

CITY OF IRWINDALE

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



AMENDED

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

October 25, 2023

SPECIAL MEETING – 5:30 P.M.

REGULAR MEETING – 6:30 PM

H. MANUEL ORTIZ - Mayor

ALBERT F. AMBRIZ - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

LARRY G. BURROLA - Councilmember

MANUEL R. GARCIA - Councilmember

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

Or One tap mobile: +16699006833,,87104592389# US (San Jose)

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.**1. CALL TO ORDER****2. ROLL CALL: Councilmembers: Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz****3. AB 2449 DISCLOSURES**

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION**A. Conference with Real Property Negotiator**

Pursuant to California Government Code Section 54956.8

1) Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)

Agency negotiator: Marilyn Simpson, Community Development Director

Negotiating parties: Rudolfo A. Dominguez Trustee

Under negotiation: Price and terms of payment

2) Property: Las Casitas (5164 Ayon Avenue)

Parties: Northridge Group & Housing Authority

Under Negotiation: Price and terms

3) Property: 14905 Los Angeles Street, Irwindale CA

Agency Negotiator: Julian Miranda, Executive Director

Negotiating Parties: Marianna Diaz

Under Negotiation: Price and terms of payment

B. Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9 (d)(2), (e)(1)

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

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. NEW BUSINESS

- A. Pedestrian Crossing on Irwindale Avenue-Verbal Update)

Department: Engineering

9. ADJOURNMENT

Special meeting agenda amended on
Monday, October 23, 2023 at 1:50 p.m. to
add Item 8A

OPEN SESSION – 6:30 P.M.

10. CALL TO ORDER

11. PLEDGE OF ALLEGIANCE

12. INVOCATION

13. AB 2449 DISCLOSURES

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

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

15. CHANGES TO THE AGENDA

16. COUNCIL MEMBER TRAVEL REPORTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Irwindale Chamber of Commerce Business of the Month - L.I.F.E. Management Systems

19. CