss of its' Redevelopment Agency eliminated about $1.5 million for local affordable housing and another $700,000 in local funding of capital projects.

For FY 2022/23 budget, as a result of the state of economy, the City took into consideration the following factors:

- Following revenues are expected to significantly decrease from FY 2021/22: Plan check fees by $2.9 million and COVID-19 related expenditure reimbursements of $346 thousand.

- Residual property tax and admin reimbursement revenues, which is rendered to *Successor Agency of Irwindale's former Redevelopment Agency,* were also reduced by $843 thousand and $0 (from the allowable $250,000) respectively.

- Regular contributions of $1,000,000 to CalPERS Trust for unfunded actuarial liability had to be postponed to future year(s).

- The employee bargaining units negotiated a 3% employee compensation cost of living adjustment in addition to increase in health insurance premiums.

- Projections indicate our cost for general liability and workers compensation insurance will both increase by approximately $95 thousand for FY 2022/23 when compared to FY 2021/22 actual payments.

A priority of the City is to maintain high quality of services while adopting a balanced budget. As in prior years, the FY 2022/23 budget as adopted by the City Council is a sustainable budget and will serve as a guide in planning for the future.

REQUESTS FOR INFORMATION

This report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the office of the Finance Department, 5050 North Irwindale Avenue, Irwindale, California 91706, or at www.IrwindaleCA.gov.

CITY OF IRWINDALE

STATEMENT OF NET POSITION
JUNE 30, 2022

	Governmental Activities
Assets:	
Cash and investments	$ 91,866,863
Receivables:	
Accounts	1,129,667
Taxes	4,767,127
Notes and loans	15,614,032
Leases	7,921,351
Accrued interest	163,204
Prepaid costs	72,887
Due from Successor Agency	49,987
Land held for resale	15,568,641
Net pension assets - CalPERS	9,399,348
Restricted assets:	
Cash and investments	17,694
Capital assets not being depreciated	11,961,139
Capital assets, net of depreciation	46,536,059
Total Assets	**205,067,999**
Deferred Outflows of Resources:	
Deferred pension related items	16,406,287
Deferred OPEB related items	3,435,359
Total Deferred Outflows of Resources	**19,841,646**
Liabilities:	
Accounts payable	2,354,649
Accrued liabilities	333,624
Unearned revenue	5,204,167
Deposits payable	12,159,136
Noncurrent liabilities:	
Due within one year	
Long-term debt	17,988
Compensated absences	845,766
Due in more than one year	
Long-term debt	16,622
Compensated absences	901,517
Net pension liability - PARS	3,753,520
Net OPEB liability	13,099,730
Total Liabilities	**38,686,719**
Deferred Inflows of Resources:	
Deferred leases related items	7,777,770
Deferred pension related items	6,906,455
Deferred OPEB related items	1,008,370
Total Deferred Inflows of Resources	**15,692,595**
Net Position:	
Net investment in capital assets	58,531,808
Restricted for:	
Housing activities	7,612,994
Public safety	301,718
Parks and recreation	179,918
Public works	2,906,647
Capital projects	20,820,937
Unrestricted	80,176,309
Total Net Position	**$ 170,530,331**

See Notes to Financial Statements.

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CITY OF IRWINDALE

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expenses) Revenues and Changes in Net Position: Primary Government: Governmental Activities
Primary Government:					
Governmental Activities:					
General government	$ 11,146,039	$ 166,908	$ 227,012	$ -	$ (10,752,119)
Public safety	170,074	460,219	295,059	-	585,204
Parks and recreation	706,365	73,530	50,851	-	(581,984)
Public works	3,621,595	5,630,565	711,298	2,248,038	4,968,306
Interest on long-term debt	340	-	-	-	(340)
Total Governmental Activities	**15,644,413**	**6,331,222**	**1,284,220**	**2,248,038**	**(5,780,933)**
Total Primary Government	**$ 15,644,413**	**$ 6,331,222**	**$ 1,284,220**	**$ 2,248,038**	**(5,780,933)**
General Revenues:					
Taxes:					
Property taxes, levied for general purpose					2,937,893
Mining/processing taxes					7,896,155
Sales taxes					8,456,734
Franchise taxes					1,459,690
Business licenses taxes					1,669,546
Utility users tax					3,531,654
Other taxes					632,183
Motor vehicle in lieu - unrestricted					158,521
Use of money and property					(1,985,618)
Other					3,942,241
Total General Revenues					**28,698,999**
Change in Net Position					22,918,066
Net Position at Beginning of Year					147,612,265
Net Position at End of Year					**$ 170,530,331**

See Notes to Financial Statements.

CITY OF IRWINDALE

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022

	General	Special Revenue Funds: Housing Authority	Special Revenue Funds: Mining Impact Fund	Capital Projects Funds: Capital Projects
Assets:				
Pooled cash and investments	$ 48,316,977	$ 7,701,354	$ 16,309,440	$ 5,563,275
Receivables:				
Accounts	673,215	-	66	509
Taxes	3,460,620	-	1,298,112	-
Notes and loans	2,525	15,611,507	-	-
Leases	7,921,351	-	-	-
Accrued interest	89,244	14,878	27,128	8,884
Prepaid costs	62,854	-	10,033	-
Due from other funds	346,769	-	-	-
Due from Successor Agency	49,987	-	-	-
Land held for resale	6,118,641	9,450,000	-	-
Restricted assets:				
Cash and investments	17,694	-	-	-
Total Assets	**$ 67,059,877**	**$ 32,777,739**	**$ 17,644,779**	**$ 5,572,668**
Liabilities, Deferred Inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ 1,452,664	$ 49,275	$ 210,705	$ 608,826
Accrued liabilities	292,904	-	36,891	-
Unearned revenues	3,617,814	-	1,506,292	80,061
Deposits payable	6,692,474	-	708,463	4,758,199
Due to other funds	-	35,209	-	-
Total Liabilities	**12,055,856**	**84,484**	**2,462,351**	**5,447,086**
Deferred Inflows of Resources:				
Unavailable revenues	329,911	15,611,507	-	-
Deferred leases inflows	7,777,770	-	-	-
Total Deferred Inflows of Resources	**8,107,681**	**15,611,507**	**-**	**-**
Fund Balances:				
Nonspendable:				
Prepaid costs	62,854	-	10,033	-
Land held for resale	6,118,641	9,450,000	-	-
Restricted:				
Housing activities	-	7,611,748	-	-
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Public works	-	-	9,960,420	-
Capital Projects	-	-	-	125,582
Assigned:				
Capital asset replacement	18,714,564	-	-	-
Capital improvement program	4,334,824	-	1,536,375	-
Continuing appropriations	423,289	20,000	328,241	-
Compensated absences	1,397,826	-	349,457	-
Unfunded acturial liabilties	10,844,342	-	2,997,902	-
Economic contingency	5,000,000	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	**46,896,340**	**17,081,748**	**15,182,428**	**125,582**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 67,059,877**	**$ 32,777,739**	**$ 17,644,779**	**$ 5,572,668**

See Notes to Financial Statements.

CITY OF IRWINDALE

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022

	Other Governmental Funds	Total Governmental Funds
Assets:		
Pooled cash and investments	$ 13,975,817	$ 91,866,863
Receivables:		
Accounts	455,877	1,129,667
Taxes	8,395	4,767,127
Notes and loans	-	15,614,032
Leases	-	7,921,351
Accrued interest	23,070	163,204
Prepaid costs	-	72,887
Due from other funds	-	346,769
Due from Successor Agency	-	49,987
Land held for resale	-	15,568,641
Restricted assets:		
Cash and investments	-	17,694
Total Assets	**$ 14,463,159**	**$ 137,518,222**
Liabilities, Deferred Inflows of Resources, and Fund Balances:		
Liabilities:		
Accounts payable	$ 33,179	$ 2,354,649
Accrued liabilities	3,829	333,624
Unearned revenues	-	5,204,167
Deposits payable	-	12,159,136
Due to other funds	311,560	346,769
Total Liabilities	**348,568**	**20,398,345**
Deferred Inflows of Resources:		
Unavailable revenues	293,915	16,235,333
Deferred leases inflows	-	7,777,770
Total Deferred Inflows of Resources	**293,915**	**24,013,103**
Fund Balances:		
Nonspendable:		
Prepaid costs	-	72,887
Land held for resale	-	15,568,641
Restricted:		
Housing activities	1,246	7,612,994
Public safety	301,718	301,718
Parks and recreation	179,918	179,918
Public works	13,641,582	23,602,002
Capital Projects	-	125,582
Assigned:		
Capital asset replacement	-	18,714,564
Capital improvement program	-	5,871,199
Continuing appropriations	-	771,530
Compensated absences	-	1,747,283
Unfunded acturial liabilties	-	13,842,244
Economic contingency	-	5,000,000
Unassigned	(303,788)	(303,788)
Total Fund Balances	**13,820,676**	**93,106,774**
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	**$ 14,463,159**	**$ 137,518,222**

See Notes to Financial Statements.

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CITY OF IRWINDALE

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2022

Fund balances of governmental funds		$ 93,106,774
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation have not been included as financial resources in governmental fund activity.		
Capital assets	$ 99,890,982	
Accumulated depreciation	(41,393,784)	58,497,198
Deferred outflows of resources relate to:		
CalPERS contributions made after the measurement date	1,956,900	
CalPERS net differences between projected and actual earnings on plan investments	7,133,227	
CalPERS difference in actual to proportionate share contribution	2,911,703	
CalPERS adjustment due to differences in proportions	2,969,606	
PARS differences between expected and actual experience	592,840	
PARS net difference between projected and actual earnings	842,011	
OPEB contributions made after the measurement date	790,028	
OPEB changes in assumptions	1,002,864	
OPEB difference between expected and actual experience	1,520,134	
OPEB differences bewteen projected and actual return on assets	122,333	19,841,646
Lease liabilty and compensated absences are not due and payable in the current period and, therefore, are not reported in the governmental funds.		
Lease liability	(34,610)	
Compensated absences	(1,747,283)	(1,781,893)
Governmental funds report all pension contributions as expenditures, however, in the statement of net position, the excess of the plan proportionate share of the total pension liability over the proportionate share of the plan fiduciary net position is reported as a net pension liability.		
California Public Employees' Retirement Plan (CalPERS)	9,399,348	
PARS net pension liability	(3,753,520)	5,645,828
Governmental funds report all OPEB contributions as expenditures, however, in the statement of net position, the excess of the total OPEB liability over the plan fiduciary net position is reported as a net OPEB liability.		(13,099,730)
Deferred inflows of resources relate to:		
CalPERS differences between expected and actual experiences	(1,280,608)	
CalPERS differences in proportionate sahte of contibution	(2,264,600)	
CalPERS adjustment due to differences in proportions	(3,242,436)	
PARS changes of assumptions	(118,811)	
OPEB differences expected and actual experience	(135,863)	
OPEB differences between projected and actual return on assets	(872,507)	(7,914,825)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		16,235,333
Net Position of Governmental Activities		**$ 170,530,331**

See Notes to Financial Statements.

CITY OF IRWINDALE

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

		Special Revenue Funds		Capital Projects Funds
	General	Housing Authority	Mining Impact Fund	Capital Projects
Revenues:				
Taxes	$ 21,880,727	$ -	$ 4,332,565	$ -
Licenses and permits	1,274,644	-	-	-
Intergovernmental	119,505	-	-	45,111
Charges for services	4,474,252	-	-	-
Use of money and property	(2,137,317)	(10,082)	74,519	24,398
Fines and forfeitures	186,362	-	-	-
Contributions	50,851	-	-	-
Miscellaneous	1,006,815	-	1,000,000	28,328
Total Revenues	**26,855,839**	**(10,082)**	**5,407,084**	**97,837**
Expenditures:				
Current:				
General government	7,528,054	4,578,524	2,008,832	-
Public safety	7,847,201	-	-	-
Parks and recreation	2,563,828	-	-	-
Public works	4,631,170	-	1,913,139	-
Capital outlay	140,118	-	-	1,569,163
Debt service:				
Principal retirement	15,408	-	2,463	-
Interest and fiscal charges	293	-	47	-
Total Expenditures	**22,726,072**	**4,578,524**	**3,924,481**	**1,569,163**
Excess (Deficiency) of Revenues Over (Under) Expenditures	4,129,767	(4,588,606)	1,482,603	(1,471,326)
Other Financing Sources (Uses):				
Transfers in	1,425,780	-	-	1,540,836
Transfers out	(592,225)	-	(490,224)	-
Leases	52,481	-	-	-
Total Other Financing Sources (Uses)	**886,036**	**-**	**(490,224)**	**1,540,836**
Net Change in Fund Balances	5,015,803	(4,588,606)	992,379	69,510
Fund Balances, Beginning of Year	41,880,537	21,670,354	14,190,049	56,072
Fund Balances, End of Year	**$ 46,896,340**	**$ 17,081,748**	**$ 15,182,428**	**$ 125,582**

See Notes to Financial Statements.

CITY OF IRWINDALE

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

	Other Governmental Funds	Total Governmental Funds
Revenues:		
Taxes	$ 312,587	$ 26,525,879
Licenses and permits	-	1,274,644
Intergovernmental	971,519	1,136,135
Charges for services	313,926	4,788,178
Use of money and property	62,864	(1,985,618)
Fines and forfeitures	-	186,362
Contributions	-	50,851
Miscellaneous	2,095,188	4,130,331
Total Revenues	**3,756,084**	**36,106,762**
Expenditures:		
Current:		
General government	15,190	14,130,600
Public safety	156,514	8,003,715
Parks and recreation	94,890	2,658,718
Public works	425,358	6,969,667
Capital outlay	123,853	1,833,134
Debt service:		
Principal retirement	-	17,871
Interest and fiscal charges	-	340
Total Expenditures	**815,805**	**33,614,045**
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,940,279	2,492,717
Other Financing Sources (Uses):		
Transfers in	9,139	2,975,755
Transfers out	(1,893,306)	(2,975,755)
Leases	-	52,481
Total Other Financing Sources (Uses)	**(1,884,167)**	**52,481**
Net Change in Fund Balances	1,056,112	2,545,198
Fund Balances, Beginning of Year	12,764,564	90,561,576
Fund Balances, End of Year	**$ 13,820,676**	**$ 93,106,774**

See Notes to Financial Statements.

CITY OF IRWINDALE

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

Net change in fund balances - total governmental funds		$ 2,545,198
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the costs of those assets are allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		
Capital outlay	$ 1,859,317	
Depreciation	(2,385,519)	(526,202)
Issuance of long-term debt (bonds, leases...) provide current financial resources to governmental funds, while the repayment of the principal on long-term debt consumes current financial resources of governmental funds, whereas repayment of principal reduces long-term liability and issuance of new long-term debt increase long-term liability on the statement of net position.		
Leases	(52,481)	
Principal repayment on leases	17,871	(34,610)
Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(71,449)
OPEB obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(686,873)
Pension obligation expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
California Public Employees' Retirement Plan (PERS)	19,166,445	
PARS Retirement Enhancement Plan	69,840	19,236,285
Revenues reported as unavailable revenue in the governmental funds are recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		2,455,717
Change in Net Position of Governmental Activities		**$ 22,918,066**

See Notes to Financial Statements.

CITY OF IRWINDALE

STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
JUNE 30, 2022

	Custodial Funds	Private-Purpose Trust Fund Successor Agency of the Former ICRA
Assets:		
Cash and investments	$ 176,833	$ 13,392,336
Receivables:		
Accounts	-	5,803
Taxes	9,064	-
Accrued interest	251	25,507
Restricted assets:		
Cash and investments with fiscal agents	-	3,457,178
Total Assets	**186,148**	**16,880,824**
Deferred Outflows of Resources:		
Deferred charge on refunding		220,829
Total Deferred Outflows of Resources	**-**	**220,829**
Liabilities:		
Accounts payable	3,457	-
Accrued interest	-	659,420
Unearned revenues	-	21,281
Due to City of Irwindale	-	49,987
Long-term liabilities:		
Due in one year	-	6,315,000
Due in more than one year	-	26,951,685
Total Liabilities	**3,457**	**33,997,373**
Net Position:		
Restricted for other purposes	182,691	(16,895,720)
Total Net Position	**$ 182,691**	**$ (16,895,720)**

See Notes to Financial Statements.

CITY OF IRWINDALE

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
YEAR ENDED JUNE 30, 2022

	Custodial Funds	Private-Purpose Trust Fund Successor Agency of the Former ICRA
Additions:		
Taxes	$ 117,349	$ -
Interest and change in fair value of investments	691	(109,587)
Miscellaneous	-	5,803
Gain on sale of land held for resale	-	4,920,357
Total Additions	**118,040**	**4,816,573**
Deductions:		
Administrative expenses	50,294	17,618
Contractual services	-	50,726
Interest expense	-	1,783,498
Payment to County	-	10,184,702
Total Deductions	**50,294**	**12,036,544**
Changes in Net Position	**67,746**	**(7,219,971)**
Net Position - Beginning of the Year	114,945	(9,675,749)
Net Position - End of the Year	**$ 182,691**	**$ (16,895,720)**

See Notes to Financial Statements.

Note 1: Organization and Summary of Significant Accounting Policies

a. Description of the Reporting Entity

The City of Irwindale, the primary government, was incorporated on August 7, 1957, under the laws of the State of California and enjoys all the rights and privileges applicable to a Charter City. It is governed by an elected five-member board. As required by accounting principles generally accepted in the United States of America, these financial statements present the City of Irwindale (the City) and its component units, entities for which the City is considered financially accountable.

The inclusion of an organization within the scope of the reporting entity of the City of Irwindale is based on the provisions of GASB Statement No. 14 (as amended by GASB Statements No. 39, 61 and 80). The blended component units discussed below, although legally separate entities, are in substance part of the government operation and so data from these component units has been combined herein. The following criteria were used in the determination of the blended component units:

1. The members of the City Council also act as the governing body of the Irwindale Public Financing Authority, the Irwindale Housing Authority, and the Irwindale Reclamation Authority.

2. The Public Financing Authority, the Housing Authority and the Reclamation Authority are managed by employees of the City. A portion of the City's personnel costs is allocated to these component units each year.

3. The City, the Public Financing Authority, the Housing Authority and the Reclamation Authority are financially interdependent. They provide financial benefit/burden to the City.

Blended Component Units

The Irwindale Public Financing Authority was established on October 29, 1990, pursuant to the State of California Joint Exercise of Powers Act. Its purpose is to acquire, construct, modify and rehabilitate facilities; undertake a program of local agency bond pooled financing and lending; and make more efficient use of the common powers of the City of Irwindale and the former Irwindale Community Redevelopment Agency.

The Irwindale Housing Authority was established on August 27, 1987, by a joint exercise of powers agreement between the City and the former Community Redevelopment Agency. Under the bond law, the Authority has the power to issue bonds and loan the proceeds to any local agency.

The Irwindale Reclamation Authority was established on August 17, 2004, under a Joint Powers Agreement between the City of Irwindale and the former Irwindale Redevelopment Agency (Successor Agency). The Authority is organized to receive and reassign the operating rights from each of the mining companies under SMARA for certain quarries located in the City of Irwindale for the purpose of complying with the California Surface Mining and Reclamation Act of 1975 (SMARA) and implementing State Mining and Geology Board Reclamation Regulations (SMGB Regulations). On September 12, 2018, the City Council, Reclamation Authority Board, Successor Agency and the Industrial Development Authority approved the assignment of interest of the Successor Agency in the Irwindale Reclamation Authority to the Industrial Development Authority.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

The Industrial Development Authority was established on November 30, 1982, pursuant to State law under Government Code sections 91500 et seq. Its purpose is to provide businesses with an alternative method of financing in acquiring, constructing, or rehabilitating facilities, including, but not limited to, equipment and furnishings. It further has the power to issue revenue bonds.

The Irwindale Joint Powers Authority was established on April 24, 2013, pursuant to Article 1 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California. Its purpose is to provide an entity which can provide assistance to the Irwindale Housing Authority and the City of Irwindale in their respective financing undertakings and to provide assistance in the financing of public capital improvements to be owned by either member. During the year under audit, there was no activity.

Separate financial statements have not been prepared for the Irwindale Public Financing Authority, the Irwindale Housing Authority, the Irwindale Reclamation Authority, the Industrial Development Authority and the Irwindale Joint Powers Authority.

The Irwindale Community Foundation (the Foundation) is a nonprofit Foundation whose purpose is to provide assistance to fund recreation, senior center, aquatics, library, and park improvement programs for the City of Irwindale (the City). The Foundation is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code (IRC) and applicable state statutes. Separate financial statements are available for the Foundation at City Hall.

b. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. Governmental activities are normally supported by taxes and intergovernmental revenues. The primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized when requirements are met.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The City's fiduciary funds consist of custodial funds and a private purpose trust fund. Custodial funds and private purpose trust funds are accounted for using the *"economic resources"* measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

- The General Fund accounts for all unrestricted resources except those required to be accounted for in another fund.

- The Housing Authority Fund accounts for the transactions of the Irwindale Housing Authority which was established for the development of low and moderate income housing in the City. The fund reports restricted resources and assets transferred from the former Irwindale Community Redevelopment Agency Low and Moderate Income Housing Fund after the passage of AB 1X 26.

- The Mining Impact Fund accounts for the excavation and processing taxes received from the various mining companies in the City.

- The Capital Projects Fund – This fund accounts for all of the City's capital projects, encompassing all projects for new or improvements to City buildings, parks, streets, storm drains, and mining pits. Funding for these projects will be transferred from approved appropriations in the General Fund, Mining Impact Fund, special revenue funds, grants, or project contributions.

Additionally, the City reports the following fund types:

- Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted for specified purposes.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

- Custodial Funds are used to account for funds held for the benefit of parties outside the government. The resources in these custodial funds are not used to support any City programs. Custodial funds for the City consists of the Street Light Assessment District and the Sewer Maintenance Assessment District Fund.

- Private-purpose trust funds are used to account for the assets and liabilities of the former redevelopment agency and the allocated revenue to pay estimated installment payments of enforceable obligations until the obligations of the former redevelopment agency are paid in full and assets have been liquidated.

Amounts reported as program revenues include: 1) charges to customers or applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes. Certain indirect costs are included in the program expense reported for individual functions and activities.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

d. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position or Equity

1. Cash and Investments

   Investments are reported at fair value, which is the quoted market price at June 30, 2022. The City's policy is generally to hold investments until maturity or until fair values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

2. Receivables and Payables

   Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

   All trade and property tax receivables are shown net of an allowance for uncollectibles.

   Property tax revenue is recognized on the basis of NCGA Interpretation No. 3 (adopted by GASB); that is, in the fiscal year for which the taxes have been levied providing they become available. Available means then due, or past due and receivable within the current period and collected within the current period or expected to be collected soon enough thereafter (not to exceed 60 days) to be used to pay liabilities of the current period. The County of Los Angeles collects property taxes for the City. Tax liens attach annually as of 12:01 A.M. on the first day in January preceding the fiscal year for which the taxes are levied. The tax levy covers the fiscal period

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

July 1 to June 30. All secured personal property taxes and one-half of the taxes on real property are due November 1; the second installment is due February 1. All taxes are delinquent, if unpaid, on December 10 and April 10, respectively. Unsecured personal property taxes become due on the first day of January each year and are delinquent on August 31.

3. Inventories, Prepaid Items and Land Held for Resale

Governmental funds use the purchases method to account for their inventories of materials and supplies. Under the purchase method, inventories are reported as expenditure when purchased rather than capitalized as an asset. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items using the purchases method in both government-wide and fund financial statements.

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value if lower.

4. Capital Assets

Capital assets, which include property, plant, equipment, right to use assets under GASB Statement 87, infrastructure assets (e.g. roads, bridges, sidewalks and similar items) and intangible assets, are reported in the governmental activities' column in the government-wide financial statements. Capital assets other than infrastructure assets are defined by the government as assets with an initial, individual cost of more than $5,000 (amount not rounded) and an estimated useful life in excess of three years. Infrastructure assets have a capitalization threshold of $100,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items and capital assets received in a service concession arrangement are recorded at acquisition value at the date of donation.

In accordance with GASB Statement No. 34, the City has reported its general infrastructure assets acquired after June 30, 1980, which include pavement, sidewalk, curb, gutter, streetlights, storm drains, bridges and traffic signals.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment of the primary government, as well as its component units, are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Infrastructure	25 - 100
Buildings	50
Furniture, Fixtures and Equipment	3 - 10

Right to use assets are amortized over the term of the lease agreements.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

5. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The related items in this category are: one - deferred charge on refunding reported in the Statement of Fiduciary Net Position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The other items are deferred pension related items and deferred OPEB related items reported on the Government-wide Statement of Net Position.

In addition to liabilities, the statement of financial position and governmental fund balance sheet report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items to report in this category. One arises only under a modified accrual basis of accounting, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources such as, grant revenue, taxes and other special revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The second item is deferred leases inflows related to the lease receivable that will be received over the terms of the leases. And the third item related to deferred inflows related to the pensions reported in the Government-wide Statement of Net Position. Gains and losses related to changes in total pension or OPEB liability and their related fiduciary net position are recognized in pension or OPEB expense, respectively, systematically over time. Amounts are first recognized in pension or OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pension or OPEB and are to be recognized in future pension and OPEB expense, respectively. The recognition period differs depending on the source of the gain or loss:

Net difference between projected and actual earning on pension or OPEB plan investments	5 years	All plans
All other amounts are amortized over the expected average remaining service lifetime (EARSL) of the respective plan. As of June 30, 2021, EARSL were:	0 years 3.7 years 3.7 years 5.0 years	OPEB plan Pension Misc. – Cost Sharing Plan Pension Safety – Cost Sharing Plan Retirement Enhancement Plan

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

6. Net Position Flow Assumption

   Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

7. Fund Balance Flow Assumptions

   Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

8. Compensated Absences

   Vacation pay is payable to employees at the time a vacation is taken or upon termination of employment, upon completion of six months of service. Sick leave is payable when an employee is unable to work because of illness. Upon termination, sick leave accrued will be paid based on the following:

   - 75% reimbursement from one day up to 60 days;
   - 50% reimbursement from 60 days up to 100 days; and
   - 25% reimbursement for any amount of days over 100.

9. Claims and Judgments

   Only the short-term liability, if any, is reflected as a current liability in the applicable governmental fund. The short-term liability, which will be liquidated with expendable available financial resources, is the amount of settlement reached, but unpaid, related to claims and judgments entered. As of June 30, 2022, there were no material long-term claims and judgments against the City and no liability was reported.

10. Long-Term Obligations

    In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities statement of net position. Bond premiums and discounts are amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

11. Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For the pension plan administered under the California Public Employee's Retirement System (CalPERS), the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

For the pension plan administered under the PARS Retirement Enhancement Plan (PARS), the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

12. Other Post-Employment Benefits (OPEB) Liability

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan), the assets of which are held by the California Employers' Retiree Benefit Trust Program (CERBT), and additions to/deductions from the OPEB Plan's fiduciary net position have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

For this report, the following timeframes are used:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

13. Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Non-spendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is by resolution.

Assigned include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in a resolution. City Council adopted Resolution 2011-33-2519 on June 22, 2011, to establish a general fund economic contingency reserve at a minimum of $5,000,000.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

The accounting policies of the City considers restricted fund balance to have been spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts. The General Fund is the only fund that has a positive unassigned balance.

14. Functional Classifications

Expenditures of the Governmental Funds are classified by function. Functional classifications are defined as follows:

- General Government includes legislative activities which have a primary objective of providing legal and policy guidelines for the City. Also included in this classification are those activities which provide management or support services across more than one functional area.

Note 1: Organization and Summary of Significant Accounting Policies (Continued)

- Public Safety includes those activities which involve the protection of people and property.
- Public Works includes those activities which involve the maintenance and improvement of City streets, roads and park development and maintenance.
- Parks and Recreation includes those activities, which involve the parks and recreation system.
- Capital Outlay includes those activities which involve the acquisition of capital assets.
- Debt Service includes those activities that account for the payment of long-term debt principal, interest and fiscal charges.

Note 2: Stewardship, Compliance and Accountability

Deficit Fund Balances or Net Position

At June 30, 2022, the Federal Grants Fund and the State Grants Fund had deficit fund balances of $46,103 and $257,685 respectively which will be resolved with future grants revenues. In addition, the Successor Agency of the Former Irwindale Community Redevelopment Agency (ICRA) had a deficit net position of $16,895,720 which will be funded by future distributions from the Redevelopment Property Tax Trust Fund.

Note 3: Cash and Investments

As of June 30, 2022, cash and investments were reported in the accompanying financial statements as follows:

Governmental activities	
Cash and investments	$ 91,866,863
Restricted	17,694
Fiduciary funds	
Cash and investments	13,569,169
Restricted	3,457,178
Total Cash and Investments	$ 108,910,904
Demand Deposits	$ 5,361,614
Investments	103,549,290
Total Cash and Investments	$ 108,910,904

The City of Irwindale maintains a cash and investment pool that is available for use for all funds. Each fund type's position in the pool is reported on the combined balance sheet as cash and investments. The City has adopted an investment policy, which authorizes it to invest in various investments.

Note 3: Cash and Investments (Continued)

Deposits

As of June 30, 2022, the carrying amount of the City's deposits was $5,361,614 and the bank balance was $5,474,635. The $113,021 difference represents outstanding checks and other reconciling items.

The California Government Code requires California banks and savings and loan associations to secure a City's deposits by pledging government securities with a value of 110% of a City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of a City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral for deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held for, and in the name of, the local governmental agency.

Investments

Under provision of the City's investment policy, and in accordance with the California Government Code, the following investments are authorized:

- Bonds issued by the City
- United States Treasury Bills, Notes & Bonds
- Registered state warrants or treasury notes or bonds issued by the State of California
- Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies
- Obligations issued by Agencies or Instrumentality of the US Government
- Bankers Acceptances
- Negotiable Certificates of Deposit which are fully insured by the Federal Deposit Insurance Corporation (FDIC)
- Repurchase/Reverse Repurchase Agreements
- Medium Term Notes
- Corporate Bonds which are fully insurance by the Federal Deposit Insurance Corporation (FDIC)
- Money market mutual funds
- Funds held under the terms of a Trust Indenture or other contract or agreement
- Collateralized bank deposits with a perfected security interest

Investments Authorized by Debt Agreements

The above investments do not address investments of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy.

Note 3: Cash and Investments (Continued)

Investments in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawals is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. LAIF does not impose limits or restrictions on participant withdrawals, and the entire balance of the City's investment in the portfolio is available for withdrawal at any time. LAIF is not registered with the Securities and Exchange Commission and is not rated. Deposits and withdrawals in LAIF are made on the basis of $1 and not fair value. Accordingly, the City's investment in this pool is measured on uncategorized inputs not defined as Level 1, 2, or 3.

GASB Statement No. 31

The City adopted GASB Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as of July 1, 1997. GASB Statement No. 31 establishes fair value standards for investments in participating interest earning investment contracts, external investment pools, equity securities, option contracts, stock warrants and stock rights that have readily determinable fair values. Accordingly, the City reports its investments at fair value in the balance sheet. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy limits investments in medium-term notes (MTN's) to those rated "AA" or higher by Standard and Poor's (S&P) or by Moody's. As of June 30, 2022, the City's investments in Federal Agency investments were rated "AAA" by Moody's and S&P. All securities were investment grade and legal under State law. Investments in U.S. treasuries are not considered to have credit risk and, therefore, their credit quality is not disclosed. As of June 30, 2022, the City's investments in external investment pools and money market mutual funds are unrated.

Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

As of June 30, 2022, none of the City's deposits or investments was exposed to custodial credit risk.

Note 3: Cash and Investments (Continued)

Concentration of Credit Risk

The City's investment policy imposes restrictions for certain types of investments with any one issuer for the following types of investments: Medium Term Notes (30%), Medium Term of any one corporation (15%), Banker's Acceptances (20%), and Bank's acceptance of any one commercial bank (10%). With respect to concentration of credit risk, as of June 30, 2022, the City is in compliance with its investment policy.

In accordance with GASB Statement No. 40 a separate disclosure is needed if the City has invested more than 5% of its total investments in any one issuer. As of June 30, 2022, the City had 17.1% and 11.0% of its cash and investments invested in Federal Home Loan Mortgage Corp and Federal Farm Credit Bank respectively. Investments guaranteed by the U.S. government, investments in mutual funds and external investment pools are excluded from this requirement.

Interest Rate Risk

The City's investment policy limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The City's investment policy states that at least two-thirds of the City's portfolio shall mature in three years or less. The only exception to these maturity limits shall be the investment of the gross proceeds of tax-exempt bonds. The City has elected to use the segmented time distribution method of disclosure for its interest rate risk.

As of June 30, 2022, the City had the following investments and original maturities:

	Investment Maturities				
	Less 6 Months	6 Months to 1 Year	1 to 3 Years	3 to 5 Years	Fair Value
Investments:					
Local Agency Investment Fund (LAIF)	$ 69,462,241	$ -	$ -	$ -	$ 69,462,241
Federal Farm Credit Bank	-	-	4,632,000	7,375,280	12,007,280
Federal Home Loan Mortgage Corp.	-	-	4,694,700	13,910,200	18,604,900
Restricted Cash and Investments:					
CJPIA TPA Trust	17,694	-	-	-	17,694
Investments with fiscal agents:					
Money Market Mutual Fund	3,457,175	-	-	-	3,457,175
	$ 72,937,110	$ -	$ 9,326,700	$ 21,285,480	$ 103,549,290

Note 3: Cash and Investments (Continued)

Fair Value Measurement and Application

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are quoted prices for similar assets in active markets; and Level 3 inputs are significant unobservable inputs. Methods utilized by the City to determine fair value include: matrix pricing, market corroborated pricing, and other inputs such as yield curves and indices The City has the following recurring fair value measurements as of June 30, 2022:

Investment Type	Totals	Investments not Measured at Fair Value	Level 1	Level 2	Level Uncategorized
Federal Farm Credit Bank	12,007,280	$ -	$ -	$ 12,007,280	$ -
Federal Home Loan Credit Corp.	18,604,900	-	-	18,604,900	-
Local Agency Investment Fund (LAIF)	69,462,241	-	-	-	69,462,241
CJPIA TPA Trust	17,694	17,694	-	-	-
Investments with Fiscal Agent:					
Money Market Funds	3,457,175	-	-	3,457,175	-
Total Investments	$ 103,549,290	$ 17,694	$ -	$ 34,069,355	$ 69,462,241

Note 4: Leases

For the year ended June 30, 2022, the financial statements include the adoption of GASB Statement No. 87, Leases. The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources.

a. Leases Receivable and Deferred Leases Inflows

On July 1, 2022, the City of Irwindale entered into a 61-month lease as Lessor for the use of the Baldwin Park Postal Service building. An initial lease receivable was recorded in the amount of $96,906. As of June 30, 2022, the value of the lease receivable is $78,330. The Lessee is required to make monthly fixed payments of $1,598. The lease has an interest rate of 1.1771%. The value of the deferred inflow of resources as of June 30, 2022, was $77,884, and City of Irwindale recognized lease revenue of $19,022 during the fiscal year. The lessee has one extension option of 60 months. The lessee had a termination period of 6 months as of the lease commencement.

On July 1, 2022, the City entered into a 47-month lease as Lessor for the use of AT&T - LA-RICS - Land Space. An initial lease receivable was recorded in the amount of $114,583. As of June 30, 2022, the value of the lease receivable is $86,947. The Lessee is required to make monthly fixed payments of $2,369. The lease has an interest rate of 1.0112%. The value of the deferred inflow of resources as of June 30, 2022, was $85,328, and City of Irwindale recognized lease revenue of $29,255 during the fiscal year. The lessee has two extension options of 60 months each.

Note 4: Leases (Continued)

On July 1, 2022, the City entered into a 337-month lease as Lessor for the use of Clear Channel Outdoor – Bill Boards. An initial lease receivable was recorded in the amount of $7,895,394. As of June 30, 2022, the value of the lease receivable is $7,756,074. The Lessee is required to make monthly fixed payments of $27,393. The lease has an interest rate of 2.7002%. The value of the deferred inflow of resources as of June 30, 2022, was $7,614,558 and City of Irwindale recognized lease revenue of $280,836 during the fiscal year.

The principal and interest payments to maturity on lease receivable are as follows:

Fiscal Year	Principal Payments	Interest Payments
2023	$ 177,489	$ 209,408
2024	187,574	205,273
2025	195,348	200,885
2026	176,489	196,411
2027	168,268	191,911
2028 -2032	990,436	884,576
2033 - 2037	1,288,262	731,658
2038 - 2042	1,641,052	534,975
2043 - 2047	2,057,668	286,531
2048 - 2051	1,038,765	31,999
Total	$ 7,921,351	$ 3,473,627

b. Leases Liability

On July 1, 2022, the City entered into a 35-month lease as Lessee for the use of Ricoh Copiers. An initial lease liability was recorded in the amount of $52,482. As of 06/30/2022, the value of the lease liability is $34,610. The City is required to make monthly fixed payments of $1,518. The lease has an interest rate of 0.8453%.

Right-to-use leased assets at June 30, 2022 include the following:

Lease Type	Asset Class	Lease Asset Value	Accumulated Amortization
Equipment Lease	Right to Use Equipment	$ 52,481	$ 17,959
	Total	$ 52,481	$ 17,959

Future principal and interest requirements to maturity for the lease liability is as follows:

Fiscal Year	Principal Payments	Interest Payments
2023	$ 17,988	$ 223
2024	16,622	70
Total	$ 34,610	$ 293

Note 5: Interfund Receivable, Payable and Transfer

The composition of interfund balances as of June 30, 2022, is as follows:

a. Due To/From Other Funds

	Due From Other Funds
Due To Other Funds	General Fund
Housing Authority	$ 35,209
Nonmajor governmental funds	311,560
	$ 346,769

The above amounts resulted from temporary reclassifications made at June 30, 2022, to cover cash shortfalls.

b. Interfund Transfers

	Transfers Out			
Transfers In	General Fund	Mining Impact Fund	Nonmajor Governmental Funds	Total
General Fund	$ -	$ -	$ 1,425,780	$ 1,425,780
Capital Projects	592,225	481,085	467,526	1,540,836
Nonmajor Governmental Funds	-	9,139	-	9,139
Total	$ 592,225	$ 490,224	$ 1,893,306	$ 2,975,755

The Mining Impact Fund transferred $9,139 to the Reclamation Nonmajor Governmental Fund for annual mining contributions pursuant to a settlement agreement and $481,085 to the Capital Projects Fund to fund capital projects. The General Fund transferred $592,225 to the Capital Projects Fund to fund various capital projects. The $467,526 transferred from Nonmajor Governmental Funds to the Capital Projects Fund was to fund future capital projects. The Reclamation Nonmajor Governmental Fund transferred royalty receipts in the amount of $1,425,780 to the General Fund as the Reclamation Fund was created for tracking such royalty receipts.

Note 6: Capital Assets

Capital assets activity for the year ended June 30, 2022, was as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 3,112,220	$ -	$ -	$ -	$ 3,112,220
Construction-in-progress	7,870,992	1,569,164	-	(591,237)	8,848,919
Total Capital Assets, Not Being Depreciated	10,983,212	1,569,164	-	(591,237)	11,961,139
Capital assets, being depreciated:					
Buildings and improvements	10,050,665	-	-	-	10,050,665
Furniture, fixtures and equipment	5,764,195	237,672	(170,069)	-	5,831,798
Right to use equipment	-	52,481	-	-	52,481
Infrastructure	71,403,662	-	-	591,237	71,994,899
Total Capital Assets, Being Depreciated	87,218,522	290,153	(170,069)	591,237	87,929,843
Less accumulated depreciation:					
Buildings and improvements	3,939,378	288,182	-	-	4,227,560
Furniture, fixtures and equipment	4,314,950	410,509	(170,069)	-	4,555,390
Right to use equipment	-	17,959	-	-	17,959
Infrastructure	30,924,006	1,668,869	-	-	32,592,875
Total Accumulated Depreciation	39,178,334	2,385,519	(170,069)	-	41,393,784
Total Capital Assets, Being Depreciated, Net	48,040,188	(2,095,366)	-	591,237	46,536,059
Governmental Activities Capital Assets, Net	$ 59,023,400	$ (526,202)	$ -	$ -	$ 58,497,198

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General government	$ 134,033
Public safety	247,090
Parks and recreation	290,568
Public works	1,713,828
Total Depreciation Expense	$ 2,385,519

Note 7: Long-Term Liabilities

The following is a schedule of changes in governmental activities long-term debt for fiscal year ended June 30, 2022.

	Outstanding June 30, 2021	Additions	Deletions	Outstanding June 30, 2022	Due Within One Year
Lease liability (See Note 4)	$ -	$ 52,481	$ 17,871	$ 34,610	$ 17,988

Note 8: Compensated Absences

The City's policies relating to compensated absences are described in Note 1 of the Notes to Financial Statements. The liability will be paid in future years by the General Fund. The following is a schedule of changes in compensated absences for fiscal year ended June 30, 2022.

	Outstanding July 1, 2021	Additions	Deletions	Outstanding June 30, 2022	Due in one year
Accrued Employee Benefits	$ 1,675,834	$ 882,630	$ 811,181	$ 1,747,283	$ 845,766

Note 9: City Employees Retirement Plan - Pension Plans

	Net Pension Liability	Net Pension Asset	Deferred Pension Outflows	Deferred Pension Inflows	Pension Expense (Revenue)
CalPERS					
Miscellaneous Plan	$ -	$5,540,165	$ 8,503,873	$(3,302,383)	$ (9,435,530)
Safety Plan	-	3,859,183	6,467,563	(3,485,261)	(5,817,116)
PARS	(3,753,520)	-	1,434,851	(118,811)	674,930
Total Pension Plans	$(3,753,520)	$9,399,348	$16,406,287	$(6,906,455)	$(14,577,716)

a. California Public Employees' Retirement Plan (CalPERS)

General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefits tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors six rate plans (three miscellaneous and three safety). Benefit provisions under the Plan are established by State statue and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: The Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

Below is a summary of the plan provisions and benefits in effect at June 30, 2022, for which the City of Irwindale has contracted:

Major Benefit Options	Miscellaneous *	Miscellaneous Tier II *	Miscellaneous PEPRA	Safety *	Safety Tier II *	Safety PEPRA
Hire Date	Prior to January 1, 2011	After January 1, 2011 and before January 1, 2013	On or after January 1, 2013	Prior to January 1, 2011	After January 1, 2011 and before January 1, 2013	On or after January 1, 2013
Benefit Provision						
Benefit Formula	2.0% @ 55	2.0% @ 55	2.0% @ 62	3.0% @ 50	3.0% @ 50	2.7% @ 57
Social Security	no	no	no	no	no	no
Full/Modified	full	full	full	full	full	full
Benefit vesting schedule	5 yrs service	5 yrs service	5 yrs service	5 yrs service	5 yrs service	5 yrs service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	minimum 50	minimum 50	minimum 50	minimum 50	minimum 50	minimum 50
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.426% to 2.418%	1.0% to 2.5	3%	3%	1.426% to 2.0%
Required employer contribution rates	11.600%	11.060%	7.730%	25.590%	24.360%	13.980%
Required employee contribution rates	6.910%	6.910%	7.250%	8.990%	8.990%	13.750%

* Closed to new entrants

Employees Covered

At June 30, 2021, measurement date, the following employees were covered by the benefit terms of the Plans:

	Number of Members					
Description	Miscellaneous	Miscellaneous Tier II	Miscellaneous PEPRA	Safety	Safety Tier II	Safety PEPRA
Active members	35	5	26	16	8	4
Transferred members	12	2	4	2	1	1
Terminated members	10	3	3	3	0	1
Retired members and beneficiaries	72	1	0	41	2	0
Total	129	11	33	62	11	6

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The Plan's actuarially determined rate is based on the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the year ended June 30, 2022, the contributions that were recognized as a reduction to the net pension liability were $673,395 and $965,453 for the Miscellaneous Plan and Safety Plan, respectively.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2022, the City of Irwindale reported net pension asset of $5,540,165 and $3,859,183 for the Miscellaneous Plan and Safety Plan, respectively for its proportionate share of the cost sharing plan. The net pension assets for the City's pension plans have been funded from the General Fund, Mining Impact Fund, and the AB939 Fund.

The City of Irwindale's net pension asset for the Plan is measured as its proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2021, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020, rolled forward to June 30, 2021, using standard update procedures. The City's proportion of the net pension asset was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension asset for each Plan as of June 30, 2020 and 2021, was as follows:

Proportions as a percentage of the CalPERS risk pool:

	Miscellaneous	Safety
Proportion - June 30, 2020	0.00851%	0.02001%
Proportion - June 30, 2021	-0.10244%	-0.07136%
Change - Increase (Decrease)	-1303.45395%	-456.62452%

For the year ended June 30, 2022, the City of Irwindale recognized pension income of $9,435,530 and $5,817,116 for the Miscellaneous and Safety Plans, respectively.

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

At June 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Miscellaneous		Safety		Total	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$ 814,904	$ -	$ 1,141,996	$ -	$ 1,956,900	$ -
Differences between expected and actual experiences	-	(621,270)	-	(659,338)	-	(1,280,608)
Net differences between projected and actual earnings on pension plan investments	4,836,271	-	2,296,956	-	7,133,227	-
Differences in proportionate share of contribution	1,463,207	(1,030,753)	1,448,496	(1,233,847)	2,911,703	(2,264,600)
Adjustment due to differences in proportions	1,389,491	(1,650,360)	1,580,115	(1,592,076)	2,969,606	(3,242,436)
Total	$ 8,503,873	$ (3,302,383)	$ 6,467,563	$ (3,485,261)	$ 14,971,436	$ (6,787,644)

Amounts of $814,904 and $1,141,996 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Measurement Period Ended June 30	Miscellaneous Deferred Outflows/ (Inflows) of Resources	Safety Deferred Outflows/ (Inflows) of Resources	Total Deferred Outflows/ (Inflows) of Resources
2022	$ 949,044	$ 326,021	$ 1,275,065
2023	940,220	333,052	1,273,272
2024	1,160,825	549,143	1,709,968
2025	1,336,497	632,090	1,968,587
	$ 4,386,586	$ 1,840,306	$ 6,226,892

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The June 30, 2020 valuation was rolled forward to determine the June 30, 2021 total pension liability, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry Age Normal Cost Method
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Projected Salary Increases	Varies by Entry Age and Service
Mortality Rate Table (1)	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter

(1) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre- retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as followed:

Asset Class (1)	Assumed Asset Allocation	Real Return Years 1 - 10 (2)	Real Return Years 11+ (3)
Public Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Sensitive	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Estate	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

(1) In the System's ACFR, Liquidity is included in Short-Term Investments; Inflation Assets are included in both Public Equity and Fixed Income.
(2) An expected inflation of 2.00% used for this period.
(3) An expected inflation of 2.92% used for this period.
(4) Figures are based on the previous ALM of 2017.

Sensitivity of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability/(asset) of the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is 1% point lower (6.15 percent) or 1% point higher (8.15 percent) than the current rate:

Plan's Net Pension Liability/(Assets)	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate +1% (8.15%)
Miscellaneous	$ 730,481	$ (5,540,165)	$ (10,724,018)
Safety	2,314,002	(3,859,183)	(8,929,691)
Total	$ 3,044,483	$ (9,399,348)	$ (19,653,709)

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports. See CalPERS website for additional information.

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

b. Retirement Enhancement Plan - PARS - Public Agency Retirement System

Plan Descriptions

The City of Irwindale established the PARS Retirement Enhancement Plan (PARS) for its miscellaneous employees to supplement PERS retirement benefits. PARS is a 401(a) tax-qualified single-employer benefit plan made up of California governmental agencies. To be eligible for benefits under this plan, employees must be a full-time or part-time employee, be at least 50 years of age, have completed at least three years of continuous employment with the City as of the last day of employment with the City if hired prior to January 1, 2007, or 10 years of continuous employment if hired on or after January 1, 2007. Employees must terminate employment with the City; concurrently retire under PERS; and have applied for benefits under this plan. PARS supplements the current 2% at 55 PERS benefits to provide a combined total retirement benefit equivalent to a 3% at 55 PERS benefits based on the total credited PERS years of service.

Contribution Description

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. The total plan contributions are determined by an independent pension actuary using information furnished by the City and by PARS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement period ended June 30, 2022, (the measurement date), the employer's contribution rate is 20.66% percent of annual payroll, and no contributions were made by the employees. Employer contribution rates may change if plan contracts are amended. It is the responsibility of the employer to make necessary accounting adjustments to reflect the impact due to any Employer Paid Member Contributions or situations where members are paying a portion of the employer contribution.

Employees Covered

As of the June 30, 2022, the following employees were covered by the benefit terms under the plan:

Active	35
Terminated vested and other inactiv	3
Retirees and beneficiaries	30
Total	68

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ended June 30, 2022 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2021, total pension liability. The June 30, 2021 and the June 30, 2022 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	6.75%
Inflation	2.50%
Salary Increases	Consistent with the rates used to value the Miscellaneous Agency CalPERS Pension Plans (Entry Age 30)
Investment Rate of Return	6.75%
Cost of Living Adjustments	2.00%
Mortality	CalPERS Miscellaneous Non-Industrial Rates
Maximum Benefits and Salary	Salary limits under ICR 401(a)(17)
Beneficiaries	80% of active employees are assumed to be married with with males to be three years older than female partners.

Discount Rate

The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

The table on the next page reflects long-term expected real rate of return by asset class. The projection is of the 30-year average return derived by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation on the plan's current asset allocation. The capital market assumptions are per actuarial investment consulting practice as of June 30, 2022.

US Cash	BAML 3-Mon Tbill	7.65%	0.21%	20.00%
US Core Fixed Income	Bloomberg Barclays Aggregate	38.13%	1.95%	1.84%
US Broad Equity Market	Russell 3000 TR	43.00%	5.70%	4.10%
Foreign Developed Equity	MSCI EAFE NR	5.44%	6.99%	5.25%
Emerging Market Equities	MSCI EM NR	3.90%	9.44%	5.97%
US REITs	FTSE NAREIT Equity REIT	1.88%	6.27%	4.11%
Assumed Inflation - Mean			2.35%	2.35%
Assumed Inflation - Standard Deviation			1.25%	1.25%
Portfolio Real Mean Return			4.08%	3.57%
Portfolio Nominal Mean Return (50th Percentile)			6.43%	6.02%
Portfolio Standard Deviation				9.45%
Long-Term Expected Rate of Return				**6.75%**

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

A blended discount rate is generally required to be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate will often require that the actuary perform complex projects of future benefit payments and asset values. Alternative evaluations of projected solvency are allowed if such evaluation can reliability be made.

Pension Plan Fiduciary Net Position

The following table shows the changes in net pension liability recognized over the measurement period:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Assets) (c)=(a)-(b)
Balance as of June 30, 2021	$ 11,751,590	$ 9,568,095	$ 2,183,495
Changes for the year:			
Service Cost	194,559	-	194,559
Interest on Total Pension Liability	787,629	-	787,629
Effect of Plan Changes	-	-	-
Effect of Economic/Demographic Gains or Losses	-	-	-
Effect of Assumptions Changes or Inputs	-	-	-
Benefit Payments	(564,348)	(564,348)	-
Employer Contributions	-	744,770	(744,770)
Member Contributions	-	23,593	(23,593)
Net Investment Income	-	(1,339,397)	1,339,397
Administrative Expenses	-	(16,803)	16,803
Balance as of June 30, 2022	$ 12,169,430	$ 8,415,910	$ 3,753,520

The net pension liabilities for the City's pension plan have been liquidated by funding from the General Fund, Mining Impact Fund, and the AB939 Fund.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the City of Irwindale, calculated using the discount rate of 6.75%, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	Discount Rate - 1% (5.75%)	Current Discount Rate (6.75%)	Discount Rate + 1% (7.75%)
Total Pension Liability	$ 13,252,887	$ 12,169,430	$ 11,216,658
Fiduciary Net Position	8,415,910	8,415,910	8,415,910
Net Pension Liability	$ 4,836,977	$ 3,753,520	$ 2,800,748

Note 9: City Employees Retirement Plan - Pension Plans (Continued)

As of the start of the measurement period, July 1, 2021, the net pension liability was $2,183,495. For the measurement period ending June 30, 2022, the City of Irwindale incurred a pension expense of $674,930 for the Plan. As of the measurement date of June 30, 2022, the net pension liability is $3,753,520.

Note that no adjustments have been made for contributions subsequent to the measurement date. Adequate treatment of any contributions made after the measurement date is the responsibility of the employer.

As of June 30, 2022, the City of Irwindale has deferred outflows and deferred inflows of resources related to pensions as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 592,840	$ -
Changes of assumptions	-	(118,811)
Net difference between projected and actual earnings	842,011	-
Total	$ 1,434,851	$ (118,811)

Amounts reported as deferred outflows of resources related to pensions will be recognized in future pension expense as follows:

Year Ended June 30	Deferred Outflows (Inflows) of Resources
2023	360,495
2024	326,398
2025	210,127
2026	419,020
	$ 1,316,040

Note 10: Other Post-Employment Employee Benefits

Plan Description

The City has established a qualified OPEB trust with the California Employers' Retiree Benefit Trust Fund (CERBT), an agent multiple-employer plan, to fund future benefits. The City provides medical insurance for its retired employees according to the Personnel Rules and Regulations. The authority to do so is included in the Memorandum of Understanding between the City and each of its employee groups and ultimately passed by Council action.

For employees hired before July 1, 2010, the plan provides lifetime benefits towards medical insurance for all employees who retire from the City on or after attaining the age of 50 with at least five years of service. For employees hired after July 1, 2010, retiree medical benefits will be implemented in accordance with the vesting resolution with CalPERS which mirrors the state plan for contribution levels; requiring 10 years of service for 50% contribution of state designated amount towards retiree medical premiums and 20 years of service for 100% contribution of state designated amount towards retiree medical premiums.

Note 10: Other Post-Employment Employee Benefits (Continued)

Contributions

The contribution requirements of plan members and the City are established and may be amended by the City, City Council and/or the employee association. Currently, contributions are not required from plan members. The City pays current benefits on a pay- as-you-go basis and makes additional contribution to the California Employers' Retiree Benefit Trust Fund (CERBT) to fund future benefits. For the measurement date ended June 30, 2021, the City's cash contributions were $816,052 in total payments, which were recognized as a reduction to the OPEB liability.

Employees Covered

As of the June 30, 2021, actuarial valuation, the following current and former employees were covered by the benefit terms under the plan:

Active	83
Inactive employees or beneficiaries currently receiving benefits	81
Inactive employees entitled to, but not yet receiving benefits	-
Total	164

Net OPEB Liability

The results of the June 30, 2021 valuation was based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions	
Discount Rate	6.75%
Inflation	2.50%
Salary Increases	2.75% per year
Investment Rate of Return	6.75%, net of expenses
Mortality Rate	2017 CalPERS Active Mortality for Miscellaneous Employees
Pre-Retirement Turnover	According to the CalPERS 2017 Turnover rate tables
Healthcare Trend Rate	4.00% per year

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. The expected investment return was offset by investment expenses of 25 basis points. The assumed asset allocation and assumed rate of return for each asset class are summarized in the following table:

Asset Class	Percentage of Portfolio	Assumed Gross Return
All Equities	59.000%	7.545%
All Fixed Income	25.000%	4.250%
Real Estate Investment Trusts	8.000%	7.250%
Treasury Inflation Protected Securities	5.000%	3.000%
Commodities	3.000%	7.545%
Total	100.000%	

Note 10: Other Post-Employment Employee Benefits (Continued)

Discount Rate

The discount rate used to measure the total OPEB liability was 6.75 percent. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the OPEB Liability

The changes in the net OPEB liability for the Plan are as follows:

	Increase(Decrease)		
	Total OPEB Liability/(Assets)	Plan Fiduciary Net Position (b)	Net OPEB Liability/(Assets) (c) = (a) - (b)
Balance at June 30,2020 (valuation date 6/30/2020)	$ 17,631,699	$ 5,270,842	$ 12,360,857
Changes recognized over the measurement period:			
Service Cost	335,912	-	335,912
Interest	1,245,976	1,448,893	(202,917)
Contributions as Benefit Payments - employer	-	816,052	(816,052)
Benefit Payments	(816,052)	(816,052)	-
Experience (Gains)/Losses	252,667	-	252,667
Changes in Assumptions	1,167,269	-	1,167,269
Administrative expense	-	(1,994)	1,994
Net Changes	2,185,772	1,446,899	738,873
Balance at June 30, 2021 (measurement date 06/30/2021)	$ 19,817,471	$ 6,717,741	$ 13,099,730

The net OPEB liabilities for the City's pension plan have been liquidated by funding from the General Fund.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2021:

	1% Decrease (5.75%)	Current Discount Rate -6.75%	1% Increase (7.75%)
Net OPEB Liability	$ 15,655,848	$ 13,099,730	$ 10,986,012

Note 10: Other Post-Employment Employee Benefits (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the City if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for measurement period ended June 30, 2021:

	1% Decrease (3.00%)	Current Healthcare Cost Trend Rates (4.00%)	1% Increase (5.00%)
Net OPEB Liability	$ 10,724,579	$ 13,099,730	$ 16,015,070

OPEB Plan Fiduciary Net Position

CalPERS issues a separate Annual Comprehensive Financial Report. Copies of the annual financial report may be obtained from the CalPERS Executive Office at 400 P Street, Sacramento, California, 95814.

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2022, the City recognized OPEB expense of $1,476,901. As of fiscal year, ended June 30, 2022, the City reported deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB contributions subsequent to measurement date	$ 790,028	$ -
Changes of assumptions	1,002,864	
Difference between expected and actual experience	1,520,134	(135,863)
Differences between projected and actual return on assets	122,333	(872,507)
Total	**$ 3,435,359**	**$ (1,008,370)**

Amounts of $790,028 are reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2023. Amounts reported as deferred inflows of resources related to OPEB will be recognized in future OPEB expenses as follows:

Year Ended June 30	Deferred Outflows (Inflows) of Resources
2023	$ 261,909
2024	270,409
2025	262,190
2026	226,894
Thereafter	615,559
	$ 1,636,961

Note 11: Risk Management

a. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of Irwindale is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 124 California public entities and is organized under a joint power's agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The California JPIA began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

b. Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter, for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Excess Liability

Claims are pooled separately between police and general government exposures. The City has a retained limit of $150,000 per occurrence for liability. Outstanding claim obligations of the City are reported when it is probable that a loss has occurred, and the amount of the loss can be reasonably estimated.

The City pays an annual contribution to CJPIA and may share in any member refunds in the event that pooled funding ultimately exceeds the cost of pooled claims and claim-related expenses, conversely, the City may be required to pay additional contributions as necessary based upon CJPIA's operating results.

Additional claims and lawsuits have been filed against the City in the normal course of business. It is reasonably possible that the City may be liable for claims not to exceed $150,000 per occurrence. In the opinion of management, the resolution of these matters will not have a material adverse effect on the financial condition of the City.

Primary Workers' Compensation Program

Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $50,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $50,000 to $100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $100,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

Note 11: Risk Management (Continued)

For 2021-22 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

c. Purchased Insurance

Pollution Legal Liability Insurance

The City of Irwindale participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City of Irwindale. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million for the 3-year period from July 1, 2019, through July 1, 2022. Each member of the Authority has a $10 million sub-limit during the 3-year policy term.

Property Insurance

The City of Irwindale participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City of Irwindale property is currently insured according to a schedule of covered property submitted by the City of Irwindale to the Authority. City of Irwindale property currently has all-risk property insurance protection in the amount of $56,347,927. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

Crime Insurance

The City of Irwindale purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

d. Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2021-22.

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency

The California Supreme Court upheld Assembly Bill 1X 26 ("the Bill") that provides for the dissolution of all redevelopment agencies in the State of California. This action impacted the reporting entity of the City of Irwindale that previously had reported a redevelopment agency within the reporting entity of the City as a blended component unit.

The Bill provided that upon dissolution of a redevelopment agency, either the city or another unit of local government will agree to serve as the "successor agency" to hold the assets until they are distributed to other units of state and local government. On January 11, 2012, the City Council elected to become the Successor Agency for the former redevelopment agency in accordance with the Bill as part of City resolution number 2012-08-2547. In accordance with the timeline set forth in the Bill (as modified by the California Supreme Court on

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

December 29, 2011) all redevelopment agencies in the State of California were dissolved and ceased to operate as a legal entity as of February 1, 2012.

After enactment of the law, which occurred on June 28, 2011, redevelopment agencies in the State of California cannot enter into new projects, obligations or commitments. Subject to the control of a newly established oversight board, remaining assets can only be used to pay enforceable obligations in existence at the date of dissolution (including the completion of any unfinished projects that were subject to legally enforceable contractual commitments).

Successor agencies will only be allocated revenue in the amount that is necessary to pay the estimated annual installment payments on enforceable obligations of the former redevelopment agency until all enforceable obligations of the prior redevelopment agency have been paid in full and all assets have been liquidated.

a. Cash and Investments

Cash and investments reported in the accompanying financial statements consisted of the following:

Cash and investments pooled with the City	$ 13,392,336
Cash and investments with fiscal agent	3,457,178
Total cash and investments	$ 16,849,514

b. Long-Term Debt

Long-term liability activity for the year ended June 30, 2022, was as follows:

	Outstanding June 30, 2021	Additions	Deletions	Outstanding June 30, 2022	Due Within One Year
Public Offerings:					
Tax Allocation Bonds:					
2005 Tax Allocation Housing Parity Bonds	$ 8,865,000	$ -	$ 1,240,000	$ 7,625,000	$ 1,305,000
2006 Tax Allocation Refunding Parity Bonds	17,045,000	-	2,730,000	14,315,000	2,880,000
2006 Subordinate Lien Tax Allocation Refunding Bonds	7,595,000	-	1,100,000	6,495,000	1,155,000
2014 Tax Allocation Refunding Parity Bonds	3,740,000	-	680,000	3,060,000	715,000
2014 Taxable Housing Tax Allocation Refunding Parity Bonds	1,340,000	-	245,000	1,095,000	260,000
Totals	$ 38,585,000	$ -	$ 5,995,000	32,590,000	$ 6,315,000
			Unamortized bond premium	680,688	
			Unamortized bond discount	(4,003)	
				$ 33,266,685	

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

Tax Allocation Bonds

A description of individual issues of bonds outstanding at June 30, 2022, follows:

2005 Taxable Housing Tax Allocation Parity Bonds

On August 2, 2005, the former redevelopment agency issued $17,445,000 of Taxable Housing Tax Allocation Parity Bonds to refinance the outstanding balance of the 1998 Tax Allocation Housing Refunding Bonds and to finance low- and moderate-income housing activities of the former redevelopment agency. The 2005 Taxable Housing Tax Allocation Parity Bonds were payable on a parity with certain obligations of the former redevelopment agency solely from certain Housing Set-Aside Revenues of the former redevelopment agency. The bonds consist of $5,225,000 serial bonds maturing from August 2006 through August 2017 bearing annual interest ranging from 4.32% to 5.25%, $5,900,000 term bonds due August 1, 2022, bearing annual interest at 5.4%, and $6,320,000 term bonds due August 1, 2026, bearing annual interest at 5.53%. Interest on the bonds is payable beginning February 1, 2006, and semi-annually thereafter on August 1 and February 1. The outstanding balance as of June 30, 2022, is $7,625,000.

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2005 Taxable Housing Tax Allocation Parity Bonds	
	Principal	Interest
2023	$ 1,305,000	$ 384,731
2024	1,380,000	311,339
2025	1,455,000	232,951
2026	1,535,000	150,278
2027	1,950,000	53,918
Totals	$ 7,625,000	$ 1,133,217

The outstanding bonds contain a provision that if an event of default should occurred and is continuing, the Trustee may, and shall if requested in writing by the Insurer or the Owners of a majority in aggregate principal amount of the bonds then outstanding (a) declare the principal of the bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the bonds to the contrary notwithstanding, and (b) upon receipt of any indemnity satisfaction to it from any liability or expense, exercise any other remedies available to the Trustee and the Owner in law or at equity.

2006 Tax Allocation Refunding Parity Bonds

In July 2006, the former redevelopment agency issued the City Industrial Development Project 2006 Tax Allocation Refunding Parity Bonds in the amount of $44,035,000 for the purpose of refunding, on a current basis, the Agency's 1996 Senior Lien Tax Allocation Bonds. The 2006 Tax Allocation Refunding Parity Bonds were payable on a parity with certain obligations of the former redevelopment agency solely from certain tax increment revenues allocated to the former redevelopment agency as further discussed in each official statement of the issue. The bonds consist of $18,465,000 serial bonds maturing

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

from January 15, 2007 through July 15, 2017, bearing annual interest ranging from 4.25% to 5.25%, and term bonds ranging from $2,275,000 to $3,510,000 due July 15, 2020, through 2026, respectively, and bearing annual interest at 5.25% and 5.85%, respectively. Interest on the bonds is payable semi-annually on January 15 and July 15. The outstanding balance as of June 30, 2022 was $14,315,000.

The annual requirements to amortize the outstanding bond indebtedness as of June 30, 2022, including interest, are as follows:

Year Ending June 30,	2006 Tax Allocation Refunding Parity Bonds	
	Principal	Interest
2023	$ 2,880,000	$ 785,498
2024	3,045,000	623,438
2025	3,225,000	445,039
2026	3,410,000	253,744
2027	1,755,000	51,334
Totals	$ 14,315,000	$ 2,159,053

The outstanding bonds contain a provision that if an event of default should occurred and is continuing, the Trustee may (with the consent of the Insurer), if requested in writing by the Owners of a majority in aggregate principal amount of the bonds then outstanding the Trustee shall, (a) declare principal of the bonds, together with the accrued interest thereon, to be due and payable immediately and upon any such declaration the same shall become immediately due and payable, anything in the Indenture or in the bonds to the contrary notwithstanding, and (b) exercise any other remedies available to the Trustee and the Owners in law or at equity.

2006 Subordinate Lien Tax Allocation Refunding Bonds

In October 2006, the former redevelopment agency issued the City Industrial Development Project 2006 Subordinate Lien Tax Allocation Refunding Bonds in the amount of $18,505,000 for the purpose of refunding, on a current basis, the former redevelopment agency's 1996 Subordinate Lien Tax Allocation Bond. The 2006 Subordinate Lien Tax Allocation Refunding Bonds were payable on a subordinate basis to certain obligations of the former redevelopment agency solely from certain tax increment revenues allocated to the former redevelopment agency as further discussed in each official statement for the issue. The bonds consist of $18,505,000 serial bonds ranging from $565,000 to $1,475,000 maturing from December 1, 2007 through June 1, 2026, bearing annual interest ranging from 4.50% to 5.50%, due December 1, 2007 through 2026, respectively. Interest on the bonds is payable annually on December 1. The outstanding balance as of June 30, 2022, was $6,495,000.

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2006 Subordinate Lien Tax Allocation Refunding Bonds Principal	Interest
2023	$ 1,155,000	$ 325,463
2024	1,220,000	260,150
2025	1,285,000	191,263
2026	2,835,000	118,525
Totals	$ 6,495,000	$ 895,401

The outstanding bonds contain a provision that if an event of default should occur and continuance of an event of default as defined herein, Insurer shall be entitled to control and direct the enforcement of all rights and remedies grants to the Owners or the Trustee for the benefit of the Owners under the Indenture including, without limitation (i) right to accelerate the principal of the 2006 Bonds as described in the Indenture, and (ii) the right to annul any declaration of acceleration, and Insurer shall also be entitled to approve all waivers of events of default.

2014 Tax Allocation Refunding Parity Bonds

In April 2014, the Successor Agency issued the City Industrial Development Project 2014 Tax Allocation Refunding Parity Bonds in the amount of $7,910,000 for the purpose of refunding, on a current basis, the former redevelopment agency previously issued $14,175,000 City Industrial Development Project 2002 Tax Allocation Senior Parity Bonds. The 2002 Tax Allocation Senior Parity Bonds were payable and secured solely from non-housing tax revenues. Interest on the bonds is payable semi-annually on January 15 and July 15, commencing July 15, 2014. The bonds carry various interest rates from 2.0% to 5.0%. Principal maturities begin July 15, 2014 and continue through 2025. The outstanding balance as of June 30, 2022, was $3,060,000.

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2014 Tax Allocation Refunding Parity Bonds Principal	Interest
2023	$ 715,000	$ 103,225
2024	750,000	66,600
2025	785,000	36,075
2026	810,000	12,150
Totals	$ 3,060,000	$ 218,050

The outstanding bonds contain a provision that if an event of default should occur and is continuing, the Trustee may, and if requested in writing by the Owners of a majority in aggregate principal amount of the bonds then outstanding, the Trustee shall, (a) declare the principal of the bonds, together with the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture to the contrary notwithstanding, and (b) upon receipt of indemnity satisfactory to it from any liability or expense, exercise any other remedies available to the Trustee and the Owners in law or at equity.

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

2014 Taxable Housing Tax Allocation Refunding Parity Bonds

In April 2014, the Successor Agency issued the City Industrial Development Project 2014 Taxable Housing Tax Allocation Refunding Parity Bonds in the amount of $2,915,000 for the purpose of refunding, on a current basis, the former redevelopment agency's previously issued $17,445,000 City Industrial Development Project 2005 Taxable Housing Tax Allocation Parity Bonds. The 2002 Tax Allocation Senior Parity Bonds were payable and secured solely from housing tax revenues to be derived from the project area. Interest on the bonds is payable semi-annually on January 15 and July 15, commencing July 15, 2014. The bonds carry various interest rates from 2.0% to 5.0%. Principal maturities begin July 15, 2014 and continue through 2025. The outstanding balance as of June 30, 2022, was $1,095,000.

The annual requirements to amortize the outstanding bond indebtedness, including interest, are as follows:

Year Ending June 30,	2014 Tax Allocation Housing Tax Allocations Refunding Parity	
	Principal	Interest
2023	$ 260,000	$ 44,894
2024	265,000	33,406
2025	275,000	20,913
2026	295,000	7,191
Totals	$ 1,095,000	$ 106,404

The outstanding bonds contain a provision that if an event of default should occur and is continuing, the Trustee may, and if requested in writing by the Owners of a majority in aggregate principal amount of the bonds then outstanding, the Trustee shall, (a) declare the principal of the bonds, together with the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in the Indenture to the contrary notwithstanding, and (b) upon receipt of indemnity satisfactory to it from any liability or expense, exercise any other remedies available to the Trustee and the Owners in law or at equity.

Pledged Revenue

The City pledged, as security for bonds issued, either directly or through the Financing Authority, a portion of tax increment revenue (including Low and Moderate Income Housing set-aside and pass through allocations) that it receives. The bonds issued were to provide financing for various capital projects, accomplish Low and Moderate Income Housing projects and to defease previously issued bonds. Assembly Bill 1X 26 provided that upon dissolution of the Redevelopment Agency, property taxes allocated to redevelopment agencies no longer are deemed tax increment but rather property tax revenues and will be allocated first to successor agencies to make payments on the indebtedness incurred by the dissolved redevelopment agency. Total principal and interest remaining on the debt is $37,102,125 with annual debt service requirements as indicated above. For the current year, the total property tax revenue recognized by the Successor Agency for the payment of indebtedness incurred by the dissolved redevelopment agency $0 and the debt service obligation on the bonds was $7,966,300.

Note 12: Successor Agency Trust for Assets of Former Redevelopment Agency (Continued)

c. Insurance

The Successor Agency is covered under the City of Irwindale's insurance policies. Therefore, the limitation and self-insured retentions applicable to the City also apply to the Successor Agency. Additional information as to coverage and self-insured retentions can be found in Note 11.

Note 13: Related Party Transaction

During fiscal year 2021-2022 the Irwindale Community Foundation received a $250,000 donation from Huy Fong Foods, Inc. On October 19, 2021, the Foundation's Board designated the funds to be applied to the following activities:

Library	$ 8,700
Senior Citizen Center	6,600
Recreation	27,400
Community events	45,550
Total	$88,250

Additionally on October 19, 2021, the Foundation's Board authorized the transfer of $88,250 to the City through Resolution No. ICF 2021-96-3308.

Note 14: Commitments and Contingencies

There are certain claims and lawsuits pending against the City that seek monetary damages. As of June 30, 2022, in the opinion of City management, there was no additional outstanding matters that would have a significant effect on the financial position of the City.

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CITY OF IRWINDALE

MISCELLANEOUS PLAN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2022	2021	2020	2019
Proportion of the Net Pension Liability	-0.29177%	0.02196%	0.95223%	0.15788%
Proportionate Share of the Net Pension Liability/(Asset)	$ (5,540,165)	$ 926,142	$ 3,813,222	$ 5,950,032
Covered Payroll	$ 4,918,304	$ 5,041,489	$ 4,553,394	$ 4,292,439
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	-112.64%	18.37%	83.74%	138.62%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	90.49%	77.71%	75.30%	75.30%

Notes to Schedule:

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: None.

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

2018	2017	2016	2015
0.24523%	0.23653%	0.21859%	0.22610%
$ 9,666,931	$ 8,216,929	$ 5,996,900	$ 5,588,070
$ 3,946,594	$ 3,660,664	$ 3,567,161	$ 3,363,343
244.94%	224.47%	168.11%	166.15%
73.30%	74.10%	78.30%	81.00%

CITY OF IRWINDALE

MISCELLANEOUS PLAN
SCHEDULE OF PLAN CONTRIBUTIONS
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2022	2021	2020	2019
Actuarially Determined Contribution	$ 586,048	$ 524,235	$ 481,070	$ 425,569
Contribution in Relation to the Actuarially Determined Contribution	(814,904)	(673,395)	(4,089,313)	(3,866,108)
Contribution Deficiency (Excess)	$ (228,856)	$ (149,160)	$ (3,608,243)	$ (3,440,539)
Covered Payroll	$ 5,673,204	$ 4,918,304	$ 5,041,489	$ 4,553,394
Contributions as a Percentage of Covered Payroll	14.36%	13.69%	81.11%	84.91%
	$ 8,666,211	$ 7,624,471	$ 8,219,472	$ 7,595,210

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

Note to Schedule:

Valuation Date:	June 30, 2020
Methods and assumptions used to determine contribution rates:	Changes of Assumptions: None.
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization method	Level Percent of Payroll, closed 20 years
Assets valuation method	Fair value
Inflation	2.50%
Salary Increases	Varies by entry age and service
Payroll Growth	2.875%
Investment rate of return	7.15%
Mortality	The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table, please refer to the 2017 experience study report.

2018	2017	2016	2015
$ 719,281	$ 610,791	$ 541,695	$ 421,414
(4,116,032)	(610,791)	(541,695)	(421,414)
$ (3,396,751)	$ -	$ -	$ -
$ 4,292,439	$ 3,946,594	$ 3,660,664	$ 3,567,161
95.89%	15.48%	14.80%	11.81%

CITY OF IRWINDALE

SAFETY PLAN
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2022	2021	2020	2019
Proportion of the Net Pension Liability	-0.10996%	0.03674%	0.07728%	0.12015%
Proportionate Share of the Net Pension Liability/(Asset)	$ (3,859,183)	$ 2,447,637	$ 4,823,965	$ 7,049,987
Covered Payroll	$ 2,706,167	$ 3,177,983	$ 3,041,816	$ 2,782,130
Proportionate Share of the Net Pension Liability as Percentage of Covered Payroll	-142.61%	77.02%	158.59%	253.40%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	86.61%	73.12%	75.30%	75.30%

Notes to Schedule:

Benefit Changes: There were no changes in benefits.

Changes of Assumptions: None.

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

2018	2017	2016	2015
0.17896%	0.17987%	0.17516%	0.16333%
$ 10,693,035	$ 9,315,683	$ 7,217,544	$ 6,216,449
$ 2,676,103	$ 2,616,364	$ 2,350,221	$ 2,186,973
399.57%	356.05%	307.10%	284.25%
73.30%	74.10%	78.30%	81.00%

CITY OF IRWINDALE

SAFETY PLAN
SCHEDULE OF PLAN CONTRIBUTIONS
COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2022	2021	2020	2019
Actuarially Determined Contribution	$ 827,065	$ 734,338	$ 700,216	$ 647,217
Contribution in Relation to the Actuarially Determined Contribution	(1,141,996)	(965,453)	(4,091,973)	(4,206,678)
Contribution Deficiency (Excess)	$ (314,931)	$ (231,115)	$ (3,391,757)	$ (3,559,461)
Covered Payroll	$ 2,993,007	$ 2,706,167	$ 3,177,983	$ 3,041,816
Contributions as a Percentage of Covered Payroll	38.16%	35.68%	128.76%	138.29%

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

Note to Schedule:

Valuation Date:	June 30, 2020
Methods and assumptions used to determine contribution rates:	Changes of Assumptions: None.
Actuarial Cost Method	Entry Age Normal Cost Method
Amortization method	Level Percent of Payroll, closed 20 years
Assets valuation method	Fair value
Inflation	2.50%
Salary Increases	Varies by entry age and service
Payroll Growth	2.875%
Investment rate of return	7.15%
Mortality	The mortality table used was developed based on CalPERS' specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB. For more details on this table, please refer to the 2017 experience study report.

2018	2017	2016	2015
$ 1,010,881	$ 895,256	$ 813,764	$ 702,231
(4,614,130)	(895,256)	(813,764)	(702,231)
$ (3,603,249)	$ -	$ -	$ -
$ 2,782,130	$ 2,676,103	$ 2,616,364	$ 2,350,221
165.85%	33.45%	31.10%	29.88%

CITY OF IRWINDALE

RETIREMENT ENHANCEMENT PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

MEASUREMENT PERIOD	2022	2021	2020	2019
TOTAL PENSION LIABILITY				
Service Cost	$ 194,559	$ 189,132	$ 191,206	$ 186,089
Interest on Total Pension Liability	787,629	725,646	702,559	650,863
Effect of Plan Changes	-	(1,562)	-	6,848
Effect of Economic/Demographics Gains or Losses	-	538,964	-	914,098
Effect of Assumptions Changes or Inputs	-	-	-	(415,843)
Benefit Payments	(564,348)	(515,133)	(583,078)	(579,586)
Net Change in Total Pension Liability	**417,840**	**937,047**	**310,687**	**762,469**
Total Pension Liability - Beginning	**11,751,590**	**10,814,543**	**10,503,856**	**9,741,387**
Total Pension Liability - Ending (a)	**$ 12,169,430**	**$ 11,751,590**	**$ 10,814,543**	**$ 10,503,856**
PLAN FIDUCIARY NET POSITION				
Benefit Payments	$ (564,348)	$ (515,133)	$ (583,078)	$ (579,586)
Employer Contributions	744,770	555,300	559,051	488,197
Member Contributions	23,593	20,711	21,063	26,751
Net Investment Income	(1,339,397)	1,970,350	183,556	477,852
Administrative Expenses	(16,803)	(15,451)	(14,380)	(54,670)
Net Change in Fiduciary Net Position	**(1,152,185)**	**2,015,777**	**166,212**	**358,544**
Plan Fiduciary Net Position - Beginning	**9,568,095**	**7,552,318**	**7,386,106**	**7,027,562**
Plan Fiduciary Net Position - Ending (b)	**$ 8,415,910**	**$ 9,568,095**	**$ 7,552,318**	**$ 7,386,106**
Plan Net Pension Liability/(Assets) - Ending (a) - (b)	**$ 3,753,520**	**$ 2,183,495**	**$ 3,262,225**	**$ 3,117,750**
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	**69.16%**	**81.42%**	**69.83%**	**70.32%**
Covered Payroll	**2,806,290**	**2,968,567**	**2,921,452**	**2,923,962**
Plan Net Pension Liability/(Asset) as a Percentage of Covered Payroll	**133.75%**	**73.55%**	**111.66%**	**106.63%**

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

(2) Net of administrative expenses.

Notes to Schedule:

Benefit Changes: There were no significant changes.

Changes of Assumptions: There were no changes in the discount rate, demographic assumptions or inflation rates.

2018	2017	2016	2015
$ 200,039	$ 194,213	$ 224,310	$ 217,777
654,683	673,221	684,249	660,087
-	-	-	-
-	(544,681)	-	-
408,409	192,042	-	-
(691,543)	(858,176)	(578,327)	(546,713)
571,588	**(343,381)**	**330,232**	**331,151**
9,169,799	**9,513,180**	**9,182,948**	**8,851,797**
$ 9,741,387	**$ 9,169,799**	**$ 9,513,180**	**$ 9,182,948**
$ (691,543)	$ (858,176)	$ (578,327)	$ (546,713)
546,242	248,061	524,910	469,394
38,549	10,587	30,941	32,711
522,018	757,582	(60,544)	172,592
(51,768)	(26,690)	(13,193)	(14,360)
363,498	**131,364**	**(96,213)**	**113,624**
6,664,064	**6,532,700**	**6,628,913**	**6,515,289**
$ 7,027,562	**$ 6,664,064**	**$ 6,532,700**	**$ 6,628,913**
$ 2,713,825	**$ 2,505,735**	**$ 2,980,480**	**$ 2,554,035**
72.14%	**72.67%**	**68.67%**	**72.19%**
3,039,766	**2,951,229**	**2,865,271**	**3,300,942**
89.28%	**84.90%**	**104.02%**	**77.37%**

CITY OF IRWINDALE

RETIREMENT ENHANCEMENT PLAN
SCHEDULE OF PLAN CONTRIBUTIONS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2022	2021	2020	2019
Actuarially Determined Contribution	$ 747,485	$ 596,891	$ 604,091	$ 498,568
Contribution in Relation to the Actuarially Determined Contribution	(744,770)	(555,300)	(559,051)	(488,197)
Contribution Deficiency (Excess)	$ 2,715	$ 41,591	$ 45,040	$ 10,371
Actual Contributions as a Percentage of Actuarial Determined Contributions	99.64%	93.03%	92.54%	97.92%
Covered Payroll	$ 2,806,290	$ 2,968,567	$ 2,921,452	$ 2,923,962
Contributions as a Percentage of Covered Payroll	26.54%	18.71%	19.14%	16.70%

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

Note to Schedule:

Valuation Date:	June 30, 2020
Methods and assumptions used to determine contribution rates:	
Actuarial cost method	Entry age normal
Amortization method	Level dollar, closed
Remaining amortization period	11 years
Assets valuation method	None
Inflation	2.50%
Payroll growth	2.75%
Investment rate of return	6.75%
Retirement age	Consistent with rates used to value the Miscellaneous Agency CalPERS Pension Plans "2.0% at age 55". The rates used are those for retirees with 20 years of service.
Mortality	Consistent with non-industrial rates used to value the Miscellaneous CalPERS Pension Plans

2018	2017	2016	2015
$ 517,055	$ 428,931	$ 484,020	$ 469,394
(546,242)	(248,061)	(524,910)	(469,394)
$ (29,187)	$ 180,870	$ (40,890)	$ -
105.64%	57.83%	108.45%	100.00%
$ 3,039,766	$ 2,951,229	$ 2,865,271	$ 3,300,942
17.97%	8.41%	18.32%	14.22%

CITY OF IRWINDALE

RETIREMENT ENHANCEMENT PLAN
SCHEDULE OF INVESTMENT RETURNS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2022	2021	2020	2019
Annual Money-Weighted Rate of Return, Net of Investment Expense	-13.85%	25.99%	2.49%	6.84%

(1) Historical information is required only for measurement for which GASB Statement No. 68 is applicable. Fiscal Year 2015 was the first year of implementation, therefore only eight years are shown.

2018	2017	2016	2015
7.89%	12.33%	-0.92%	2.66%

CITY OF IRWINDALE

SCHEDULE OF CHANGES IN NET OPEB LIABILITY AND RELATED RATIOS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2017	2018	2019	2020	2021
OPEB Liability					
Service cost	$ 260,556	$ 267,721	$ 275,083	$ 326,922	$ 335,912
Interest on the total OPEB liability	945,602	970,201	997,849	1,173,720	1,245,976
Changes in assumptions	-	-	-	-	1,167,269
Benefit payments	(877,377)	(846,449)	(837,754)	(763,891)	(816,052)
Expected Minus Actual Benefit Payments	-	-	(9,055)	(181,919)	(134,528)
Experience Gains/Losses	-	-	2,109,899	-	387,195
Net change in total OPEB liability	**328,781**	**391,473**	**2,536,022**	**554,832**	**2,185,772**
Total OPEB liability - beginning	13,820,591	14,149,372	14,540,845	17,076,867	17,631,699
Total OPEB liability - ending	**14,149,372**	**14,540,845**	**17,076,867**	**17,631,699**	**19,817,471**
Plan Fiduciary Net Position					
Contribution - employer	1,150,227	846,449	837,754	763,891	816,052
Contributions as Benefit Payments - employer	-	-	50,000	-	-
Investment Gains/Losses	-	42,524	(41,091)	(176,501)	1,080,004
Net investment income	408,831	308,311	334,298	356,450	368,889
Benefit payments	(877,377)	(846,449)	(837,754)	(763,891)	(816,052)
Administrative expense	(2,078)	(8,182)	(1,018)	(2,488)	(1,994)
Net change in plan fiduciary net position	**679,603**	**342,653**	**342,189**	**177,461**	**1,446,899**
Plan fiduciary net position - beginning	3,728,936	4,408,539	4,751,192	5,093,381	5,270,842
Plan fiduciary net position - ending (b)	**4,408,539**	**4,751,192**	**5,093,381**	**5,270,842**	**6,717,741**
Net OPEB Liability/(Assets) - ending (a) - (b)	**$ 9,740,833**	**$ 9,789,653**	**$ 11,983,486**	**$ 12,360,857**	**$ 13,099,730**
Plan fiduciary net position as a percentage of the total OPEB liability	31.16%	32.67%	29.83%	29.89%	33.90%
Covered-employee payroll	$ 6,509,959	$ 6,545,334	$ 7,565,795	$ 7,845,408	$ 8,242,890
Net OPEB liability as a percentage of covered-employee payroll	217.35%	222.16%	225.71%	224.74%	240.42%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation, therefore only five years are shown.

Notes to Schedule: None

Changes in assumptions: None

CITY OF IRWINDALE

SCHEDULE OF OPEB CONTRIBUTIONS
AS OF JUNE 30, FOR THE LAST TEN FISCAL YEARS (1)

	2018	2019	2020	2021	2022
Actuarially Determined Contribution	$ 870,790	$ 887,754	$ 763,891	$ 816,052	$ 790,028
Contribution in Relation to the Actuarially Determined Contributions	(870,790)	(887,754)	(763,891)	(816,052)	(790,028)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Covered-employee payroll	$ 6,545,334	$ 7,565,795	$ 7,845,408	$ 8,242,890	$ 8,666,212
Contributions as a percentage of covered-employee payroll	13.30%	11.73%	9.74%	9.90%	9.12%

(1) Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first

Notes to Schedule:

Actuarial methods and assumptions used to set the actuarially determined contribution for Fiscal Year 2022 were from the actuarial valuation June 30, 2021.

Methods and assumptions used to determine contributions:

Actuarial Cost Method	Entry Age, Level Percent of Pay
Actuarial Assumptions	
Discount Rate	6.75%
Inflation	2.50%
Salary Increases	2.75% per year
Investment Rate of Return	6.75%, net of expenses
Mortality Rate	2017 CalPERS Active Mortality for Miscellaneous Employees 2014 CalPERS Mortality for Active Safety Employees
Pre-Retirement Turnover	According to the CalPERS 2017 Turnover rate tables
Healthcare Trend Rate	4.00% per year

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Budgetary Data

General Budget Policies

The City Council approves each year's budget submitted by the City Manager prior to the beginning of the new fiscal year. Public meetings are conducted prior to its adoption by the Council. The budget is prepared by fund, function and activity, and includes information on the past year, current year estimates and requested appropriations for the next fiscal year. Supplemental appropriations, where required during the period, are also approved by the Council. The City Manager is authorized to transfer budgeted appropriations within the control accounts provided no change is made to the total amount for any one fund. Actual expenditures may not exceed budgeted appropriations at the fund level. At fiscal year-end all operating budget appropriations lapse. During the year, several supplementary appropriations were necessary.

Encumbrances

Encumbrances are estimations of costs related to unperformed contracts for goods and services. These commitments are recorded for budgetary control purposes in the General, Special Revenue and similar governmental funds.

Budget Basis of Accounting

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). Accordingly, actual revenues and expenditures can be compared with related budgeted amounts without any significant reconciling items.

As of June 30, 2022, no major funds had an excess of expenditures over appropriations.

The Irwindale Community Foundation Funds did not adopt a budget for fiscal year 2021-22 and therefore a budgetary comparison schedule is not presented.

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CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 41,880,537	$ 41,880,537	$ 41,880,537	$ -
Resources (Inflows):				
Taxes	16,436,570	20,606,720	21,880,727	1,274,007
Licenses and permits	6,453,000	744,300	1,274,644	530,344
Intergovernmental	686,870	360,700	119,505	(241,195)
Charges for services	4,881,390	3,263,080	4,474,252	1,211,172
Use of money and property	707,000	707,000	(2,137,317)	(2,844,317)
Fines and forfeitures	177,000	177,000	186,362	9,362
Contributions	35,000	35,000	50,851	15,851
Miscellaneous	981,530	1,069,780	1,006,815	(62,965)
Transfers in	1,425,780	1,425,780	1,425,780	-
Leases	-	-	52,481	52,481
Amounts Available for Appropriations	**73,664,677**	**70,269,897**	**70,214,637**	**(55,260)**
Charges to Appropriations (Outflow):				
General government	13,106,920	13,909,204	7,528,054	6,381,150
Public safety	7,264,600	8,747,824	7,847,201	900,623
Parks and recreation	2,726,410	3,505,370	2,563,828	941,542
Public works	4,719,350	5,270,776	4,631,170	639,606
Capital outlay	140,400	622,155	140,118	482,037
Debt service:				
Transfers out	5,991,400	3,155,312	592,225	2,563,087
Total Charges to Appropriations	**33,949,080**	**35,210,641**	**23,318,297**	**11,892,344**
Budgetary Fund Balance, June 30	**$ 39,715,597**	**$ 35,059,256**	**$ 46,896,340**	**$ 11,837,084**

See Notes to Required Supplementary Information

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
HOUSING AUTHORITY
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 21,670,354	$ 21,670,354	$ 21,670,354	$ -
Resources (Inflows):				
Use of money and property	25,400	25,400	(10,082)	(35,482)
Amounts Available for Appropriations	**21,695,754**	**21,695,754**	**21,660,272**	**(35,482)**
Charges to Appropriations (Outflow):				
General government	356,580	7,807,343	4,578,524	3,228,819
Total Charges to Appropriations	**356,580**	**7,807,343**	**4,578,524**	**3,228,819**
Budgetary Fund Balance, June 30	**$ 21,339,174**	**$ 13,888,411**	**$ 17,081,748**	**$ 3,193,337**

See Notes to Required Supplementary Information

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
MINING IMPACT FUND
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 14,190,049	$ 14,190,049	$ 14,190,049	$ -
Resources (Inflows):				
Taxes	4,450,000	4,450,000	4,332,565	(117,435)
Use of money and property	25,000	25,000	74,519	49,519
Miscellaneous	250,000	1,000,000	1,000,000	-
Amounts Available for Appropriations	**18,915,049**	**19,665,049**	**19,597,133**	**(67,916)**
Charges to Appropriations (Outflow):				
General government	2,381,060	2,874,941	2,008,832	866,109
Public works	2,303,910	2,626,143	1,913,139	713,004
Transfers out	782,260	4,736,289	490,224	4,246,065
Total Charges to Appropriations	**5,467,230**	**10,237,373**	**4,414,705**	**5,822,668**
Budgetary Fund Balance, June 30	**$ 13,447,819**	**$ 9,427,676**	**$ 15,182,428**	**$ 5,754,752**

See Notes to Required Supplementary Information

Nonmajor Governmental Funds

Special revenue funds are used to account for specific revenues that are legally restricted to expenditures for a particular purpose. Nonmajor special revenue funds for the City of Irwindale are as follows:

Reclamation Fund – This fund accounts for transfers from the Mining Impact Fund pursuant to transfer agreements for the purpose of building the funds to provide financial assurance for the proper reclamation of mining sites in the City.

AB 939 – This fund accounts for revenue received as a result of AB939, adopted by the state in 1989, requiring cities to develop source reduction and recycling programs. Funds for administering these programs are generated through waste collection fees and forwarded to the cities.

Asset Forfeiture – This fund accounts for proportionate funds received from the United States Department of Justice as a result of coordinated drug enforcement efforts. The funds then provide for expenditures in relation to targeting, investigating and prosecuting individuals engaged in drug-trafficking activities, and to seize all assets derived there from.

State Gas Tax Fund – This fund accounts for revenues apportioned to the City by the State, pursuant to the Streets and Highways Code of the State of California, which provide for street maintenance and improvements.

Air Quality Improvement – This fund accounts for the City's share of revenue received under AB 2766 to be used to reduce air pollution from motor vehicles pursuant to the California Clean Air Act of 1988.

Proposition A – This fund accounts for the City's share of the half cent sales tax levied in Los Angeles County effective July 1982, which provides for local transit related expenditures.

Proposition C – This fund accounts for the City's share of the half cent sales tax levied in Los Angeles County effective November 1990, which provides for local transit related expenditures.

Measure R – This fund accounts for the City's share of the half cent sales tax approved by Los Angeles County voters, effective July 1, 2009. Measure R funds are distributed on a per capita basis and are to be used specifically for transportation purposes.

TDA Article 3 – This fund accounts for funds received under SB821, which include State Bikeway monies to fund the development of Facilities for use of bicycles and pedestrians.

Federal Grants – This fund accounts for the tracking of various federally funded grants received either directly from the United States government, or as pass-through funds.

Community Development Block Grant – This fund is required by federal regulations to account for the use of grant funds received from the federal government. Other revenues in this fund are reimbursements of loans to beneficiaries of a particular housing program or the sale of real property in the furtherance of block grant programs. All such other revenue are "program income" and are considered to be federal revenues.

State Grants – This fund accounts for grants received from the State of California Metro Division and the State of California Department of Transportation. These grants provide for the construction of accessible public transportation.

Citizen's Options for Public Safety (COPS) Fund – This fund accounts for the City's portion of funds distributed to local agencies, pursuant to the AB 2339 COPS grant, which provide for law enforcement related expenditures.

Asset Forfeiture - State – This fund accounts for proportionate funds received from the California Department of Justice as a result of coordinated drug enforcement efforts. The funds then provide for expenditures in relation to targeting, investigating and prosecuting individuals engaged in drug-trafficking activities, and to seize all assets derived there from.

Measure M – This fund accounts for the City's share of the half cent sales tax approved by Los Angeles County voters, effective November 9, 2016. Measure M is to improve transportation and ease traffic congestion consistent with the Measure M Ordinance #16-01.

Safe Clean Water Program - Measure W – This fund accounts for dedicated funding for stormwater and urban runoff to increase local water supply, improve water quality, and protect public health by implementing a parcel tax of 2.5% per square foot of impermeable area, surfaces covered by hardscape-like materials such as concrete and asphalt.

Development Impact Fees – This fund accounts for funding to the City for future construction or expansion of government facilities necessary to mitigate the impact of new developments in the City.

Irwindale Community Foundation – This fund is to support the City of Irwindale and residents of the City of Irwindale by providing funding, through grants, donations, and corporate support, for community benefits and services to benefit the community within the present and future boundaries of the City of Irwindale

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022

	Special Revenue Funds			
	Reclamation	AB939	Asset Forfeiture	State Gas Tax
Assets:				
Pooled cash and investments	$ 10,869,110	$ 978,186	$ 123,529	$ 187,743
Receivables:				
Accounts	121,687	26,957	-	-
Taxes	-	-	-	8,395
Accrued interest	18,656	1,586	94	372
Total Assets	**$ 11,009,453**	**$ 1,006,729**	**$ 123,623**	**$ 196,510**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ 297	$ 1,452	$ 152	$ -
Accrued liabilities	-	3,448	-	-
Due to other funds	-	-	-	-
Total Liabilities	**297**	**4,900**	**152**	**-**
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	**-**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Community development projects	-	-	-	-
Public safety - police activities	-	-	123,471	-
Parks and recreation	-	-	-	-
Public works	11,009,156	1,001,829	-	196,510
Unassigned	-	-	-	-
Total Fund Balances	**11,009,156**	**1,001,829**	**123,471**	**196,510**
Total Liabilities and Fund Balances	**$ 11,009,453**	**$ 1,006,729**	**$ 123,623**	**$ 196,510**

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022 (CONTINUED)

	Special Revenue Funds			
	Air Quality Improvement	Proposition A	Proposition C	Measure R
Assets:				
Pooled cash and investments	$ 5,607	$ 44,065	$ 6,064	$ 48,378
Receivables:				
Accounts	474	-	-	-
Taxes	-	-	-	-
Accrued interest	8	92	24	91
Total Assets	**$ 6,089**	**$ 44,157**	**$ 6,088**	**$ 48,469**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ -
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	**-**	**-**	**-**	**-**
Deferred Inflows of Resources:				
Unavailable revenues	474	-	-	-
Total Deferred Inflows of Resources	**474**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Community development projects	-	-	-	-
Public safety - police activities	-	-	-	-
Parks and recreation	-	-	-	-
Public works	5,615	44,157	6,088	48,469
Unassigned	-	-	-	-
Total Fund Balances	**5,615**	**44,157**	**6,088**	**48,469**
Total Liabilities and Fund Balances	**$ 6,089**	**$ 44,157**	**$ 6,088**	**$ 48,469**

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022

	Special Revenue Funds			
	TDA Article 3	Federal Grants	Community Development Block Grant	State Grants
Assets:				
Pooled cash and investments	$ -	$ -	$ 1,246	$ -
Receivables:				
Accounts	10,000	45,589	-	251,170
Taxes	-	-	-	-
Accrued interest	-	-	-	-
Total Assets	**$ 10,000**	**$ 45,589**	**$ 1,246**	**$ 251,170**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 5,165
Accrued liabilities	-	381	-	-
Due to other funds	10,000	45,722	-	255,838
Total Liabilities	**10,000**	**46,103**	**-**	**261,003**
Deferred Inflows of Resources:				
Unavailable revenues	-	45,589	-	247,852
Total Deferred Inflows of Resources	**-**	**45,589**	**-**	**247,852**
Fund Balances:				
Restricted for:				
Community development projects	-	-	1,246	-
Public safety - police activities	-	-	-	-
Parks and recreation	-	-	-	-
Public works	-	-	-	-
Unassigned	-	(46,103)	-	(257,685)
Total Fund Balances	**-**	**(46,103)**	**1,246**	**(257,685)**
Total Liabilities and Fund Balances	**$ 10,000**	**$ 45,589**	**$ 1,246**	**$ 251,170**

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022 (CONTINUED)

	Special Revenue Fund			
	COPS	Asset Forfeiture - State	Measure M	Safe Clean Water Program
Assets:				
Pooled cash and investments	$ 200,390	$ 1,326	$ 5,514	$ 846,741
Receivables:				
Accounts	-	-	-	-
Taxes	-	-	-	-
Accrued interest	381	2	18	1,083
Total Assets	**$ 200,771**	**$ 1,328**	**$ 5,532**	**$ 847,824**
Liabilities, Deferred inflows of Resources, and Fund Balances:				
Liabilities:				
Accounts payable	$ 23,852	$ -	$ -	$ -
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	**23,852**	**-**	**-**	**-**
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	**-**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Community development projects	-	-	-	-
Public safety - police activities	176,919	1,328	-	-
Parks and recreation	-	-	-	-
Public works	-	-	5,532	847,824
Unassigned	-	-	-	-
Total Fund Balances	**176,919**	**1,328**	**5,532**	**847,824**
Total Liabilities and Fund Balances	**$ 200,771**	**$ 1,328**	**$ 5,532**	**$ 847,824**

CITY OF IRWINDALE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2022

	Special Revenue Funds		
	Development Impact Fees	Irwindale Community Foundation	Total Governmental Funds
Assets:			
Pooled cash and investments	$ 475,739	$ 182,179	$ 13,975,817
Receivables:			
Accounts	-	-	455,877
Taxes	-	-	8,395
Accrued interest	663	-	23,070
Total Assets	**$ 476,402**	**$ 182,179**	**$ 14,463,159**
Liabilities, Deferred inflows of Resources, and Fund Balances:			
Liabilities:			
Accounts payable	$ -	$ 2,261	$ 33,179
Accrued liabilities	-	-	3,829
Due to other funds	-	-	311,560
Total Liabilities	**-**	**2,261**	**348,568**
Deferred Inflows of Resources:			
Unavailable revenues	-	-	293,915
Total Deferred Inflows of Resources	**-**	**-**	**293,915**
Fund Balances:			
Restricted for:			
Community development projects	-	-	1,246
Public safety - police activities	-	-	301,718
Parks and recreation	-	179,918	179,918
Public works	476,402	-	13,641,582
Unassigned	-	-	(303,788)
Total Fund Balances	**476,402**	**179,918**	**13,820,676**
Total Liabilities and Fund Balances	**$ 476,402**	**$ 182,179**	**$ 14,463,159**

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CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

	Special Revenue Funds			
	Reclamation	AB939	Asset Forfeiture	State Gas Tax
Revenues:				
Taxes	$ -	$ 312,587	$ -	$ -
Intergovernmental	-	-	94,142	68,756
Charges for services	-	-	-	-
Use of money and property	51,238	4,362	93	1,022
Miscellaneous	1,839,254	-	2,850	-
Total Revenues	**1,890,492**	**316,949**	**97,085**	**69,778**
Expenditures:				
Current:				
General government	-	-	-	2,984
Public safety	-	-	7,079	-
Parks and recreation	-	-	-	-
Public works	57,168	274,363	-	-
Capital outlay	-	-	-	-
Total Expenditures	**57,168**	**274,363**	**7,079**	**2,984**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,833,324	42,586	90,006	66,794
Other Financing Sources (Uses):				
Transfers in	9,139	-	-	-
Transfers out	(1,425,780)	-	-	(70,000)
Total Other Financing Sources (Uses)	**(1,416,641)**	**-**	**-**	**(70,000)**
Net Change in Fund Balances	416,683	42,586	90,006	(3,206)
Fund Balances, Beginning of Year	10,592,473	959,243	33,465	199,716
Fund Balances, End of Year	**$ 11,009,156**	**$ 1,001,829**	**$ 123,471**	**$ 196,510**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022 (CONTINUED)

	Special Revenue Funds			
	Air Quality Improvement	Proposition A	Proposition C	Measure R
Revenues:				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	1,089	36,213	30,038	22,525
Charges for services	-	-	-	-
Use of money and property	22	131	27	102
Miscellaneous	-	-	-	-
Total Revenues	**1,111**	**36,344**	**30,065**	**22,627**
Expenditures:				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Public works	-	29,837	-	-
Capital outlay	-	-	-	-
Total Expenditures	**-**	**29,837**	**-**	**-**
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,111	6,507	30,065	22,627
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	-	-	(24,000)	(18,000)
Total Other Financing Sources (Uses)	**-**	**-**	**(24,000)**	**(18,000)**
Net Change in Fund Balances	1,111	6,507	6,065	4,627
Fund Balances, Beginning of Year	4,504	37,650	23	43,842
Fund Balances, End of Year	**$ 5,615**	**$ 44,157**	**$ 6,088**	**$ 48,469**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

	Special Revenue Funds			
	TDA Article 3	Federal Grants	Community Development Block Grant	State Grants
Revenues:				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	10,000	23,501	9,190	43,501
Charges for services	-	-	-	-
Use of money and property	-	-	-	-
Miscellaneous	-	-	-	-
Total Revenues	**10,000**	**23,501**	**9,190**	**43,501**
Expenditures:				
Current:				
General government	-	-	-	12,206
Public safety	-	69,604	7,944	-
Parks and recreation	-	-	-	-
Public works	-	-	-	29,970
Capital outlay	-	-	-	-
Total Expenditures	**-**	**69,604**	**7,944**	**42,176**
Excess (Deficiency) of Revenues Over (Under) Expenditures	10,000	(46,103)	1,246	1,325
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	(10,000)	-	-	(178,846)
Total Other Financing Sources (Uses)	**(10,000)**	**-**	**-**	**(178,846)**
Net Change in Fund Balances	-	(46,103)	1,246	(177,521)
Fund Balances, Beginning of Year	-	-	-	(80,164)
Fund Balances, End of Year	**$ -**	**$ (46,103)**	**$ 1,246**	**$ (257,685)**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022 (CONTINUED)

	Special Revenue Funds			
	COPS	Asset Forfeiture - State	Measure M	Safe Clean Water Program
Revenues:				
Taxes	$ -	$ -	$ -	$ -
Intergovernmental	161,285	-	25,489	445,790
Charges for services	-	-	-	-
Use of money and property	1,045	6	22	2,974
Miscellaneous	-	-	-	-
Total Revenues	**162,330**	**6**	**25,511**	**448,764**
Expenditures:				
Current:				
General government	-	-	-	-
Public safety	71,887	-	-	-
Parks and recreation	-	-	-	-
Public works	-	-	-	34,020
Capital outlay	123,853	-	-	-
Total Expenditures	**195,740**	**-**	**-**	**34,020**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(33,410)	6	25,511	414,744
Other Financing Sources (Uses):				
Transfers in	-	-	-	-
Transfers out	-	-	(20,000)	-
Total Other Financing Sources (Uses)	**-**	**-**	**(20,000)**	**-**
Net Change in Fund Balances	(33,410)	6	5,511	414,744
Fund Balances, Beginning of Year	210,329	1,322	21	433,080
Fund Balances, End of Year	**$ 176,919**	**$ 1,328**	**$ 5,532**	**$ 847,824**

CITY OF IRWINDALE

COMBINING STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2022

	Special Revenue Funds		Total Nonmajor Governmental Funds
	Development Impact Fees	Irwindale Community Foundation	
Revenues:			
Taxes	$ -	$ -	$ 312,587
Intergovernmental	-	-	971,519
Charges for services	313,926	-	313,926
Use of money and property	1,820	-	62,864
Miscellaneous	-	253,084	2,095,188
Total Revenues	**315,746**	**253,084**	**3,756,084**
Expenditures:			
Current:			
General government	-	-	15,190
Public safety	-	-	156,514
Parks and recreation	-	94,890	94,890
Public works	-	-	425,358
Capital outlay	-	-	123,853
Total Expenditures	**-**	**94,890**	**815,805**
Excess (Deficiency) of Revenues Over (Under) Expenditures	315,746	158,194	2,940,279
Other Financing Sources (Uses):			
Transfers in	-	-	9,139
Transfers out	(146,680)	-	(1,893,306)
Total Other Financing Sources (Uses)	**(146,680)**	**-**	**(1,884,167)**
Net Change in Fund Balances	169,066	158,194	1,056,112
Fund Balances, Beginning of Year	307,336	21,724	12,764,564
Fund Balances, End of Year	**$ 476,402**	**$ 179,918**	**$ 13,820,676**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
RECLAMATION
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$10,592,473	$10,592,473	$10,592,473	$ -
Resources (Inflows):				
Use of money and property	20,500	20,500	51,238	30,738
Miscellaneous	1,500,000	1,500,000	1,839,254	339,254
Transfers in	42,260	42,260	9,139	(33,121)
Amounts Available for Appropriations	**12,155,233**	**12,155,233**	**12,492,104**	**336,871**
Charges to Appropriations (Outflow):				
Public works	116,480	220,685	57,168	163,517
Transfers out	1,425,780	1,425,780	1,425,780	-
Total Charges to Appropriations	**1,542,260**	**1,646,465**	**1,482,948**	**163,517**
Budgetary Fund Balance, June 30	**$10,612,973**	**$10,508,768**	**$11,009,156**	**$ 500,388**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
AB939
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 959,243	$ 959,243	$ 959,243	$ -
Resources (Inflows):				
Taxes	260,000	260,000	312,587	52,587
Use of money and property	1,000	1,000	4,362	3,362
Amounts Available for Appropriations	**1,220,243**	**1,220,243**	**1,276,192**	**55,949**
Charges to Appropriations (Outflow):				
Public works	258,670	312,106	274,363	37,743
Total Charges to Appropriations	**258,670**	**312,106**	**274,363**	**37,743**
Budgetary Fund Balance, June 30	**$ 961,573**	**$ 908,137**	**$ 1,001,829**	**$ 93,692**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
ASSET FORFEITURE
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 33,465	$ 33,465	$ 33,465	$ -
Resources (Inflows):				
Intergovernmental	-	108,699	94,142	(14,557)
Use of money and property	-	3,157	93	(3,064)
Miscellaneous	-	-	2,850	2,850
Amounts Available for Appropriations	**33,465**	**145,321**	**130,550**	**(14,771)**
Charges to Appropriations (Outflow):				
Public safety	-	99,242	7,079	92,163
Capital outlay	-	30,044	-	30,044
Total Charges to Appropriations	**-**	**129,286**	**7,079**	**122,207**
Budgetary Fund Balance, June 30	**$ 33,465**	**$ 16,035**	**$ 123,471**	**$ 107,436**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
STATE GAS TAX
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 199,716	$ 199,716	$ 199,716	$ -
Resources (Inflows):				
Intergovernmental	73,050	73,050	68,756	(4,294)
Use of money and property	-	-	1,022	1,022
Amounts Available for Appropriations	**272,766**	**272,766**	**269,494**	**(3,272)**
Charges to Appropriations (Outflow):				
General government	3,050	3,050	2,984	66
Transfers out	70,000	196,477	70,000	126,477
Total Charges to Appropriations	**73,050**	**199,527**	**72,984**	**126,543**
Budgetary Fund Balance, June 30	**$ 199,716**	**$ 73,239**	**$ 196,510**	**$ 123,271**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
AIR QUALITY IMPROVEMENT
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 4,504	$ 4,504	$ 4,504	$ -
Resources (Inflows):				
Intergovernmental	1,700	1,700	1,089	(611)
Use of money and property	-	-	22	22
Amounts Available for Appropriations	**6,204**	**6,204**	**5,615**	**(589)**
Charges to Appropriations (Outflow):				
Transfers out	1,700	1,700	-	1,700
Total Charges to Appropriations	**1,700**	**1,700**	**-**	**1,700**
Budgetary Fund Balance, June 30	**$ 4,504**	**$ 4,504**	**$ 5,615**	**$ 1,111**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION A
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 37,650	$ 37,650	$ 37,650	$ -
Resources (Inflows):				
Intergovernmental	28,960	28,960	36,213	7,253
Use of money and property	50	50	131	81
Amounts Available for Appropriations	**66,660**	**66,660**	**73,994**	**7,334**
Charges to Appropriations (Outflow):				
Public works	35,000	35,000	29,837	5,163
Total Charges to Appropriations	**35,000**	**35,000**	**29,837**	**5,163**
Budgetary Fund Balance, June 30	**$ 31,660**	**$ 31,660**	**$ 44,157**	**$ 12,497**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION C
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 23	$ 23	$ 23	$ -
Resources (Inflows):				
Intergovernmental	24,020	24,020	30,038	6,018
Use of money and property	-	-	27	27
Amounts Available for Appropriations	**24,043**	**24,043**	**30,088**	**6,045**
Charges to Appropriations (Outflow):				
Transfers out	24,020	24,020	24,000	20
Total Charges to Appropriations	**24,020**	**24,020**	**24,000**	**20**
Budgetary Fund Balance, June 30	**$ 23**	**$ 23**	**$ 6,088**	**$ 6,065**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
MEASURE R
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 43,842	$ 43,842	$ 43,842	$ -
Resources (Inflows):				
Intergovernmental	18,010	18,010	22,525	4,515
Use of money and property	-	-	102	102
Amounts Available for Appropriations	**61,852**	**61,852**	**66,469**	**4,617**
Charges to Appropriations (Outflow):				
Transfers out	18,010	18,010	18,000	10
Total Charges to Appropriations	**18,010**	**18,010**	**18,000**	**10**
Budgetary Fund Balance, June 30	**$ 43,842**	**$ 43,842**	**$ 48,469**	**$ 4,627**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
TDA ARTICLE 3
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	5,000	5,000	10,000	5,000
Amounts Available for Appropriations	**5,000**	**5,000**	**10,000**	**5,000**
Charges to Appropriation (Outflow):				
Transfers out	5,000	10,000	10,000	-
Total Charges to Appropriations	**5,000**	**10,000**	**10,000**	**-**
Budgetary Fund Balance, June 30	**$ -**	**$ (5,000)**	**$ -**	**$ 5,000**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
FEDERAL GRANTS
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	-	135,227	23,501	(111,726)
Amounts Available for Appropriations	**-**	**135,227**	**23,501**	**(111,726)**
Charges to Appropriations (Outflow):				
Public safety	-	117,723	69,604	48,119
Total Charges to Appropriations	**-**	**117,723**	**69,604**	**48,119**
Budgetary Fund Balance, June 30	**$ -**	**$ 17,504**	**$ (46,103)**	**$ (63,607)**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	9,330	9,330	9,190	(140)
Amounts Available for Appropriations	**9,330**	**9,330**	**9,190**	**(140)**
Charges to Appropriation (Outflow):				
Public safety	9,330	9,330	7,944	1,386
Total Charges to Appropriations	**9,330**	**9,330**	**7,944**	**1,386**
Budgetary Fund Balance, June 30	**$ -**	**$ -**	**$ 1,246**	**$ 1,246**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
STATE GRANTS
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ (80,164)	$ (80,164)	$ (80,164)	$ -
Resources (Inflows):				
Intergovernmental	-	382,931	43,501	(339,430)
Amounts Available for Appropriations	**(80,164)**	**302,767**	**(36,663)**	**(339,430)**
Charges to Appropriation (Outflow):				
General government	-	12,245	12,206	39
Public works	-	111,669	29,970	81,699
Transfers out	-	178,846	178,846	-
Total Charges to Appropriations	**-**	**302,760**	**221,022**	**81,738**
Budgetary Fund Balance, June 30	**$ (80,164)**	**$ 7**	**$ (257,685)**	**$ (257,692)**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
COPS
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 210,329	$ 210,329	$ 210,329	$ -
Resources (Inflows):				
Intergovernmental	-	161,837	161,285	(552)
Use of money and property	-	-	1,045	1,045
Amounts Available for Appropriations	**210,329**	**372,166**	**372,659**	**493**
Charges to Appropriations (Outflow):				
Public safety	-	194,237	71,887	122,350
Capital outlay	-	177,377	123,853	53,524
Total Charges to Appropriations	**-**	**371,614**	**195,740**	**175,874**
Budgetary Fund Balance, June 30	**$ 210,329**	**$ 552**	**$ 176,919**	**$ 176,367**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
ASSET FORFEITURE - STATE
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 1,322	$ 1,322	$ 1,322	$ -
Resources (Inflows):				
Use of money and property	-	582	6	(576)
Amounts Available for Appropriations	**1,322**	**1,904**	**1,328**	**(576)**
Charges to Appropriations (Outflow):				
Public safety	-	1,869	-	1,869
Total Charges to Appropriations	**-**	**1,869**	**-**	**1,869**
Budgetary Fund Balance, June 30	**$ 1,322**	**$ 35**	**$ 1,328**	**$ 1,293**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
MEASURE M
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 21	$ 21	$ 21	$ -
Resources (Inflows):				
Intergovernmental	20,410	20,410	25,489	5,079
Use of money and property	-	-	22	22
Amounts Available for Appropriations	**20,431**	**20,431**	**25,532**	**5,101**
Charges to Appropriation (Outflow):				
Transfers out	20,410	20,410	20,000	410
Total Charges to Appropriations	**20,410**	**20,410**	**20,000**	**410**
Budgetary Fund Balance, June 30	**$ 21**	**$ 21**	**$ 5,532**	**$ 5,511**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
SAFE CLEAN WATER PROGRAM
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 433,080	$ 433,080	$ 433,080	$ -
Resources (Inflows):				
Intergovernmental	432,700	432,700	445,790	13,090
Use of money and property	-	-	2,974	2,974
Amounts Available for Appropriation	**865,780**	**865,780**	**881,844**	**16,064**
Charges to Appropriation (Outflow):				
Public works	129,810	129,810	34,020	95,790
Transfers out	302,890	615,310	-	615,310
Total Charges to Appropriations	**432,700**	**745,120**	**34,020**	**711,100**
Budgetary Fund Balance, June 30	**$ 433,080**	**$ 120,660**	**$ 847,824**	**$ 727,164**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
DEVELOPMENT IMPACT FEES
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 307,336	$ 307,336	$ 307,336	$ -
Resources (Inflows):				
Charges for services	325,600	325,600	313,926	(11,674)
Use of money and property	40,000	40,000	1,820	(38,180)
Amounts Available for Appropriation	**672,936**	**672,936**	**623,082**	**(49,854)**
Charges to Appropriation (Outflow):				
Transfers out	365,600	365,600	146,680	218,920
Total Charges to Appropriations	**365,600**	**365,600**	**146,680**	**218,920**
Budgetary Fund Balance, June 30	**$ 307,336**	**$ 307,336**	**$ 476,402**	**$ 169,066**

CITY OF IRWINDALE

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS
YEAR ENDED JUNE 30, 2022

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 56,072	$ 56,072	$ 56,072	$ -
Resources (Inflows):				
Intergovernmental	-	-	45,111	45,111
Use of money and property	-	-	24,398	24,398
Miscellaneous	469,970	469,970	28,328	(441,642)
Transfers in	7,539,030	3,668,453	1,540,836	(2,127,617)
Amounts Available for Appropriations	**8,065,072**	**4,194,495**	**1,694,745**	**(2,499,750)**
Charges to Appropriation (Outflow):				
Capital outlay	8,009,000	10,899,961	1,569,163	9,330,798
Total Charges to Appropriations	**8,009,000**	**10,899,961**	**1,569,163**	**9,330,798**
Budgetary Fund Balance, June 30	**$ 56,072**	**$ (6,705,466)**	**$ 125,582**	**$ 6,831,048**

Custodial Funds

Custodial funds are used to account for funds held for the benefit of parties outside the government. The resources in these custodial funds are not used to support any City programs. Custodial funds for the City of Irwindale are as follows:

Street Lighting District – This fund accounts for special assessments levied by the City for the operation and maintenance of street lights in the Irwindale Business Center.

Sewer Maintenance District – This fund accounts for special assessments levied for sewer system maintenance at the Irwindale Business Center.

CITY OF IRWINDALE

COMBINING STATEMENT OF NET POSITION
ALL CUSTODIAL FUNDS
JUNE 30, 2022

	Street Lighting District	Sewer Maintenance District	Totals
Assets:			
Pooled cash and investments	$ 35,726	$ 141,107	$ 176,833
Receivables:			
Taxes	751	8,313	9,064
Accrued interest	64	187	251
Total Assets	**36,541**	**149,607**	**186,148**
Liabilities:			
Accounts payable	307	3,150	3,457
Total Liabilities	307	3,150	3,457
Net Position:			
Restricted for other purposes	36,234	146,457	182,691
Total Net Position	**$ 36,234**	**$ 146,457**	**$ 182,691**

CITY OF IRWINDALE

COMBINING STATEMENT OF CHANGES IN NET POSITION
ALL CUSTODIAL FUNDS
YEAR ENDED JUNE 30, 2022

	Street Lighting District	Sewer Maintenance District	Totals
Additions:			
Taxes	$ 9,669	$ 107,680	$ 117,349
Interest and change in fair value of investments	176	515	691
Total Additions	**9,845**	**108,195**	**118,040**
Deductions:			
Administrative expenses	12,927	37,367	50,294
Total Deductions	**12,927**	**37,367**	**50,294**
Changes in Net Position	**(3,082)**	**70,828**	**67,746**
Net Position - Beginning of the Year	39,316	75,629	114,945
Net Position - End of the Year	**$ 36,234**	**$ 146,457**	**$ 182,691**

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Statistical Section

The Statistical Section of the City of Irwindale's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the City of Irwindale's financial position has changed over time.

Table 1: Net Position by Component – Last Ten Fiscal Years
Table 2: Changes in Net Position – Last Ten Fiscal Years
Table 3: Fund Balances of Governmental Funds – Last Ten Fiscal Years
Table 4: Changes in Fund Balances of Governmental Funds – Last Ten Fiscal Years

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City of Irwindale's ability to generate revenues.

Table 5: Governmental Activities Tax Revenues By Source – Last Ten Fiscal Years
Table 6: Mining Tax Revenues – Last Ten Fiscal Years
Table 7: Mining Tax Rates – Last Ten Fiscal Years
Table 8: Principal Mining Taxpayers – Current Year and Nine Years Ago
Table 9: Assessed Value and Estimated Actual Value of Taxable Property – Last Ten Fiscal Years
Table 10: Direct and Overlapping Property Tax Rates – Last Ten Fiscal Years
Table 11: Principal Property Taxpayers – Current Year and Nine Years Ago
Table 12: Property Tax Levies and Collections – Last Ten Fiscal Years
Table 13: Taxable Sales by Category – Last Ten Fiscal Years
Table 14: Top 25 Sales Tax Producers – Current Year and Nine Years Ago

Debt Capacity

These schedules present information to help the reader assess City of Irwindale's levels of outstanding debt and the City's ability to issue additional debt in the future.

Table 15: Ratios of Outstanding Debt by Type – Last Ten Fiscal Years
Table 16: Bonded Debt Pledged Revenue Coverage Successor Agency Tax Allocation Bonds – Last Ten Fiscal Years
Table 17: Direct and Overlapping Debt
Table 18: Legal Debt Margin Information – Last Ten Fiscal Years

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment in which the City of Irwindale operates, and to help make comparisons over time and among other governments.

Table 19: Demographic and Economic Statistics – Last Ten Fiscal Years
Table 20: Principal Employers – Current Year and Nine Years Ago

Operating Information

These schedules contain information about the City of Irwindale's operations and resources to help the reader understand how the City's financial information relates to the services and activities it provides.

Table 21: Full-Time and Part-Time City Employees by Function – Last Ten Fiscal Years
Table 22: Operating Indicators by Function – Last Ten Fiscal Years
Table 23: Capital Asset Statistics by Function – Last Ten Fiscal Years

Sources: *Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for each relevant year.*

Table 1
City of Irwindale
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year Ended June 30,									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities										
Net Investment in capital assets	$ 49,061,789	$ 49,624,207	$ 50,299,501	$ 49,794,671	$ 49,601,338	$ 51,120,018	$ 52,952,415	$ 56,824,870	$ 59,023,400	$ 58,531,808
Restricted	89,708,274	59,274,997	50,523,767	60,867,149	57,816,698	52,235,181	49,089,392	40,959,612	48,761,203	31,822,214
Unrestricted	33,485,053	33,115,512	30,064,576	23,747,719	31,214,451	31,221,394	37,652,546	35,930,871	39,827,662	80,176,309
Total governmental activities net position	$ 172,255,116	$ 142,014,716	$ 130,887,844	$ 134,409,539	$ 138,632,487	$ 134,576,593	$ 139,694,353	$ 133,715,353	$ 147,612,265	$ 170,530,331

Table 2
City of Irwindale
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year Ended June 30,									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental activities:										
General government	$ 7,675,365	$ 7,460,530	$ 7,629,859	$ 8,761,277	$ 13,737,232	$ 7,288,404	$ 8,340,672	$ 14,321,050	$ 10,317,742	$ 11,146,039
Public safety	5,797,927	5,666,135	5,718,022	5,837,909	6,360,040	7,104,410	7,444,547	8,821,671	8,814,208	170,074
Public works	5,392,703	6,804,537	7,152,933	6,268,933	8,457,410	8,615,524	10,579,291	7,009,865	8,203,369	3,621,595
Parks and recreation	1,835,292	1,859,710	1,853,463	1,879,106	2,775,633	2,147,371	1,672,481	1,941,613	2,462,513	706,365
Interest on long-term debt	297,961	376,489	142,709	145,043	127,274	121,752	117,524	109,880	57,268	340
Total primary government expenses	$ 20,999,248	$ 22,167,401	$ 22,496,986	$ 22,892,268	$ 31,457,589	$ 25,277,461	$ 28,154,515	$ 32,204,079	$ 29,855,100	$ 15,644,413
Program Revenues										
Governmental activities:										
Charges for services:										
General government	$ 442	$ 12	$ -	$ 400	$ -	$ 994,225	$ 424,921	$ 380,424	$ 387,006	$ 166,908
Public safety	409,754	301,789	241,960	219,112	427,686	517,901	547,025	427,120	369,519	460,219
Public works	499,829	1,104,906	1,004,298	780,947	1,627,920	2,851,874	2,067,126	3,351,914	4,956,452	5,630,565
Parks and recreation	116,836	102,531	113,399	121,177	132,209	135,159	132,454	73,328	15,921	73,530
Operating grants and contributions	615,256	1,504,715	800,651	1,010,005	836,673	473,320	447,927	5,555,246	1,054,852	1,284,220
Capital grants and contributions	227,058	75,051	196,263	290,685	4,897	3,290,793	5,460,370	1,362,431	1,581,613	2,248,038
Total primary government revenues	$ 1,869,175	$ 3,089,004	$ 2,356,571	$ 2,422,326	$ 3,029,385	$ 8,263,272	$ 9,079,823	$ 11,150,463	$ 8,365,363	$ 9,863,480
Net Revenues (Expense)										
Total primary government net expense	$ (19,130,073)	$ (19,078,397)	$ (20,140,415)	$ (20,469,942)	$ (28,428,204)	$ (17,014,189)	$ (19,074,692)	$ (21,053,616)	$ (21,489,737)	$ (5,780,933)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property	$ 3,621,003	$ 1,296,288	$ 1,994,517	$ 2,166,117	$ 1,925,140	$ 2,257,962	$ 2,182,643	$ 1,924,401	$ 2,492,984	$ 2,937,893
Mining/processing	5,001,084	5,726,528	6,446,449	6,717,324	6,291,651	7,088,995	7,130,002	6,233,454	7,303,874	7,896,155
Sales	3,757,466	4,246,191	3,882,558	3,691,820	3,937,691	4,220,157	4,527,677	4,065,292	8,501,430	8,456,734
Utility Users	3,289,837	3,658,588	4,018,841	3,755,043	3,601,434	3,873,263	3,759,934	3,439,780	3,229,073	3,531,654
Franchise	1,068,712	1,210,925	1,332,218	1,330,527	1,348,162	1,410,694	1,355,055	1,345,110	1,386,036	1,459,690
Business licenses	1,084,552	1,047,405	983,323	1,151,728	1,234,886	1,236,833	1,513,989	1,433,490	1,419,423	1,669,546
Other	267,682	331,731	376,131	345,301	426,282	413,519	363,873	412,270	573,085	632,183
Motor vehicle in lieu	113,675	121,712	124,842	127,443	129,810	138,747	146,857	153,720	159,937	158,521
Use of money and property	1,330,941	623,267	1,013,123	1,155,492	600,339	599,074	2,541,718	629,741	729,032	(1,985,618)
Gain on sale of assets	514,453	-	-	718,150	4,572,836	-	-	-	-	-
Other	1,135,156	728,407	275,362	2,809,931	8,651,269	869,325	670,704	950,250	453,552	3,942,241
Extraordinary gain/(loss) on dissolution of redevelopment agency *	(5,974,974)	(30,153,045)	5,785,449	-	-	-	-	(5,512,892)	8,952,218	
Total primary government	15,209,587	(11,162,003)	26,232,813	23,968,876	32,719,500	22,108,569	24,192,452	15,074,616	35,200,644	28,698,999
Change in Net Position										
Total primary government	$ (3,920,486)	$ (30,240,400)	$ 6,092,398	$ 3,498,934	$ 4,291,296	$ 5,094,380	$ 5,117,760	$ (5,979,000)	$ 13,710,907	$ 22,918,066

* Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. After this dissolution date, the assets and financial activities of the former Irwindale Community Redevelopment Agency are reported as a fiduciary fund in the financial statements of the City of Irwindale which serves as the Successor Agency to the Irwindale Community Redevelopment Agency.

Table 3
City of Irwindale
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
General fund										
Nonspendable	$ 34,346,793	$ 4,188,578	$ 11,013,366	$ 12,142,153	$ 9,181,943	$ 8,869,831	$ 5,971,949	$ 6,173,082	$ 6,178,270	$ 6,181,495
Restricted	2,464,622	-	-	-	-	-	-	-	-	-
Assigned	17,677,821	17,057,727	14,897,110	18,676,485	30,620,784	30,112,196	32,081,720	29,253,846	24,013,761	40,714,845
Unassigned	-	-	-	-	-	-	-	(329,443)	11,688,506	-
Total general fund	54,489,236	21,246,305	25,910,476	30,818,638	39,802,727	38,982,027	38,053,669	35,097,485	41,880,537	46,896,340
All other governmental funds										
Nonspendable	$ 17,162,644	$ 14,590,361	$ 13,401,152	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,460,033
Restricted:										
Continuing Operations	16,151,287	18,095,879	19,226,187	-	-	-	-	-	-	-
Public safety	439,857	785,583	498,511	321,512	332,320	400,881	404,524	382,170	245,116	301,718
Parks and recreation	-	-	-	-	-	-	-	-	21,724	179,918
Public works	23,336,819	24,887,273	27,031,968	-	-	29,781,088	26,971,910	26,249,123	26,767,937	23,602,002
Capital projects funds	-	-	-	30,375,656	30,621,096	-	2,909,411	107,456	56,072	125,582
Housing activities	-	-	-	30,169,981	26,862,878	22,052,482	18,802,558	12,806,670	21,670,354	7,612,994
Debt service	-	915,900	915,964	-	404	730	989	243	-	-
Assigned	-	-	-	-	-	-	1,400,000	-	-	5,231,975
Unassigned	-	-	(4,805)	(4,863)	(180,356)	(26,479)	(1,446)	(11,417)	(80,164)	(303,788)
Total all other governmental funds	$ 57,090,607	$ 59,274,996	$ 61,068,977	$ 60,862,286	$ 57,636,342	$ 52,208,702	$ 50,487,946	$ 39,534,245	$ 48,681,039	$ 46,210,434

Table 4
City of Irwindale
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis accounting)

	Fiscal Year Ended June 30,									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues:										
Taxes	$ 17,717,330	$ 17,209,830	$ 19,479,493	$ 19,304,177	$ 18,654,064	$ 20,597,369	$ 20,432,581	$ 18,908,037	$ 24,890,696	$ 26,525,879
Licenses and permits	247,039	530,137	576,658	554,101	938,966	1,715,887	1,396,588	1,072,463	2,725,917	1,274,644
Intergovernmental	1,088,969	870,432	815,984	685,971	474,772	563,951	1,017,960	804,439	998,062	1,136,135
Charges for services	447,475	753,446	570,149	526,145	1,504,357	1,517,298	1,114,488	2,567,927	2,449,426	4,788,178
Use of money and property	1,330,941	623,267	1,013,123	1,155,492	599,476	599,361	2,685,365	2,019,171	729,032	(1,985,618)
Fines and forfeitures	332,347	225,655	212,850	193,467	243,812	305,749	326,981	204,280	137,662	186,362
Contributions	8,600	10,730	208,041	556,028	41,079	37,550	253,094	3,379,612	61,674	50,851
Miscellaneous	1,143,637	734,104	278,003	2,812,240	8,672,122	5,007,717	4,451,692	2,445,400	3,445,240	4,130,331
Total revenues	$ 22,316,338	$ 20,957,601	$ 23,154,301	$ 25,787,621	$ 31,128,648	$ 30,344,882	$ 31,678,749	$ 31,401,329	$ 35,437,709	$ 36,106,762
Expenditures:										
General government	$ 6,891,893	$ 7,368,913	$ 7,459,738	$ 7,999,231	$ 13,525,715	$ 12,858,871	$ 9,197,821	$ 14,543,070	$ 9,134,721	$ 14,130,600
Public safety	5,569,075	5,472,221	5,552,325	5,702,613	5,780,504	9,915,262	9,740,120	10,467,471	6,996,871	8,003,715
Parks and recreation	1,653,370	1,661,622	1,661,770	1,781,960	1,935,900	1,862,459	1,927,800	2,050,185	1,973,355	2,658,718
Public works	4,159,516	4,345,647	4,793,164	4,741,024	6,610,493	8,418,135	8,016,992	6,428,605	6,406,208	6,969,667
Capital outlay	927,084	1,772,245	2,429,246	987,916	1,490,419	2,927,419	3,510,263	5,669,393	3,514,216	1,833,134
Debt Service:										
Principal	445,159	4,835,000	440,000	455,000	465,000	480,000	495,000	520,000	540,000	17,871
Interest and fiscal charges	235,979	409,021	145,356	136,556	135,308	131,076	126,996	119,598	71,786	340
Total expenditures	$ 19,882,076	$ 25,864,669	$ 22,481,599	$ 21,804,300	$ 29,943,339	$ 36,593,222	$ 33,014,992	$ 39,798,322	$ 28,637,157	$ 33,614,045
Excess of revenues over (under) expenditures	$ 2,434,262	$ (4,907,068)	$ 672,702	$ 3,983,321	$ 1,185,309	$ (6,248,340)	$ (1,336,243)	$ (8,396,993)	$ 6,800,552	$ 2,492,717
Other financing sources (uses):										
Transfers in	$ 642,717	$ 3,963,307	$ 1,200,515	$ 3,909,009	$ 5,391,719	$ 3,006,609	$ 6,372,238	$ 5,523,924	$ 14,578,311	$ 2,975,755
Transfers out	(642,717)	(3,963,307)	(1,200,515)	(3,909,009)	(5,391,719)	(3,006,609)	(6,372,238)	(5,523,924)	(14,578,311)	(2,975,755)
Capital leases	-	-	-	-	-	-	-			52,481
Proceeds on sale of land held	514,453	-	-	718,150	4,572,836	-	1,229,321	-	-	-
Loss on sale of land held	-	-	-	-	-	-	(2,542,192)	(5,512,892)	8,952,218	-
Bonds issued	-	3,870,000	-	-	-	-	-	-	-	-
Bond premium	-	131,572	-	-	-	-	-	-	-	-
Total other financing sources (uses)	$ 514,453	$ 4,001,572	$ -	$ 718,150	$ 4,572,836	$ -	$ (1,312,871)	$ (5,512,892)	$ 8,952,218	$ 52,481
Extraordinary Gain/(Loss) *	(1,174,974)	(30,153,045)	5,785,449	-	-	-	-	-	-	
Net change in fund balances before restatements	$ 1,773,741	$ (31,058,541)	$ 6,458,151	$ 4,701,471	$ 5,758,145	$ (6,248,340)	$ (2,649,114)	$ (13,909,885)	$ 15,752,770	$ 2,545,198
Restatement of fund balances	-	-	-	-	-	-	-	-	177,076	-
Net change in fund balances, after restatement	$ 1,773,741	$ (31,058,541)	$ 6,458,151	$ 4,701,471	$ 5,758,145	$ (6,248,340)	$ (2,649,114)	$ (13,909,885)	$ 15,929,846	$ 2,545,198
Debt service as a percentage of noncapital expenditures **	3.59%	21.77%	2.92%	2.84%	2.11%	1.82%	2.11%	1.87%	2.44%	0.06%

* Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. The assets and financial activities of the former Irwindale Community Redevelopment Agency are now reported as a fiduciary fund in the financial statements of the City of Irwindale which serves as the Successor Agency to the Irwindale Community Redevelopment Agency, which has resulted in these Extraordinary Gains/(Loss) amounts.

** The amount of capital outlay used to calculate the ratio of total debt service expenditures to noncapital expenditures is based on the capital outlay amount in the government-wide statement, Reconciliation of the Statement of Revenues, Expenditures, and Changes to Fund Balances of Governmental Funds to the Statement of Activities

Table 5
City of Irwindale
Governmental Activities Tax Revenues By Source
Last Ten Fiscal Years
(accrual basis of accounting)

Fiscal Year Ended June 30		Property Tax	Mining Tax	Sales Tax	Utility Users Tax	Other Tax	Total Taxes
2013	*	3,621,003	5,001,084	3,757,466	3,289,837	2,420,946	18,090,336
2014		1,296,288	5,726,528	4,246,191	3,658,588	2,590,061	17,517,656
2015		1,994,517	6,446,449	3,882,558	4,018,841	2,691,672	19,034,037
2016		2,166,117	6,717,324	3,691,820	3,755,043	2,827,556	19,157,860
2017		1,926,393	6,291,651	3,937,691	3,601,434	3,009,330	18,766,499
2018		2,257,962	7,088,995	4,220,157	3,873,263	3,061,046	20,501,423
2019		2,182,643	7,130,002	4,527,677	3,759,934	3,232,917	20,833,173
2020		1,924,401	6,233,454	4,065,292	3,439,780	3,190,870	18,853,797
2021		2,492,984	7,303,874	8,501,430	3,229,073	3,378,544	24,905,905
2022		2,937,893	7,896,155	8,456,734	3,531,654	3,761,419	26,583,855

* Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. After this dissolution date, the assets and financial activities of the former Irwindale Community Redevelopment Agency are reported as a fiduciary fund in the financial statements of the City of Irwindale, which serves as the Successor Agency to the Irwindale Community Redevelopment Agency. Fiscal Year 2012 reflects a partial year of tax increment revenue, as these funds discontinued after February 2012 to the dissolution of the redevelopment agency. Fiscal Year 2013 reflects the first full year without tax increment revenues. This amount includes property taxes, as well as taxes received by the County as residual revenue from the Successor Agency.

Table 6
City of Irwindale
Mining Tax Revenues
Last Ten Fiscal Years
(accrual basis of accounting)

Fiscal Year Ended June 30	Excavation Tax	Processing Tax	Special Mining Excavation Tax	Special Mining Processing Tax	Total Mining Taxes
2013	1,491,796	759,545	1,822,951	926,792	5,001,084
2014	1,698,843	879,048	2,076,325	1,072,312	5,726,528
2015	1,917,157	984,895	2,343,051	1,201,346	6,446,449
2016	1,982,039	1,042,060	2,422,446	1,270,779	6,717,324
2017	1,857,818	979,163	2,260,579	1,194,091	6,291,651
2018	2,091,731	1,099,413	2,557,242	1,340,609	7,088,995
2019	2,097,535	1,112,120	2,564,302	1,356,045	7,130,002
2020	1,638,905	1,166,733	2,005,071	1,422,745	6,233,454
2021	1,919,450	1,368,957	2,346,581	1,668,886	7,303,875
2022	2,182,228	1,381,362	2,643,757	1,688,808	7,896,155

Source: City of Irwindale Finance Department

Table 7
City of Irwindale
Mining Tax Rates
Last Ten Fiscal Years

Fiscal Year Ended June 30	Excavation Tax Rate (per ton)	Processing Tax Rate (per ton)	Mining Impact Excavation Tax Rate (per ton)	Mining Impact Processing Tax Rate (per ton)
2013	0.2619	0.1310	0.3201	0.1598
2014	0.2656	0.1328	0.3246	0.1620
2015	0.2669	0.1335	0.3262	0.1628
2016	0.2770	0.1362	0.3327	0.1661
2017	0.2795	0.1399	0.3417	0.1706
2018	0.2907	0.1455	0.3554	0.1774
2019	0.3003	0.1503	0.3671	0.1833
2020	0.3024	0.1514	0.3697	0.1846
2021	0.3133	0.1569	0.3830	0.1912
2022	0.3381	0.1693	0.4133	0.2063

Source: City of Irwindale Finance Department

Table 8
City of Irwindale
Principal Mining Taxpayers
Current Year and Nine Years Ago
June 30, 2022

	2022			2013		
Mining Operator	**Mining Taxes**	**Rank**	**Percentage of Total Mining Tax Revenue**	**Mining Taxes**	**Rank**	**Percentage of Total Mining Tax Revenue**
Vulcan Durbin/Reliance	3,068,179	1	38.9%	2,370,607	1	47.4%
Hanson Aggregates	2,571,094	2	32.6%	1,508,826	2	30.2%
United Rock	2,057,598	3	26.1%	960,488	3	19.2%
All American Asphalt	86,775	4	1.1%	39,182	6	0.8%
Peck Road Gravel Pit	49,449	5	0.6%	84,657	4	1.7%
Holliday Rock	47,995	6	0.6%	37,325	5	0.7%
Totals	7,881,090		100.00%	5,001,086		100.00%

Source: City of Irwindale Finance Department

Table 9
City of Irwindale
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Category	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Residential	47,150,265	48,487,088	51,209,692	53,803,730	55,306,155	59,483,148	64,644,891	69,211,895	73,390,420	75,465,668
Commercial	154,295,529	165,743,037	174,522,114	179,619,293	182,176,675	171,797,899	171,514,320	213,589,419	254,462,647	296,730,366
Industrial	1,256,350,532	1,383,353,215	1,428,571,157	1,454,273,793	1,480,939,609	1,615,507,741	1,692,091,506	1,839,178,802	1,864,686,637	1,644,090,819
Government Owned	486,243	496,011	498,217	508,170	515,919	526,237	536,761	547,495	558,444	564,228
Institutional	154,604	157,695	158,410	161,574	164,037	167,317	850,000	-	-	-
Miscellaneous	7,399,309	7,354,853	7,804,466	7,806,464	7,795,215	7,764,046	7,781,738	7,829,920	7,830,569	7,790,995
Recreational	11,357,451	11,584,598	11,637,190	22,969,948	23,320,239	26,356,643	26,883,775	27,421,449	27,969,875	27,994,086
Vacant	61,389,175	53,746,555	63,402,720	69,052,434	78,577,829	81,698,273	81,100,375	79,272,843	85,240,244	151,734,585
SBE Nonunitary	8,555,358	7,427,946	7,427,946	7,071,026	7,071,526	7,071,526	7,071,526	7,071,526	7,171,072	7,191,072
Cross Reference	104,765,839	101,727,504	87,844,101	86,806,996	88,007,252	129,623,585	145,323,008	133,542,664	126,933,216	118,288,388
Unsecured	335,799,957	350,202,859	352,575,992	351,397,594	352,596,600	332,009,850	369,615,372	310,428,919	351,867,464	434,527,438
Exempt	(43,322,431)	(43,339,793)	(43,339,793)	(44,205,503)	(43,526,869)	(40,168,105)	(37,440,651)	(33,879,116)	(33,779,664)	(33,294,975)
TOTALS	1,987,704,262	2,130,281,361	2,185,652,005	2,233,471,022	2,276,471,056	2,432,006,265	2,567,413,272	2,688,094,932	2,800,130,588	2,764,377,645
Total Direct Rate	0.92472%	0.11961%	0.11935%	0.11913%	0.11874%	0.11491%	0.11809%	0.11771%	0.11680%	0.11747%

Source: HdL Coren & Cone Reports

Notes: In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only reassessed as a result of new construction activity or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to actual market value of taxable property and is subject to the limitations described above.

Table 10
City of Irwindale
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

Fiscal Year Ended	Direct Rate	Overlapping Rates				Total Direct & Overlapping Rates
	General Levy	Los Angeles County	School Districts	Community College	Water District	
2013	1.00000	0.00000	0.79357	0.08298	0.00350	1.88005
2014	1.00000	0.00000	0.78442	0.07141	0.00350	1.85933
2015	1.00000	0.00000	0.81082	0.07277	0.00350	1.88709
2016	1.00000	0.00000	0.89519	0.06507	0.00350	1.96376
2017	1.00000	0.00000	0.84665	0.07614	0.00350	1.92629
2018	1.00000	0.00000	0.92805	0.07348	0.00350	2.00503
2019	1.00000	0.00000	0.93819	0.07227	0.00350	2.01396
2020	1.00000	0.00000	0.91819	0.09525	0.00350	2.01694
2021	1.00000	0.00000	0.93974	0.07978	0.00350	2.02302
2022	1.00000	0.00000	0.93117	0.10966	0.00350	2.04433

Source: HdL Coren & Cone Reports

Notes: In 1978, California voters passed Proposition 13 which sets the property tax rate at 1.00% fixed amount. This 1.00% is shared by all taxing agencies for which the subject property resides within. In addition to the 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of the various intergovernmental overlapping debt.

Table 11
City of Irwindale
Principal Property Taxpayers
Current Year and Nine Years Ago
June 30, 2022

Property Owner	2022 Taxable Assessed Value	2022 Rank	2022 Percentage of Total Taxable Assessed Value	2013 Taxable Assessed Value	2013 Rank	2013 Percentage of Total Taxable Assessed Value
Millercoors Inc./Miller Brewing Company	$ 196,776,840	1	7.10%	$ 363,861,156	1	18.26%
Crow Family Holdings Industrial	115,984,355	2	4.18%	99,806,372	2	5.01%
Kaiser	114,518,435	3	4.13%			
BPP Pacific Indl Reit LA Reg	91,264,127	4	3.29%			
Biosense Webster Inc.	79,646,344	5	2.87%			
Rexford Industrial	75,880,074	6	2.74%			
Huy Fong Irwindale LLC	74,059,851	7	2.67%			
Duke Realty 13131 LA Street LP	64,410,450	8	2.32%			
Vulcan Materials	61,704,178	9	2.23%	31,930,186	8	1.60%
Campus at SGV Owner LLC	61,539,331	10	2.22%			
Metropolitan Life Insurance Company				53,032,750	3	2.66%
Hanson Aggregates West Inc.				48,998,534	4	2.46%
Ready Pac Produce Inc.				42,923,435	5	2.15%
Davis Wire Corporation				37,269,134	6	1.87%
Unitek Corporation				35,992,902	7	1.81%
LBA of CPT Industrial-CO III LLC				31,221,107	9	1.57%
California Community News Corp				28,397,334	10	1.43%
Totals	$ 935,783,985		33.76%	$ 773,432,910		38.81%

Source: HdL Coren & Cone Reports

Table 12
City of Irwindale
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended June 30	City Tax Levy	Collected within the Fiscal Year of the Levy		Collected In Subsequent Years	Total Collections	
		Amount Collected	Percentage of Levy		Amount	Percentage of Levy
2013	203,082	202,147	99.5%	274	202,421	99.7%
2014	203,572	202,460	99.5%	302	202,762	99.6%
2015	203,580	200,674	98.6%	1,269	201,943	99.2%
2016	203,800	202,034	99.1%	NA	202,034	99.1%
2017	207,200	204,997	98.9%	NA	204,997	98.9%
2018	212,230	209,975	98.9%	NA	209,975	98.9%
2019	212,230	207,762	97.9%	NA	207,762	97.9%
2020	212,240	210,165	99.0%	NA	210,165	99.0%
2021	220,400	218,120	99.0%	NA	218,120	99.0%
2022	232,570	230,104	98.9%	NA	230,104	98.9%

NA - Information not available.

Source: HdL Coren & Cone, City of Irwindale Finance Dept, and County of Los Angeles Office of Auditor-Controller

Table 13
City of Irwindale
Taxable Sales by Category
Last Ten Fiscal Years

(in thousands of dollars)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Apparel Stores	363	664	580	599	483	733	719	635	145	138
Food Stores	345	353	458	715	591	353	290	285	372	370
Eating and Drinking Places	17,783	18,006	18,860	20,889	21,624	21,945	22,122	23,374	20,903	24,092
Building Materials	11,692	10,995	9,844	11,268	12,775	17,564	16,928	16,205	16,515	21,038
Auto Dealers and Supplies	3,224	3,285	3,294	3,606	6,311	7,788	9,331	9,862	9,152	13,417
Service Stations	50,541	51,843	51,248	45,400	38,906	42,478	44,726	50,297	31,987	47,182
Other Retail Stores	20,349	15,128	15,440	14,266	13,493	13,176	14,190	14,248	8,798	14,259
All Other Outlets	270,907	279,913	301,534	303,365	284,013	318,720	295,983	267,808	339,064	328,832
Total	$ 375,204	$ 380,187	$ 401,258	$ 400,108	$ 378,196	$ 422,757	$ 404,289	$ 382,714	$ 426,936	$ 449,328

* 2022 data not available.

Source: State of California Board of Equalization and the HdL Companies

Note: Due to confidentiality requirements, the names of the ten largest revenue payers are not disclosed.
The categories presented are intended to provide alternative information regarding the sources of the City's revenue.
HdL Companies reports run on an adjusted basis which means that they incorporate needed adjustments each year. Totals can also change as business types are more in line to their actual business activity.

Table 14
City of Irwindale
Top 25 Sales Tax Producers
Current Year and Nine Years Ago
June 30, 2022

2022		2013	
Business Name	**Business Category**	**Business Name**	**Business Category**
ACH Supply	Plumbing/Electrical Supplies	ACH Supply	Plumbing/Electrical Supplies
Arco	Service Stations	Airgas	Drugs/Chemicals
Arco AM PM	Service Stations	Arco	Service Stations
Arco AM PM	Service Stations	Arco AM PM	Service Stations
Charter Furniture	Textiles/Furnishings	Arco AM PM	Service Stations
Chem Arrow	Drugs/Chemicals	Bartley Optical Sales	Medical/Biotech
Decore Ative Specialties	Contractors	Chaparral Concrete Company	Contractors
Food Makers Bakery Equipment	Food Service Equip./Supplies	Chem Arrow	Drugs/Chemicals
Geary Pacific Supply	Contactors	Decore Ative Specialties	Contractors
Irwindale Brew Yard	Food Service Equip./Supplies	Education Management Systems	Business Services
Irwindale Windows	Building Materials	Food Makers Bakery Equipment	Food Service Equip./Supplies
Johnstone Supply	Light Industrial/Printers	H & K	Food Service Equip./Supplies
L & L Building Materials	Building Materials	Holliday Rock Co	Contractors
McDonalds	Quick-Service Restaurants	Jacmar Food Service	Food Service Equip./Supplies
Patton Sales	Office Supplies/ Furniture	Matheson Tri Gas	Drugs/Chemicals
RE Michel Company	Contractors	Miller Brewing Company	Food Service Equip./Supplies
Rivergrade Shell Station	Service Stations	National Ready Mixed Concrete	Contractors
Scholastic Book Fairs	Stationery/Book Stores	Rivergrade Shell Station	Service Stations
Semihandmade	Textiles/Furnishings	Spot Not Car Wash & Car	Service Stations
Sigler	Contractors	Spragues Rock & Sand	Contractors
Spragues Rock & Sand	Contractors	United Rock Products	Contractors
United Rock Products	Contractors	Unitek	Drugs/Chemicals
Unitek	Drugs/Chemicals	Vulcan Materials	Contractors
Vulcan Materials	Contractors	W W Grainger	Electrical Equipment
Western Emulsions	Contractors	Western Emulsions	Contractors
Percent of Fiscal Year Total Paid by Top 25 Accounts	65.08%		65.61%

Source: HdL Coren & Cone Reports

Firms Listed Alphabetically (April through March data for each year)

Table 15
City of Irwindale
Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year		Lease Revenue Bonds (1)	Capital Leases	Total Debt Primary Government	Total Debt As A Percentage on Taxable Assessed Value	Per Capita Personal Income	Ratio of Outstanding Debt
2013		4,360,000	1,333	4,361,333	0.22%	20,093	NM
2014	(2)	3,526,572	-	3,526,572	0.17%	19,212	NM
2015		3,070,126	-	3,070,126	0.14%	18,934	NM
2016		2,598,680	-	2,598,680	0.12%	19,594	NM
2017		2,117,234	-	2,117,234	0.09%	18,219	NM
2018		1,620,788	-	1,620,788	0.07%	18,110	NM
2019		1,109,342	-	1,109,342	0.04%	18,389	NM
2020		572,896	-	572,896	0.02%	25,002	NM
2021		-	-	-	0.00%	27,356	NM
2022		-	34,610	34,610	0.00%	29,710	NM

Source: City of Irwindale Note 6 to Financial Statements and Statistical Table 19

NM: Not Meaningful - As reflected in Table 19, the city's population is extraordinarily small; the majority of the City consists of Commercial and Industrial businesses. Therefore the Ratio of Outstanding Debt produces a result which is not meaningful or of value for analysis.

(1) Amounts presented included related premiums, discounts, and adjustments.

(2) On July 2, 2013, the City refinanced it's 2001 Certificate of Participation Bonds. As of fiscal year ended June 30, 2014, the City's outstanding debt consists of the 2013 Lease Revenue Bonds.

Table 16
City of Irwindale
Bonded Debt Pledged Revenue Coverage
Successor Agency Tax Allocation Bonds
Last Ten Fiscal Years

Fiscal Year	Tax Increment/ Allocation	Debt Service Principal and Interest	Coverage
2013	8,613,441	8,211,378	1.05 (2)
2014	5,182,005	8,205,079	0.63
2015	6,400,062	8,059,710	0.79
2016	8,036,419	7,995,186	1.01
2017	6,313,666	7,987,661	0.79
2018	5,286,629	7,982,087	0.66
2019	8,349,620	7,984,142	1.05
2020	8,329,604	7,981,230	1.04
2021	8,076,758	7,973,052	1.01
2022	-	7,966,300	-

Source: City of Irwindale

Note: Details regarding the Successor Agency's outstanding debt can be found in Note 12c to the Financial Statements.

(1) Per State Assembly Bill AB 1X26, redevelopment agencies in California were dissolved as of February 1, 2012. After this dissolution date, taxes were no longer allocated to redevelopment agencies as Tax Increment. Fiscal Year 2012 lists Tax Increment received for only part of the year.

(2) As of February 1, 2012, the City serves as the Successor Agency to the former redevelopment agency, and funds for payment of debt obligations are allocated through a Recognized Obligation Payment Schedule (ROPS) process. The State must approve the ROPS prior to the County distributing property tax allocations.

Fiscal Year 2012-13 and all fiscal years afterward reflect Redevelopment Property Tax Trust Fund (RPTTF) revenue allocated to the Successor Agency through the ROPS process for payment of its debt obligations. RPTTF allocations are approved by the State and distributed by the County.

Table 17
City of Irwindale
Direct and Overlapping Debt
As of June 30, 2022

	Percentage Applicable to City of Irwindale (1)	Amount Applicable to City of Irwindale
2021-22 Assessed Valuation (after deducting Incremental Value)		$ 198,784,096
Direct Debt:		
2013 Lease Revenue Refunding Bond	0%	- (2)
Capital Leases	100%	34,610
		$ 34,610
Overlapping Debt:		
Metropolitan Water District	0.017%	$ 15,741
El Monte School District	2.150%	1,963,466
El Monte Union High School District	1.121%	2,441,234
Citrus Community College District	5.349%	6,069,436
Mt San Antonio Community College District	0.970%	10,625,902
Rio Hondo Community College District	0.425%	434,254
Azusa Unified School District	15.988%	14,292,306
Baldwin Park Unified School District	6.240%	12,535,554
Covina Valley Unified School District	5.928%	11,152,911
Duarte Unified School District	9.987%	9,862,976
Monrovia Unified School District	0.731%	225,395
West Covina Unified School District	0.010%	9,083
Total Overlapping Debt		$ 69,628,258
Total Direct and Overlapping Tax and Assessment Debt:		$ 69,662,868

Ratio to Assessed Valuation:	
Direct Debt %	0.02%
Overlapping Debt %	35.03%
Total Gross Debt %	35.04%

(1) Percentage of overlapping agency's assessed valuation located within boundaries of the city.
(2) Amount presented includes related premiums, discounts, and adjustments.

Source: Hdl Coren & Cone Reports

Table 18
City of Irwindale
Legal Debt Margin Information
Last Ten Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Assessed valuation	$ 1,951,791,776	$ 1,987,704,262	$ 2,130,281,361	$ 2,185,652,005	$ 2,233,471,022	$ 2,276,471,056	$ 2,432,006,265	$ 2,567,413,272	$ 2,688,094,932	$ 2,800,130,588	$ 2,764,377,645
Conversion percentage	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Adjusted assessed valuation	487,947,944	496,926,066	532,570,340	546,413,001	558,367,756	569,117,764	608,001,566	641,853,318	672,023,733	700,032,647	691,094,411
Debt limit percentage	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Debt limit	73,192,192	74,538,910	79,885,551	81,961,950	83,755,163	85,367,665	91,200,235	96,277,998	100,803,560	105,004,897	103,664,162
Less debt applicable to the limit	-	-	-	-	-	-	-	-	-	-	-
Legal debt margin	$ 73,192,192	$ 74,538,910	$ 79,885,551	$ 81,961,950	$ 83,755,163	$ 85,367,665	$ 91,200,235	$ 96,277,998	$ 100,803,560	$ 105,004,897	$ 103,664,162
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The computations shown above reflect a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect a the time that the legal debt margin was enacted by the State of California for local governments located within the State.

Source: City of Irwindale, Statistical Table 9 and Notes to Financial Statements.

Table 19
City of Irwindale
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population	Personal Income	Per Capita Personal Income	Unemployment Rate
2012	1,454	29,215	20,093	9.7%
2013	1,466	28,165	19,212	7.9%
2014	1,467	27,776	18,934	10.8%
2015	1,415	27,727	19,594	8.8%
2016	1,423	25,926	18,219	6.9%
2017	1,450	26,261	18,110	6.9%
2018	1,506	27,694	18,389	7.1%
2019	1,434	35,853	25,002	6.6%
2020	1,441	39,420	27,356	15.8%
2021	1,490	44,268	29,710	7.3%

* 2022 data not available.

Source: HdL Coren & Cone Reports

Table 20
City of Irwindale
Principal Employers
Current Year and Nine Years Ago

Employer	2022 Employees	2022 Rank	2022 Percentage of Total City Employment	2013 Employees	2013 Rank		2013 Percentage of Total City Employment
Ready-Pac Produce Inc.	1,448	1	10.2%	1,900	2	*	7.6%
Southern California Edison	1,248	2	8.8%	2,528	1	*	10.1%
City of Hope	815	3	5.8%				
Charter Communications	467	4	3.3%	322	8		1.3%
Decore-Ative Specialties Inc.	434	5	3.1%	436	4		1.7%
Athens Services	380	6	2.7%				
Louis Vuitton U.S. Mfg Inc	351	7	2.5%				
Biosense Webster	250	8	1.8%	390	5		1.6%
Best Overnight Express, Inc.	248	9	1.8%	268	9		1.1%
City of Hope Medical Foundation	224	10	1.6%				
Miller Coors				520	3		2.1%
R Ranch Market				344	7		1.4%
Mariposa Horticultural Enterprise				360	6		1.4%
Superior Communications				236	10	*	0.9%
Total	5,865		41.5%	7,304			29.2%
Estimated City Employment	14,149			25,000			

Source: HdL Business License System, Survey conducted by City.

Total Estimated City Employment provided by Community Development Department.

* Includes contract employees

Table 21
City of Irwindale
Full-time and Part-time City Employees by Function
Last Ten Fiscal Years

Function	2013	2014	2015	2016	2016	2018	2019	2020	2021	2022
General government	15.00	14.00	14.00	14.00	14.00	17.50	18.50	19.00	19.00	22.00
Police	46.00	47.00	47.00	47.00	47.00	47.50	47.00	47.00	47.00	48.00
Community Dvlp & Code En	6.00	6.00	6.00	6.00	6.00	7.50	12.50	13.00	13.00	12.50
Public Works	18.50	19.50	19.00	19.00	19.00	22.50	26.50	27.00	30.00	35.00
Library	4.50	4.50	4.50	4.50	4.50	8.00	7.50	7.50	7.50	11.50
Recreation	15.00	15.00	20.50	20.50	20.50	22.50	27.00	27.00	23.50	24.00
Senior Center	5.00	5.00	5.00	5.00	5.00	5.00	6.00	6.00	6.00	6.00
Aquatics	-	-	-	-	-	-	-	-	-	9.00
Total	110.00	111.00	116.00	116.00	116.00	130.50	145.00	146.50	146.00	168.00

Source: City of Irwindale, Finance Department, budget document

Note: Reflects the number of positions authorized per the City's annual Compensation Resolution.

Table 22
City of Irwindale
Operating Indicators by Function
Last Ten Fiscal Years

Function/Program	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Police:										
Increase in traffic enforcement citations	2,875	1,942	1259	1170	5570	4739	2,987	699	575	1,107
DUI arrests	143	33	47	40	16	17	19	20	11	39
Unlicensed drivers arrested or cited	376	207	233	132	357	207	234	28	22	50
Vandalism Arrests	13	10	6	2	6	7	4	7	4	5
Stolen Vehicles	39	40	24	22	21	44	27	36	37	50
Robberies	5	3	7	5	2	4	6	2	4	5
Burglaries	46	41	34	70	45	43	47	85	59	74
Calls for service	22,547	22,696	20,412	23,901	21,353	20,064	19,082	12,737	14,694	18,404
Recreation:										
Number of facility rentals	238	266	365	555	298	315	477	158	-	128
Number of recreation classes/programs	58	79	80	93	94	126	130	102	63	64
Number of special events	44	41	42	38	46	49	50	40	42	41
Number of field trips	51	45	43	45	49	52	52	45	-	36
Aquatic participants	6,016	9,846	9,253	12,227	14,075	14,186	10,200	8,070	413	4,605
Senior Center:										
Number of facility rentals	171	180	143	129	130	155	160	42	17	86
Number of classes/programs	85	85	85	699	1,793	2,300	2,300	284	540	813
Number of special events/activities	39	39	39	38	239	301	43	24	211	69
Number of field trips	26	26	26	24	28	34	34	8	4	11
Number of meals served-Nutrition program/breakfast	9,520	8,588	8,090	7,644	8,075	8,439	8,776	10,287	1,020	4366
Library										
Adult & children programs	102	70	160	82	93	103	102	182	15	108
Adult & children storytimes	30	22	22	18	27	36	40	40	-	34
Library items added	3,180	2,201	2,590	2,146	2,460	2,493	1,808	1,444	1,155	1398
Learning Center tutoring hours	312	306	308	308	320	320	320	180	-	306
Public Works										
Street resurfacing (miles)	-	1.224	-	-	5.13	1.8	1.05	1.19	0.988	1.024
Sidewalk repair/replacement (sq.ft.)	2,617	18,865	10,000	2,238	-	-	8,367	-	386	531
Encroachment Permits	96	92	105	96	139	114	142	184	162	129
Field Inspections	4/week	4/week	4/week	4/week	4/week	5 daily	5/week	5/week	4/week	4/week
Transportation Permits	-	347	354	370	452	503	495	379	302	314
Building & Safety										
Permits issued	346	332	327	361	431	430	524	-	442	394
Film Permits Issued	10	21	11	9	17	22	27	21	13	8
Business Licenses issued	1,520	1,254	1,108	1,302	1,416	1,456	1,639	1,464	1,438	1,691
Finance										
Account Payable checks issued	2,922	3,146	3,078	2,833	3,098	2,793	3,013	2,835	2,506	2,934
Payroll checks issued	606	3,094	3,370	3,330	3,415	3,578	3,725	4,038	3,965	4,440
Journal Vouchers	2,223	2,173	2,281	2,361	2,425	2,320	2,570	2,278	1,950	2,595
Purchase orders processed	126	198	197	159	205	225	259	267	225	210
Cash & Investments at year-end (in millions)	76.1	74.4	72.1	75.4	89.9	83.5	92.0	89.5	105.6	107.0
Administration										
Constituent requests for information processed	73	67	37	51	49	57	54	61	49	74
Agenda Reports Submitted to Council	341	305	285	319	233	226	118	220	224	366
City Council Meeting Agendas Compiled	23	36	24	24	23	26	26	24	23	28
Resolutions (City Council)	53	48	67	63	70	80	57	89	95	106
Resolutions (ICRA)	-	-	-	-	-	-	-	-	-	-
Resolutions (SA)	5	6	5	9	8	8	3	2	4	15
Resolutions (Housing Authority)	5	7	3	6	5	5	9	13	13	19
Resolutions (Reclamation Authority)	1	1	3	3	1	4	1	2	1	3
Ordinances	11	7	14	9	13	10	13	13	9	3
Contracts	37	58	44	98	111	109	170	63	115	143
Weekly Reports to City Council	47	45	45	42	45	48	49	12	9	50
Number of recruitment applications processed	282	126	191	79	178	254	1,225	312	756	779

Source: City of Irwindale, various City Departments

Table 23
City of Irwindale
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	2013	2014	2015	2016	2017	2017	2019	2020	2021	2022
Police										
Stations	1	1	1	1	1	1	1	1	1	1
Substations	0	0	0	0	0	0	0	0	0	0
Patrol units	14	11	11	13	12	12	15	14	14	15
Motorcycles	2	2	2	3	1	1	1	1	1	2
Trailer	1	1	1	1	1	1	1	1	1	1
Undercover Vehicle	6	7	7	7	6	6	7	10	10	10
Command Vehicle	3	2	2	1	1	1	2	2	2	3
Public Works										
Streets/Highway (miles)	27.73	27.73	27.73	27.73	27.73	27.73	29.20	29.20	29.20	29.20
Streetlights	861	861	861	870	870	870	873	873	873	873
Traffic signals	41	42	42	43	43	43	43	43	42	44
Bridges	15	15	15	15	15	15	15	15	15	15
Culture and recreation										
Recreation										
Parks	3	3	3	3	3	3	3	3	3	3
Playground areas	4	4	4	4	4	4	4	4	4	4
Tennis courts	1	1	1	1	1	1	1	1	1	1
Softball & baseball diamonds	1	1	1	1	1	1	1	1	1	1
Basketball full courts	2	2	2	2	2	2	2	2	2	2
Basketball half courts	1	1	1	1	1	1	1	1	1	1
Skate Parks	1	1	1	1	1	1	1	1	1	1
Swimming pools	1	1	1	1	1	1	1	1	1	1
Recreation Centers	1	1	1	1	1	1	1	1	1	1
Senior Center										
Community Centers	1	1	1	1	1	1	1	1	1	1
Senior Centers	1	1	1	1	1	1	1	1	1	1
Missions	1	1	1	1	1	1	1	1	1	1
Library										
Library buildings	1	1	1	1	1	1	1	1	1	1

Source: City of Irwindale, various City Departments

January 19, 2023

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Irwindale, California (the City) for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 6, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Significant Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. As described in Note 4 to the financial statements, the City changed its accounting policies related to leases by adopting Statement of Governmental Accounting Standards (GASB Statement) No. 87, Leases. Accordingly, the cumulative effect of the accounting change as of the beginning of the year is reported in the Statement of Net Position. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were management's estimates of its net pension liability/asset and net other post-employment benefits asset based on actuarial valuation specialist assumptions. We evaluated the key factors and assumptions used to develop the net pension liability/asset and net other post-employment benefits asset in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Significant or Unusual Transactions

Management is responsible for the policies and practices used to account for significant or unusual transactions. No significant unusual transactions have occurred during fiscal year 2021-2022.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We are pleased to report that no such misstatements were identified during the course of our audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated January 19, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the significant events or transactions that occurred during the year, business conditions affecting the City and business plans and strategies that may affect the risks of material misstatements, the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the budgetary comparison schedules for the General Fund and major special revenue funds, and the required pension and other post-employment benefits schedules, as listed in the Annual Comprehensive Financial Report's table of contents, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on combining statements and individual nonmajor fund statements and schedules, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We were not engaged to report on the introductory and statistical section, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

The following new Governmental Accounting Standards Board (GASB) pronouncements were effective for fiscal year 2021-2022 audit:

GASB Statement No. 87, *Leases.*

GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period.*

GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans.*

The following GASB pronouncements are effective in the following fiscal years' audits and should be reviewed for proper implementation by management:

Fiscal year 2022-23

GASB Statement No. 91, *Conduit Debt Obligations.*

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangement.*

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements.*

Fiscal year 2022-24

GASB Statement No. 99, *Omnibus 2022.*

GASB Statement No. 100, *Accounting Changes and Error Corrections.*

Fiscal year 2022-25

GASB Statement No. 101, *Compensated Absences.*

Restriction on Use

This information is intended solely for the use of City Council and management of the City of Irwindale and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Lance, Soll & Lunghard, LLP

Brea, California

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Irwindale (the City) for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 19, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Lance, Soll & Lunghard, LLP

Brea, California
January 19, 2023

INDEPENDENT ACCOUNTANTS' REPORT ON AGREED-UPON
PROCEDURES APPLIED TO APPROPRIATIONS LIMIT WORKSHEETS

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We have performed the procedures enumerated below on the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation) of the City of Irwindale, California (the "City"), for the year ended June 30, 2022. These procedures are the responsibility of the City, which were agreed to by the City and the League of California Cities (as presented in the publication entitled Agreed-Upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution), were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. The City's management is responsible for the Appropriations Limit Worksheet No. 6 (or other alternative computation).

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of recomputing the Appropriations Limit Worksheet No. 6 (or other alternative computation). This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures performed and our findings were as follows:

1. We obtained the completed Worksheets No. 1 through No. 7 (or other alternative computations) and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit Worksheet No. 6, we multiplied line A, last year's limit, by line D, ratio of change and compared the resulting amount to line E, this year's limit.

   Finding: No exceptions were noted as a result of our procedures.

3. We compared the current year information presented in the accompanying Appropriations Limit Worksheet No. 6 to the other worksheets described in No. 1 above.

   Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year appropriations limit presented in the accompanying Appropriations Limit Worksheet No. 6 to the prior year appropriations limit adopted by the City Council for the prior year.

   Finding: No exceptions were noted as a result of our procedures.

To the Honorable Mayor and Members of the City Council
City of Irwindale, California

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the accompanying Appropriations Limit Worksheet No. 6 (or other alternative computation). Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Lance, Soll & Lunghard, LLP

Brea, California
June 9, 2022

CITY OF IRWINDALE, CALIFORNIA
FISCAL YEAR 2021-2022
APPROPRIATIONS LIMIT CALCULATION

A.	2020-2021 APPROPRIATIONS LIMIT:	$ 8,648,307,244	
B.	2021-2022 GROWTH IN NON-RESIDENTIAL ASSESSED VALUATION		1.4030
C.	2021-2022 CITY CHANGE IN POPULATION:		0.9993
D.	RATIO OF CHANGE (1.4030 x 0.9993):	x 1.40202	
E.	2021-2022 APPROPRIATIONS LIMIT: ($8,648,307,244 x 1.40202)	$ 12,125,081,560	

CC Item 2B

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt Resolution No. 2023-12-3390 Appointing A Resident Representative to the Irwindale Community Foundation for a Term Expiring June 30, 2024

City Manager's Recommendation:

Adopt Resolution No. 2023-12-3390 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A RESIDENT REPRESENTATIVE MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR A TERM EXPIRING JUNE 30, 2024.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes.

On February 13, 2019, the City Council approved the Articles of Incorporation and Bylaws of the Irwindale Community Foundation that state the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, and shall be composed of the following:

a. One sitting member of the City of Irwindale Council
b. Two residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and
c. Two representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale.

On June 22, 2022, the City Council adopted Resolution No. 2022-65-3315 thereby appointing then-Mayor Larry G. Burrola as the City Council representative and Michelle Duran and Ruben Tapia as the Resident representatives to the Board.

On December 14, 2022, the City Council adopted Resolution No. 2022-117-3367, appointing Michelle Duran to the Parks & Recreation Commission, thereby creating an unscheduled Resident representative vacancy on the Board for a term expiring June 30, 2024.

On January 12, 2023 a citywide mailer was sent to all Irwindale households soliciting applications for the Resident vacancy in accordance with the requirements of the Maddy Act. (Gov't Code § 54970, *et seq.*) The following residents submitted their applications for consideration of appointment by the deadline of February 2, 2023:

Miguel Virgen
Nathaniel Romero
Veronica S. Barbosa-Lara
Linda S. Marez

All directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the Board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council.

Fiscal Impact:

None.

Attachments:
1) Proposed Resolution No. 2023-12-3390
2) Irwindale Community Foundation Resident Applications

RESOLUTION NO. 2023-12-3390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A RESIDENT REPRESENTATIVE MEMBER TO THE IRWINDALE COMMUNITY FOUNDATION FOR A TERM EXPIRING JUNE 30, 2024

WHEREAS, on October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; and

WHEREAS, on February 13, 2019, the City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors ("Board") shall be five (5) members, who serve staggered terms of four (4) years, and shall be composed of the following: one sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on June 22, 2022, the City Council adopted Resolution No. 2022-65-3315 thereby appointing then-Mayor Larry G. Burrola as the City Council representative and Michelle Duran and Ruben Tapia as the Resident representatives to the Board for terms expiring June 30, 2024; and

WHEREAS, on December 14, 2022, the City Council adopted Resolution No. 2022-117-3367, appointing Michelle Duran to the Parks & Recreation Commission, thereby creating an unscheduled Resident representative vacancy on the Board for a term expiring June 30, 2024; and

WHEREAS, on January 12, 2023 a citywide mailer was sent to all Irwindale households soliciting applications for the Resident vacancy in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq.*) ; and

WHEREAS, four (4) residents submitted applications for consideration of appointment to the Board by the deadline of February 2, 2023; and

WHEREAS, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, the City Council now desires to make an appointment to the Irwindale Community Foundation Board for the unscheduled Resident representative vacancy expiring June 30, 2024.

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

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, a Resident director of the Board is hereby appointed for a term expiring June 30, 2024:

The term for this appointment shall end on June 30, 2024.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 8th day of February 2023.

_____
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. 2023-12-3390 was adopted at an regular meeting of the Irwindale City Council held on the 8th day of February 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☒ Resident
☐ Representative of a Business

Name of Business: _____

Position: _____

Name: MIGUEL A. VIRGEN

Address: [redacted]

Occupation: ENVIRONMENTAL CONSULTANT

Employer: GLOBAL ENVIRONMENTAL TRNG & CONSULTING, INC.

Address: 1520 W. CAMERON AVE, WEST COVINA CA

[redacted]: [redacted] Business Phone: ( ) _____

Years in Irwindale: 1 YR. Registered Voter? YES

Educational background / degree: BACHELOR OF SCIENCE – BUSINESS ADMIN. CAL POLY.

Licenses or Special Certificates: STATE CERTIFIED INSPECTOR

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

TO ASSIST AND ACCEPT MONETARY OR SERVICE CONTRIBUTIONS IN AN EFFORT TO ENHANCE OR DEVELOP COMMUNITY AWARENESS & RECOGNITION.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
MY EXPERIENCE THROUGHOUT MY BUSINESS CAREER IN COMMUNICATION AND NETWORKING WOULD BE AN ASSET TO THIS COMMITTEE.

Have you applied for any City Board or Commission before? Yes _____ No ✓

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
MY ABILITY TO COMMUNICATE THROUGHOUT ALL SPECTRUM AND MY LIFE EXPERIENCE OF ALWAYS WANTING TO EXPERIENCE AND ACCEPT ALL SITUATIONS.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 02/01/2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS THURSDAY, FEBRUARY 2, 2023 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

IRWINDALE
COMMUNITY FOUNDATION

RECEIVED
FEB 02 2023 JN 2:09pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☒ Resident
☐ Representative of a Business

Name of Business: N/A

Position: N/A

Name: Veronica S. Barbosa-Lara

Address: [redacted]

Occupation: Educator

Employer: None @ this time

Address: N/A

Home Phone: [redacted] Business Phone: (626) [redacted]

Years in Irwindale: 68.75 Registered Voter? Yes

Educational background / degree: B.A. UCLA, M.A.Ed. Azusa Pacific Univ.

Licenses or Special Certificates: Many (Early Childhood Dev. Certificate from UCLA)

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Prior service on Rec. Advisory Board; Parks & Recreation Commission 2 appointments Appointed to Los Angeles Co. Commission on Youth (1972)

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

See attached (1)

49 years of work in the Social Services

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

As a lifetime resident of Irwindale I can recall the entire history of Irwindale; have had many firsts in our city. I need to see more young people with abundant resources.

Have you applied for any City Board or Commission before? Yes V No ____

If so, which one? Parks and Recreation Commission

Ran for Council in 1997

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

Vast experience with many Social Services; connections & colleagues in various positions of Human Services; a variety of contacts at the Municipal, County, State and Federal ~~agencies~~ Levels.

PLEASE INCLUDE A RESUME, IF AVAILABLE Not @ this time

Signature: Veronica A. Barbosa-Lara Date:

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:
Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS THURSDAY, FEBRUARY 2, 2023 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

Attachment 1

2/2/23

Honorable Board of Directors:

Thank you for the opportunity to make an application for an appointment to the Irwindale Community Foundation.

I am no stranger to civic responsibility. As a young girl, I worked tirelessly alongside my grandmothers, my mother and my aunts in service to our parish Our Lady of Guadalupe here in Irwindale. I come to you now with the energy, spirit and determination that has been handed down for 7 generations

of my family. My great-aunt Luisa (daughter of Gregorio Frisi) was the first woman to serve on the City Council. My mother, Margaret, was Irwindale's first City Treasurer and held that position along with the duties of City Clerk for over 30 years.

My employment with the City of Irwindale began in 1970. I worked as a Recreation Leader all through high school, (I am a graduate of Bishop Amat High School) and, on weekends and summers while I was a student at UCLA. Had a variety of responsibilities.

Chaperoning adults, teenagers and young children on Recreation field trips. Organized and was scorekeeper for sports leagues for all ages in Baseball, Softball and Basketball. I was most honored to accompany and drive a 13-passenger van to transport our first group of Senior Citizens on outings starting in 1970. During the mid 1980's to May, 1996, I was the Recreation Supervisor for the City of Irwindale. My daughter, Marcia, has continued our legacy of public service. She is the Assistant Fire Marshal

at our Aquatics Center. My granddaughter, Autumn, did a stellar job for the Public Works Department during the Summer Youth Program in 2022.

My biggest contention is that service should be done without credit or compensation. It is our world and it is imperative that all humanity is respected and well cared for. Enthusiastically looking forward to improving the community I have lived all my life and enhancing the lives of all Brandonians.

Thank you for your consideration in this matter. Look forward to hearing from you soon!

Veronica D. Barbosa-Soto
Educator
[redacted]

IRWINDALE
COMMUNITY FOUNDATION

RECEIVED
FEB 02 2023
CITY OF IRWINDALE 1:35 pm

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- [x] Resident
- [ ] Representative of a Business

Name of Business: _____

Position: _____

Name: Natanael Romero (Nathan)

Address: [redacted]

Occupation: Sales / Category Analyst Manager

Employer: Dreyers Grand Ice Cream

Address: _____

Home Phone: [redacted] Business Phone: ( ) _____

Years in Irwindale: 36 Registered Voter? N/A

Educational background / degree: Bachelor Business Administration Cal Poly Pomona

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

See attached

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

See attached

Have you applied for any City Board or Commission before? Yes _____ No X

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

See attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 2/2/23

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:

Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS THURSDAY, FEBRUARY 2, 2023 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

What are the reasons for wanting to serve on the Irwindale community foundation?

As long-time resident of Irwindale I have wanted to give back and server the community that has giving so much to me and my family. Being part of the Irwindale Community Foundation would allow me to serve the needs of my community and help support to enhance the quality of life for the Irwindale community now and in the future.

Why do you feel that you would make a good Foundation Member?

As a long time, Irwindale resident, I have had the opportunity to volunteer multiple years as a flag football coach at the Dan Diaz Recreation Center, which allowed me to get to know our youth and help mentor them to develop good sportsmanship and a competitive nature. Most recently I have had the opportunity to partner with the Kid Zone summer programs by donation ice cream, via my employer Dreyer's Ice Cream, in an effort to raise funds for future Kid Zone activities.

The past 17 years my employers Nestle / Dreyer's ice cream have exposed me to multiple fundraising functions and networking events which would help with reaching out to local businesses or organizations in an effort to allocate monetary donations for Irwindale Community Foundations.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization.

Volunteer – Los Angeles Reginal Food Bank (January 20212 – January 2017)

Volunteer – Second Harvest Food Bank of Orange County (August 2018)

Bilingual – English / Spanish

Bachelor Business Administration / Marketing Degree

IRWINDALE
COMMUNITY FOUNDATION

RECEIVED
FEB 02 2023
CITY OF IRWINDALE

3:32pm

APPLICATION FOR APPOINTMENT TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☒ Resident
☐ Representative of a Business

Name of Business: _____

Position: _____

Name: Linda S. Marez

Address: [redacted], Irwindale, CA. 91706

Occupation: Retired

Employer: _____

Address: _____

Home Phone: [redacted] Business Phone: ( ) _____

Years in Irwindale: 50 years Registered Voter? Yes

Educational background / degree: High School graduate, Some College

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I want to be involved in the decisions of the community. I am a lifelong resident and I would like to be active in giving back to Irwindale.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
I have been a life long resident of the city and I have seen many changes. I feel I have the knowledge to be an asset to the city.

Have you applied for any City Board or Commission before? Yes X No ____

If so, which one? Senior and Recreation Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
I was employed by the City of Irwindale for 30 years. In that time I became very familiar with the needs of Irwindale residents, children and teens included.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda L Marez Date: Feb 2, 2023

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS THURSDAY, FEBRUARY 2, 2023 AT 6:00 P.M.

Please contact the Assistant City Manager at 626-430-2294 if you have any questions.

CC Item 2C

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Veterans Monument Ad Hoc Committee Update

City Manager's Recommendation:

1. Receive an update from the Veterans Monument Ad Hoc Committee
2. Discuss and provide direction regarding display of flags at the Veterans Monument

Administrative Action:

Prepared by/ Submitted by:

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

Reviewed by:

Adrian R. Guerra, City Attorney — ***Electronically Approved***

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In October 2022, then Mayor Burrola established an Ad Hoc Committee, including then Mayor Burrola and Mayor Pro Tem Ambriz, to discuss the display of military flags at the City's Veterans Monument (Project). On January 31, 2023, the Ad Hoc Committee held a meeting to solicit input from the community regarding the Project. The following comments were received:

1. Display of flags for the six (6) military branches (listed in order of precedence): Army, Marine Corps, Navy, Air Force, Space Force, and Coast Guard.
2. Flag poles heights: approximately 20' – 25', with the height to be determined by the architect retained to design the Project to complement the existing Veterans Monument.
3. Layout and space between flags: approximately 3' between flags, with the space to be determined by the architect retained to design the Project. The desire is to provide adequate spacing between the flags and provide the greatest visibility of the flag display. Additionally, the flags may be displayed in a straight line, semi-circle, triangle, or some other layout that would complement the existing Veterans Monument.
4. Landscaping and lighting: lighting will be used to illuminate the flags. Staff is recommending that the lighting fixtures tie into the existing electrical connection to ensure that all of the flags illuminate at the same time and for the same duration. Minor updates to landscaping may be required and the palm trees located immediately behind the Veterans Monument may need to be removed.

Additionally, the Ad Hoc Committee also discussed the timing of the Project, with the desire to have the Project completed in time for this year's Veterans Day event, scheduled for Saturday, November 11, 2023.

Based on the Ad Hoc Committee's meeting, below are options for the City Council to consider:

1. Provide additional input on the Project.
2. Direct staff to proceed with obtaining quotes from architects to design the project, incorporating the comments received from the Ad Hoc Committee. Staff anticipates reporting back to the City Council in March to request an appropriation of funds to retain the Project architect.
3. Provide other direction to staff.

Fiscal Impact:

None

CC Item 2D

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Resolution Appointing Interim Director of Engineering / Building Official for a Limited Duration of Time Under Government Code Sections 7522.56(c) and 21221(h)

City Manager's Recommendation:

1) Adopt Resolution No. 2023-13-3391 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPOINTMENT OF AN INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney — Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis

Government Code section 21221(h) permits CalPERS retired annuitants to be employed upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position, provided the City meets the requirements of Government Code section 21221(h), including that the City be conducting a recruitment for the permanent position.

The City requires the services of a retired annuitant Interim Director of Engineering / Building Official due to the resignation of former Director of Engineering / Building Official Arsanious Hanna. The City is currently conducting a recruitment for the Director of Engineering / Building Official position.

William K. Tam, a CalPERS retired annuitant who formerly served as the City of Irwindale's Public Works Director / City Engineer for almost 17 years, possesses extensive experience and the specialized skill set to perform the required duties of Director of Engineering / Building Official. The City desires to hire Mr. Tam effective February 9, 2023 pursuant to Government Code sections 7522.56(c) and 21221(h) as an at-will employee for the position of Director of Engineering / Building Official, which is a position that requires specialized skills, for a limited period of time.

The terms of Mr. Tam's appointment under Government Code section 21221(h) would be as set forth in the At-Will Interim Director of Engineering / Building Official Employment Agreement attached to this staff report. The basic terms would be the following:

- Compensation: Mr. Tam would be paid hourly at the hourly rate of $97.12, which is the hourly rate of equivalent to Step E of the Director of Engineering / Building Official position ($202,018 / yr. ÷ 12 ÷ 173.333 hours = $97.12).

- No benefits would be paid.

- Limited duration appointment: The agreement would automatically expire February 9, 2024, at the latest. It would automatically terminate if the City appoints a permanent Director of Engineering / Building Official prior to this date. Additionally, Mr. Tam would be limited to working 960 hours per fiscal year to comply with CalPERS retired annuitant hiring requirements.

- Employment status: Mr. Tam would be an at-will employee working under the direction of the City Manager approximately 40 hours per week or less.

Fiscal Impact:

William K. Tam will be paid hourly at the hourly rate of $97.12.

Attachments: Resolution No. 2023-13-3391
Employment Agreement

RESOLUTION NO. 2023-13-3391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPOINTMENT OF AN INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL FOR A LIMITED DURATION UNDER GOVERNMENT CODE SECTIONS 7522.56(C) AND 21221(H)

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

WHEREAS, the City is currently conducting its recruitment for a permanent Director of Engineering / Building Official; and

WHEREAS, William K. Tam is a retired annuitant and possesses extensive experience and the specialized skill set to perform the required duties of Interim Director of Engineering / Building Official as further detailed in the At-Will Interim Director of Engineering / Building Official Employment Agreement attached hereto as Exhibit "A"; and

WHEREAS, the City's City Council desires to appoint William K. Tam as Interim Director of Engineering / Building Official for the City, which is a position that requires specialized skills, under Government Code 21221(h) beginning February 9, 2023 while the City conducts a recruitment for a permanent Director of Engineering / Building Official; and

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

WHEREAS, the hourly rate paid to William K. Tam will be $97.12, which is the hourly rate of the E step of the annual salary for the permanent Director of Engineering / Building Official position effective as of July 1, 2022 ($202,018/ yr. ÷ 12 ÷ 173.333 hours = $97.12); and

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

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council now desires to approve the appointment of William K. Tam as Interim Director of Engineering / Building Official, which is a position that requires specialized skills, under Government Code section 21221(h) beginning February 9, 2023 while the City Council conducts a recruitment for the permanent Director of Engineering / Building Official position.The City Council finds William K. Tam to have the requisite knowledge, specialized skills and abilities to lead the City's public works engineering department on an interim and time-limited basis as Interim Director of Engineering / Building Official.

SECTION 3. The City Council approves the Employment Agreement attached hereto as Exhibit "A" and authorizes the City Manager to execute said agreement.

PASSED, APPROVED and **ADOPTED** this 8th day of February, 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

State of California }
County of Los Angeles } ss.
City of Irwindale }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-13-3391 was duly adopted at a regular meeting of the Irwindale City Council held on February 8, 2023 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

AT-WILL INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL

EMPLOYMENT AGREEMENT

This AT-WILL INTERIM DIRECTOR OF ENGINEERING / BUILDING OFFICIAL EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF IRWINDALE (the "City") and WILLIAM K. TAM ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

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

WHEREAS, the City is currently conducting its recruitment for a permanent Director of Engineering / Building Official; and

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

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

WHEREAS, the position of Director of Engineering / Building Official serves as the department head for the City's public works engineering department; and

WHEREAS, the City desires to hire Employee effective February 9, 2023 as an at-will, limited duration employee for the position of Interim Director of Engineering / Building Official, which is a position that requires specialized skills, for a definite period of time while the City conducts its recruitment for a permanent Director of Engineering / Building Official; and

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

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

AGREEMENT

Section 1: TERM

The term of this Agreement shall commence on February 9, 2023 and shall automatically terminate on February 9, 2024 unless terminated prior to this date by either Party (the "Term").

Additionally, this Agreement shall automatically terminate upon the appointment of a permanent Director of Engineering / Building Official. In no event shall the Term exceed the 960-hour per fiscal year limit under Government Code subdivision 7522.56(d); in the event Employee works 960 hours during the Term of this Agreement, then this Agreement shall terminate automatically. February 9, 2023 shall be Employee's "Hire Date" for purposes of this Agreement.

Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

A. Employee shall be appointed to the position of Interim Director of Engineering / Building Official for the City's public works engineering department, the duties of which are set forth fully in Exhibit "A" to this Agreement. Employee acknowledges the position of Interim Director of Engineering / Building Official requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.

B. It is recognized Employee is expected to engage in the hours of work that are generally necessary to fulfill the obligations of the position, must be available at all times, and may be required to devote time outside the normal office hours to the business of the City. Employee acknowledges proper performance of the duties of Interim Director of Engineering / Building Official may require Employee to observe normal business hours (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday, including a standard half hour lunch period), as set by the City, as well as attend City Council meetings. However, Employee shall not work more than 40 hours per week without the prior written authorization of the City Manager.

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

Section 3: COMPENSATION/ BENEFITS PROHIBITED

A. The City agrees to compensate Employee on an hourly basis at the hourly rate of Ninety Seven Dollars and Twelve Cents ($97.12), which is the hourly rate of the E step of the annual salary for the Director of Engineering / Building Official position effective as of July 10, 2022 (= $202,018/ yr. /12 / 173.333).

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

C. Employee shall be provided a City vehicle as assigned to the Director of Engineering / Building Official, not as a benefit, but for use in providing the services hereunder. Employee understands that any applicable taxes are his responsibility to pay and not covered by

the City. Additionally, Employee shall be provided any business equipment assigned by the City to the Director of Engineering / Building Official for business use.

Section 4: RESIGNATION/TERMINATION

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

B. Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time, with or without cause, and with or without notice, at any time by the City Manager.

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

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

Section 5. NOTICES

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

City

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

Employee

William K. Tam
Address on file with the City

Section 6: GENERAL TERMS AND CONDITIONS

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

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

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior oral or

written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

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

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

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

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

G. Effective Date. This Agreement shall not become effective until the later of the following to occur: i) February 9, 2023 or ii) the date on which the Agreement has been executed by both Employee and the City Manager.

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

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

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

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited

to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules.

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

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

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
>
> §53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.
>
> §53243.4. "Abuse of office or position" defined.

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

[SIGNATURE PAGE FOLLOWS ON PAGE 6]

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

CITY OF IRWINDALE,

Dated: _____

_____
Julian Miranda
City Manager

Approved as to form:

Dated: _____

_____
Adrian Guerra
City Attorney

EMPLOYEE,

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

Dated: _____

Signed: _____
William K. Tam
Employee

EXHIBIT A

CITY OF IRWINDALE

DIRECTOR OF ENGINEERING / BUILDING OFFICIAL

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

SUMMARY DESCRIPTION

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

REPRESENTATIVE DUTIES

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

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

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

QUALIFICATIONS

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

Knowledge of:

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

Ability to:

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

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

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

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

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

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

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

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

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

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

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

Date: March 2018
Revised: April 2021

CC Item 2E

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

City of
IRWINDALE
AGENDA REPORT

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Regulation of Unmanned Aircraft Systems (UAS)/Drones

City Manager's Recommendation:

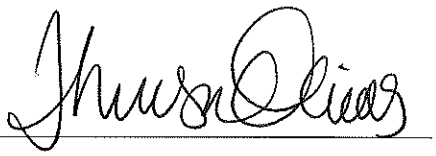
Discuss and provide direction regarding regulation of Unmanned Aircraft Systems (UAS)/Drones

Administrative Action:

Prepared and Submitted by:

Adrian Guerra, City Attorney — **Electronically Approved**

Reviewed by:

Theresa Olivares, Assistant City Manager — 

Robert Castro, Chief of Police — **Electronically Approved**

Approved by:

Julian A. Miranda, City Manager — **Electronically Approved**

DISCUSSION:

Previously, the City Council requested that the City Attorney provide guidance and information as to the City's authority to regulate unmanned aircraft systems ("UAS"), better known as "drones," within City boundaries.

Federal Regulation

The Federal Aviation Administration ("FAA") is authorized by federal law to regulate the use of "navigable airspace" to ensure the safety of aircraft and the efficient use of airspace. (49 U.S.C. § 40103(b)(1).) In plain language, the FAA has stated that it is "responsible for air safety from the ground up." This authorization includes the ability to regulate drones.

The FAA takes the position that federal drone law preempts all local regulation of drones while in the air. The current extent of federal preemption of local regulation of drone operations is very unclear. Although no court has definitively decided the issue, most local regulation of drones while in the air is likely preempted.

State Regulation

Because the FAA asserts that it preempts all local regulations, lawmakers are currently grappling over the best way to balance federal and local control over drones. The State of California has regulated drones in areas concerning trespass, privacy, and interference with emergency vehicles/response.

Civil Code section 1708.8 makes it an invasion of privacy to knowingly enter the land or airspace above the land of another person without permission in order to capture any type of visual image, sound recording, or other physical impression of a person engaging in a private, personal, or familial activity, if the invasion occurs in a manner that is offensive to a reasonable person, including through the use of a drone.

The Peeping Tom law, Penal Code section 647(j)(1), makes it a misdemeanor to view someone with a camera, video recorder, or other instrumentality in the interior of any area (including a bedroom or bathroom) in which the person has a reasonable expectation of privacy, with the intent to invade the privacy of the person. This law explicitly extends to the use of an "unmanned aircraft system." Residents generally have a reasonable expectation of privacy while in their backyard, so long as the backyard is not visible from ground level (e.g., because of fences) or from neighboring homes or other vantages. However, whether a specific resident has a reasonable expectation of privacy is based on the specific facts of the case.

Penal Code section 402 makes it a misdemeanor for a person to impede emergency personnel or military personnel in the performance of their duties in coping with an emergency, unless it is part of that person's employment duties to view the scene or the activities. This law includes in the definition of "person" any person who is operating a drone, regardless of their location.

Civil Code section 43.101 makes emergency responders, public entities, and public employees immune from liability for damage to an unmanned aircraft if such person or entity was providing emergency services and the unmanned aircraft was interfering with the emergency services.

In addition to state law explicitly aimed at drone use, any state law prohibiting conduct that would endanger a person or property would also likely apply to conduct committed by using a drone. This may authorize law enforcement actions against drones and drone operators to prevent imminent loss of life, bodily injury, etc.

Finally, state civil trespass laws could also potentially apply to a trespass committed with a drone.

These provisions likely address the concerns that a city may have about privacy protections. Moreover, a local ordinance criminalizing an invasion of privacy would likely be preempted by the Penal Code.

Local Regulation

Cities have generally had very limited options for regulation of drones. The City may adopt regulations consistent with its police powers, which includes regulations aimed at promoting public health, public morals, and public safety, and includes land use regulations. Based on the Council's direction, Staff and the City Attorney's office have surveyed Southern California Cities[1] that have adopted an ordinance regulating drones and they all appear to be similar in nature and include prohibitions on the following:

- Prohibits operation in a manner that interferes with first responders, manned aircraft, and shall always give way to the same.
- Prohibits operation of drones beyond the natural visual line of sight of the person it.
- Prohibits operation other than during daylight hours, as defined.
- Prohibits operation more than 400 feet above the earth's surface.
- Prohibits operation closer than 25 feet to any individual, except the operator or the operator's helper(s).
- Prohibits any violation of state or federal regulations
- Prohibits operation in a careless or reckless manner so as to endanger the life or property of another.
- Prohibits operation within a certain amount of distance between an airport, school, or special or government event.
- Some cities require persons who desire to operate a drone within the city to first obtain a permit through the City and register the drone.
- Most exempt local government, emergency response, and/or military operation of drones from regulation.

It should be noted that that some of these regulations are likely preempted by, and/or conflict with, federal and state law and would likely be struck down if challenged in court. In order to avoid a challenge to any regulation of drones, the best option for local

[1] Staff was able to identify ordinances adopted by the cities of Los Alamitos, Yorba Linda, Calabasas, Hermosa Beach, Barstow, Beverly Hills, Los Angeles, and Pasadena

regulation is through the City's power to regulate land use. In light of these limitations, the best way for the City to regulate drones is as follows:

(1) Do nothing and wait until the law is more settled in this area. Federal and state regulations, and existing City ordinances, will still apply including the above-mentioned areas of invasion of privacy, and trespass and interference with emergency vehicles/response.

(2) Enact regulations limiting the times and locations in the City where drones can take off and land, as authorized by the City's broad powers to regulate land use.

    (a) Specifically, the City could limit the times and locations within the City where drones can take off and land, just as airplanes are limited as to where they can take off and land. Such regulations would place a practical limit on the areas in the City were drones can fly since commercial and hobby drones can only be flown within the unaided visual line of sight of the drone operator (unless the operator has a waiver). (14 C.F.R. § 107.31; Public Law No. 112-95 § 336(c)(2).)

(3) Collaborate with and support local law enforcement, including the Irwindale Police Department, in the enforcement of existing state laws that are applicable to drones, including laws prohibiting trespassing and invasion of privacy interference with emergency vehicles/response.

It is therefore recommended that the City Council discuss, and provide direction regarding any regulation of UAS/Drones.

FISCAL IMPACT
None.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 2F

Date: February 8, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adoption of the 2023-2023 Legislative Platform

City Manager's Recommendation:

That Council approves the 2023-2024 Legislative Platform.

Administrative Action:

Prepared/Submitted by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian R. Guerra, City Attorney — **Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:
Cities adopt a legislative Platform ("Platform") to efficiently administer responses to legislative proposals. The proposed Legislative Platform identifies issues deemed important to the City, and upon City Council approval will enable staff to proactively engage in the legislative process and respond to issues in a timely manner.

The Legislative Platform is a guide to process urgent requests in support, against or neutral position on legislative proposals. The proposed Legislative Platform is drafted using the guiding priorities of the City Council, as established in the City's Goals and Objectives. Once adopted, the Legislative Platform remains in effect for the duration of the legislative cycles. The City Council may add, remove, or modify items during the biannual Legislative Platform update.

Every two years, the City Manager's Office will submit an agenda report to the City Council regarding its proposed state and federal priorities, establishing the basis for the two upcoming legislative cycles. Legislative issues impacting the city that are not addressed in the Legislative Platform will be placed on an agenda for the City Council's direction.

Upon adoption of the Legislative Platform, the City Manager's Office will continue to exercise day-to-day oversight of legislative matters. In addition to coordinating formal action through the City Council, the City Manager (or designee) will administer the City's Legislative Platform by carrying out the following functions:

- Work with Department Heads/Managers to identify matters of legislative importance and develop positions on federal and state legislative proposals and general matters of legislative interest.
- Communicate important legislative matters to the City Council through periodic updates, and identify and coordinate positions for formal action by the City Council.
- Review positions and analysis done by the League of California Cities, National League of Cities, the City's legislative advocate, and local government/professional associations in formulating positions.
- Monitor and track key bills through the legislative process utilizing the City's advocacy services, legislative websites, and government/professional associations.
- Communicate the City's positions to federal, state, and county legislators.
- Participate as needed in the drafting and amending of legislative proposals that significantly impact the City.
- Work with the League of California Cities, National League of Cities, legislative advocate, other cities and local government/professional associations on legislative matters of mutual concern.
- Participate and attend legislative briefings and meetings to actively engage and stay apprised of legislative trends and upcoming legislation.

Under the proposed Legislative Platform, responses to legislative proposals will be processed as follows:

1. Once a determination has been made that a legislative proposal may impact the City and is identified on the approved Legislative Platform, a letter outlining the City's positon (support/neutral/opposition) will be reviewed, approved and signed by the Mayor, Mayor Pro Tem in the absence of the Mayor, or City Manager (1) in absence of the Mayor and Mayor Pro Tem; or (2) when time is of the essence.

2. If a determination is made that a legislative proposal may impact the City and is not identified on the approved Legislative Platform, a letter outlining the City's position (support/neutral/opposition) will be prepared and presented for City Council review and approval.

a. The draft letter will be presented to the City Council at a public meeting for approval/revisions.

b. Upon approval, the letter may be signed by Mayor, Mayor Pro Tem in absence of Mayor, or City Manager (1) in absence of the Mayor and Mayor Pro Tem; or (2) when time is of the essence.

3. The final position letter will be forwarded to the bill's author, the League of California Cities, the City's legislative advocate; and other stakeholders as deemed appropriate.

4. A copy of the final letter will be distributed to the City Council.

Staff is therefore recommending that the City Council adopt the 2023 through 2024 Legislative Platform.

Fiscal Impact:
There is no fiscal impact associated with the adoption of a Legislative Platform.

Attachment:
1) 2023-2024 Legislative Platform

CITY OF IRWINDALE 2023-2024 LEGISLATIVE PLATFORM

CITY COUNCIL

H. Manuel Ortiz, Mayor
Albert F. Ambriz, Mayor Pro Tem
Mark A. Breceda, Council Member
Larry G. Burrola, Council Member
Manuel R. Garcia, Council Member

City of Irwindale
Legislative Platform
2023-2024

The objective of the Legislative Platform for the City of Irwindale is to adopt official City positions on specific legislative issues at the start of the legislative session. The Legislative Platform's streamline approval process provides staff with clear direction on pertinent legislative issues.

The Legislative Platform is developed and maintained using the goals and objectives adopted by the Irwindale City Council, a review of legislative priorities from the League of California Cities, National League of Cities, input from the Council and staff, the City's legislative advocate, research of current law and pending legislation, as well as discussion with local legislative staff and the City's legal counsel.

Federal and state legislative proposals and policies consistent with the legislative priorities may be supported by the City. Those policies or proposals inconsistent with this platform may be opposed by the City.

For proposed legislation, either consistent with the City's legislative priorities or consistent with legislative positions the City has taken in the past; City staff shall be authorized to prepare position letters for the Mayor's signature. Items not addressed in the City's legislative priorities will require Council direction, and staff will submit a request to Council. Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their discipline. However, any requests for the City to take positions on a legislative matter must be directed to the City Manager's Office. City departments may not take positions on legislative issues without City Manager's Office review and approval.

The process for responding to legislative proposals is streamlined as follows:

1. Once a determination has been made that a legislative proposal may impact the City and is identified on the approved Legislative Platform, a letter outlining the City's positon (support/neutral/opposition) will be reviewed, approved and signed by the Mayor, Mayor Pro Tem in the absence of the Mayor, or City Manager (1) in absence of the Mayor and Mayor Pro Tem; or (2) when time is of the essence.

2. If a determination is made that a legislative proposal may impact the City and is not identified on the approved Legislative Platform, a letter outlining the City's position

(support/neutral/opposition) will be prepared and presented for City Council review and approval.

a. The draft letter will be presented to the City Council at a public meeting for approval/revisions.

b. Upon approval, the letter may be signed by Mayor, Mayor Pro Tem in absence of Mayor, or City Manager (1) in absence of the Mayor and Mayor Pro Tem; or (2) when time is of the essence.

3. The final position letter will be forwarded to the bill's author, the League of California Cities, the City's legislative advocate; and other stakeholders as deemed appropriate.

4. A copy of the final letter will be distributed to the City Council.

ADMINISTRATIVE SERVICES

General Area of Review: Elections, Brown Act, Public Records, Political Reform Act, Conflict of Interest and Open and Transparent Government.

1. Support legislation that would increase voter turnout in local elections, (e.g., mail ballots, more information to voters for judicial elections).

2. Support legislation that strengthens local control over election related matters such as boundary and district requirements.

3. Support measures that enable cities to maximize their ability to efficiently and effectively administer local elections, including programs designed to encourage and increase voter education, registration and voter turn-out.

4. Support reforms to modernize the structure, governance, management and method of financing State government.

5. Support legislation that discourages baseless and frivolous claims and demands made against municipalities, their officers and employees.

6. Oppose legislation that limits the authority of municipalities to enforce their own ordinances in municipal courts.

7. Support measures that preserve the integrity and fundamentals of the Brown Act while opposing measures that would constrain communication among staff and local officials.

8. Support measures increasing local autonomy, protecting privacy and maintaining our

authority over public records. This includes measures that provide for the recovery of costs with regard to public records requests.

9. Support efforts to amend rules that limit and restrict local governments' ability to achieve greater transparency of governmental business by improving the platform in which agencies can publish and advertise notices, resolutions, orders, or other matters required by law.

10. Support measures that promote transparency, public participation and first amendment rights, while preserving procedures that continue to foster efficient government proceedings.

11. Support alternative methods of meeting public notice requirements and enhancing them through the use of cost effective and innovative, technology friendly methods of communication.

COMMUNITY SERVICES

General Area of Review: Arts, Cultural Resources, Public Parks/Recreation Facilities, Public Libraries, Seniors and Healthy Cities.

1. Support legislation that will help provide residents with safe, accessible services and facilities.

2. Support legislation that provides adequate and consistent funding to support the acquisition, development, and operation and maintenance requirements of recreation, parks and community services agencies at the Local, State, and Federal levels.

3. Oppose action that depletes services and funding sources created to enhance the community's varying needs.

4. Support Federal and State funding opportunities for cultural arts programs, libraries, parks, recreation and human services, trails, open space, and facility development/renewal.

5. Support Federal and State funding opportunities that promote our ability to provide public access to technology at community facilities.

6. Support Federal and State funding opportunities that promote health and wellness services and education offered to the youth, low income and senior communities.

7. Support access opportunities for all Californians to physical activity, proper nutrition and healthy lifestyle options through the promotion of active transportation, complete

street implementation, healthy foods, youth programming and maximizing the usage of green space in urban/suburban and rural settings for personal enjoyment.

ECONOMIC DEVELOPMENT

General Areas of Review: Economic Development, Redevelopment and Job Creation

1. Oppose legislation that erodes the ability of cities to condition and deny projects that inadequately mitigate impacts to the community.

2. Support legislation that preserves or increases funding for the Community Development Block Grant (CDBG) program as provided by the U.S. Department of Housing and Urban Development.

3. Support legislation that enhances the City's efforts to retain existing businesses and attract new businesses.

4. Support legislation that provides tangible and productive tools and incentives to support job creation and retention.

5. Support funding opportunities for small business assistance, loan programs for business improvements, and tax credits for businesses.

6. Support legislation that clarifies and narrows the prevailing wage standard for economic development, public works, and affordable housing projects.

EMPLOYEE AND LABOR RELATIONS

General Area of Review: Labor Relations, Employee Relations and Human Services

1. Oppose any measure that imposes upon local government mandated employee benefits that are more properly decided at the local level.

2. Oppose efforts which reduce local control over public employee disputes and impose the regulations of an outside agency.

3. Support reform measures that provide sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

4. Oppose efforts to legislate changes in how the California Public Employee Pension System invests its assets if the proposed changes will result in a loss of funds.

5. Support legislation that streamlines the Workers' Compensation system and makes it easier for employers, employees, and health care providers to navigate.

ENVIRONMENT

General Area of Review: Air, Water and Water Quality, Climate Change, CEQA, Energy Efficiency, Recycling, Solid Waste Management, Hazardous Materials and Utilities

1. Oppose legislation that imposes undue hardship on local agencies to implement environmental regulations.

2. Oppose air quality legislation that restricts the land use authority of cities.

3. Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed state or federal regulations and/or are outside their jurisdictional authority to impose or enforce.

4. Oppose efforts to mandate a state water public benefits charge unless funds remain within the local community.

5. Oppose new regulations that do not allow appropriate time and resources for compliance.

6. Support legislation that allows flexibility in the City's effort to cost- effectively meet energy goals.

7. Support legislation that keeps funding for public benefits programs in local communities.

8. Oppose legislation that imposes a mandate on local governments or private industry on how to achieve energy efficiencies.

9. Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed state or federal regulations and/or are outside their jurisdictional authority to impose or enforce.

10. Support legislation that provides funding for water infrastructure, security and programs that promote water reuse and conservation.

FISCAL RESPONSIBILITY

General Area of Review: Finance Administration, Taxation Reform, General and Special Revenue, and Revenue Sources at the Federal, State and Local Levels

1. Oppose any legislation that would make local agencies more dependent on the State for financial stability and policy direction

2. Oppose legislation that would impose State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.

3. Support full cost reimbursement to the City for all federal, state and county-mandated programs.

4. Support legislation that strengthens and expands ongoing revenue for the City.

5. Support legislation that changes the allocation of sales tax for online purchases from the County pool and reallocates it to the city where the purchase is made.

6. Oppose legislation that undermines and preempts local authority over local taxes and fees.

7. Support advocacy for legislation or ballot measures to prevent the State from borrowing, raiding, or otherwise redirecting local government funds (i.e. – local taxes, sales tax, property taxes, etc.).

8. Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

HOUSING, COMMUNITY DEVELOPOMENT AND PLANNING

General Area of Review: Housing, Land Use, Development and Building Standards

1. Support legislation that would provide additional resources, including adequate funding, to local agencies to address regional growth issues such as air quality, water quality, air pollution, transportation corridors, and homelessness.

2. Oppose legislation that imposes a mandatory cap on local parking standards in transit intensive areas.

3. Oppose legislation and regulatory efforts that would diminish or eliminate the authority of cities to zone and plan for the development of telecommunications infrastructure, including the siting of cellular communications towers or transmission sites.

4. Support legislation that strengthens the concept of local control/local home rule for local decision making on land use and zoning matters.

5. Oppose legislation that places new restrictions on local land use control and transportation funding tied to external factors beyond municipal control.

6. Support housing element reform that provides local government the greatest flexibility to achieve realistic goals and support funding of mandated General Plan Housing Element Updates and related processes (i.e. RHNA).

7. Support efforts to reduce the role of the State's Housing and Community Development department in City affairs.

8. Support efforts to fund essential public facilities.

9. Support legislation and local, state, and federal programs that employ evidence-based best practice strategies to reduce the number of people experiencing homelessness by: preventing homelessness for those at risk; providing emergency and transitional housing; expanding affordable permanent housing; and promoting self-empowerment through counseling, job training, and other supportive services.

10. Support State and Federal funding to enhance mental health services for those living in homelessness.

11. Support new funding from the county, State, and Federal government for expanded Street Outreach Teams in collaboration with law enforcement, first responders, and the County's health and mental health departments for those affected by homelessness and mental health issues.

12. Support new funding from county, State, and Federal sources for the legal removal and storage of homeless belongings and cleaning of areas used by the homeless.

13. Support legislation that enhances local control and allows cities to address the needs of local constituents within a framework of regional cooperation.

14. Oppose preemption of local authority whether by state or federal legislation or ballot propositions.

15. Support legislation that streamlines and simplifies the job of running a city and oppose efforts that erode the City's authority to control its own affairs.

16. Support legislation that provides the City with options in meeting its housing needs; or what would simplify the Housing Element review process while still ensuring City housing needs are met.

PUBLIC SAFETY

General Area of Review: Law Enforcement, Emergency Communications, Emergency Services and Disaster Preparedness

1. Support measure that encourage community safety and well-being.

2. Support measures that encourage disaster preparedness and emergency planning.

3. Oppose legislation that serves to impact eligibility for local jurisdictions in regard to disaster response and recovery assistance.

4. Oppose reductions on Citizen's Option for Public Safety (COPS) funding.

5. Oppose legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.

6. Support efforts that strengthen local law enforcement's ability to prevent and fight crime.

7. Support legislation that minimizes alcohol-related criminal behavior and underage drinking.

TRANSPORTATION, COMMUNICATION AND PUBLIC WORKS

General Area of Review: Transportation, Construction, Telecommunications and General Public Works Related Areas

1. Support measures to finance local and regional transportation programs and improvements, including alternative modes of transportation and transportation demand management systems.

2. Support continuous appropriations of new monies directly to cities for the preservation, maintenance, rehabilitation, and development of local street and road systems.

3. Support legislation that facilitates cooperative programs among government agencies in order to help the City meet its basic needs, including transit, street, highway, road and bridge construction and maintenance, and safe corridors for bicyclists and pedestrians.

4. Support new processes to expedite the permitting and environmental review and approval of transportation projects.

5. Oppose the reduction/elimination of previously dedicated funds for any transportation projects, especially those that are currently nearing construction and have been delayed by agency actions beyond the City's control.

6. Oppose transportation proposals that would adversely affect the quality of life in Irwindale by increasing traffic congestion, air pollution or other problems.

7. Oppose legislation that ties transportation funds to compliance with land use, housing, or climate change goals.

8. Support legislation that requires the California Public Utilities Commission (PUC), Federal PUC and railroad operators to adopt and fund programs to construct grade separations necessary for public safety and welfare.

9. Support legislation that would lift the minimum requirement of payment of prevailing wages on municipal Public Works projects to amounts greater than $500,000.

Monthly Overview
2023 State Legislative Calendar

Below is an overview that summarizes major legislative events and key dates that occur month-to-month, and following is the 2023 Legislative Calendar created by the Office of the Secretary of the Senate.

January	The previous year's laws go in effect during this month. Legislature reconvenes to discuss the new year of legislation ahead, and all bill requests must be submitted to the Office of Legislative Counsel before the end of the month. Budget must be submitted by the Governor during the beginning portion of the month.
February	The last day for bills to be introduced occurs February 17.
March	Spring recess begins March 30 and reconvenes April 10.
April	The end of this month marks the last day for policy committees to hear and report to fiscal committees regarding fiscal bills being introduced.
May	Policy committees must hear and report non-fiscal bills by May 5. Policy committees last day to meet is May 12 before convening in June. May 19 marks the last day for fiscal committees to hear and report to the Floor bills introduced in their house. Floor session conducted at the end of the month.
June	June 2 is the last day for bills to be passed out of the house of origin. Budget Bill must be passed by midnight June 15.
July	Policy committees meet and report fiscal bills by July 14. Summer Recess begins provided Budget Bill has been passed.
August	Legislature reconvenes from Summer Recess on August 14. Fiscal committees meet and report bills to the Floor.
September	All bills to be passed by September 14.
October	October 14 is the last day for Governor to sign or veto bills passed by the Legislature on or before Sept. 1 and in his possession after September 14.

2023 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK
Revised 11/4/2022

JANUARY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	TH	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	TH	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	TH	F	S
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DEADLINES

Jan 1 Statutes take effect (Art. IV, Sec. 8(c)).

Jan. 4 Legislature **reconvenes** (J.R. 51(a)(1)).

Jan. 10 Budget must be submitted by Governor (Art. IV, Sec. 12(a)).

Jan. 16 Martin Luther King, Jr. Day

Jan. 20 Last day to submit **bill requests** to the Office of Legislative Counsel

Feb. 17 Last day for bills to **be introduced** (J.R. 61(a),(1)(J.R. 54(a)).

Feb. 20 Presidents' Day.

Mar. 30 **Spring recess** begins upon adjournment of this day's session (J.R. 51(a)(2)).

Mar. 31 Cesar Chavez Day.

Apr. 10 Legislature reconvenes from **Spring recess** (J.R. 51(a)(2)).

Apr. 28 Last day for **policy committees** to hear and report to **fiscal committees** **fiscal bills** introduced in their house (J.R. 61(a)(2)).

May 5 Last day for **policy committees** to hear and report to the floor **non-fiscal bills** introduced in their house (J.R. 61(a)(3))

May 12 Last day for **policy committees** to meet prior to June 5 (J.R. 61(a)(4)).

May 19 Last day for **fiscal committees** to hear and report to the Floor bills introduced in their house (J.R. 61(a)(5)).

Last day for **fiscal committees** to meet prior to June 5 (J.R. 61(a)(6)).

May 29 Memorial Day.

May 30-June 2 **Floor Session Only.** No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61(a)(7)).

*Holiday schedule subject to Senate Rules committee approval

Page 1 of 2

2023 TENTATIVE LEGISLATIVE CALENDAR

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE AND THE OFFICE OF THE ASSEMBLY CHIEF CLERK
Revised 11/4/2022

JUNE						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 2 Last day for each house to pass bills introduced in that house (J.R. 61(a)(8)).

June 5 Committee meetings may resume (J.R. 61(a)(9)).

June 15 Budget must be passed by **midnight** (Art. IV, Sec. 12(e)(3)).

JULY						
S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 4 Independence Day.

July 14 Last day for **policy committees** to meet and report bills (J.R. 61(a)(10)).

Summer Recess begins upon adjournment of session provided Budget Bill has been passed (J.R. 51(a)(3)).

AUGUST						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug. 14 Legislature reconvenes from **Summer Recess** (J.R. 51(a)(3)).

SEPTEMBER						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sept. 1 Last day for **fiscal committees** to meet and report bills to Floor (J.R. 61(a)(11)).

Sept. 4 Labor Day.

Sept. 5-14 **Floor session only.** No committees, other than conference or Rules committees, may meet for any purpose (J.R. 61(a)(12)).

Sept. 8 Last day to **amend** on the floor (J.R. 61(a)(13)).

Sept. 14 Last day for **each house to pass bills** (J.R. 61(a)(14)).
Interim Study Recess begins at the end of this day's session (J.R. 51(a)(4)).

*Holiday schedule subject to Senate Rules committee approval

IMPORTANT DATES OCCURRING DURING INTERIM STUDY RECESS

2023
Oct. 14 Last day for Governor to sign or veto bills passed by the Legislature on or before Sept. 14 and in his possession after Sept. 14 (Art. IV, Sec.10(b)(1)).

2024
Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).
Jan. 3 Legislature reconvenes (J.R. 51(a)(4)).

Elected Officials Representing Irwindale

CALIFORNIA STATE GOVERNOR

Name	Capitol Address	Capitol Numbers
Governor Gavin Newsom	State Capitol, Suite 1173 Sacramento, CA 95814	Phone: 916-445-2841 Fax: 916-558-3160

CALIFORNIA STATE ASSEMBLY

Name	Capitol Address	Capitol Numbers	Local Address	Local Numbers
Assemblymember Blanca E. Rubio 48th Assembly District	State Capitol, Rm 5175 P.O. Box 942849 Sacramento, CA 94249	Phone: 916-319-2048 Fax: 916-319-2148	100 North Barranca St, Suite 895 West Covina, CA 91791	Phone: 626-960-4457 Fax: 626-960-1310

CALIFORNIA STATE SENATOR

Name	Capitol Address	Capitol Numbers	Local Address	Local Number
Senator Susan Rubio 22nd District	State Capitol, Rm 4052 Sacramento, CA 95814	Phone: 916-651-4022 Fax: 916-651-4922	100 S. Vincent Ave, Suite 401 West Covina, CA 91790	Phone: 626-430-2499

LOS ANGELES COUNTY BOARD OF SUPERVISOR

Name	District Address	District Numbers
Supervisor Hilda L. Solis First District	856 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012	Phone: 213-974-4111 Fax: 213-613-1739

UNITED STATES CONGRESS

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Congresswoman Grace F. Napolitano 32nd District of California	1610 Longworth Washington, DC 20515	Phone: 202-225-5256 Fax: 202-225-0027	4401 Santa Anita Ave Suite 201 El Monte, CA 91731	Phone: 626-350-0150 Fax: 626-350-0450

UNITED STATES SENATOR

Name	Washington Address	Washington Numbers	Local Address	Local Numbers
Senator Dianne Feinstein	331 Hart Senate Bldg Washington, DC 20510	Phone: 202-224-3841	11111 Santa Monica Blvd., Suite 915 Los Angeles, CA 90025	
Senator Alex Padilla	Russell Senate Bldg Suite B03 Washington, DC 20510	Phone: 202-224-3553 Fax: 202-224-2200	11845 W Olympic Blvd Suite 1250W Los Angeles, CA 90064	Phone: 310-914-7300 Fax: 310-914-7318

SA Item 1A2

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

JANUARY 11, 2023
WEDNESDAY
7:51 P.M.

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

ROLL CALL:

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Burrola, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:52 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

HA Item 1A2

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

JANUARY 11, 2023
WEDNESDAY
7:52 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL: Present: Board Members Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Vice Chair Albert F. Ambriz; Chair H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant Executive Director; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR None; no action necessary.

NEW BUSINESS

ITEM NO. 2A
VERBAL UPDATE ON MORADA WALL UPDATE

VERBAL UPDATE ON MORADA WALL UPDATE (Joint with City Council)

DIRECTOR HANNA

Director Hanna advised that Assistant to the Executive Director Espino has arranged for him and Executive Director Miranda to meet with residents to discuss the location of the walls as well as the structure plans, before proceeding with the construction of the walls.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:52 p.m.

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Laura M. Nieto, MMC
Chief Assistant Authority Secretary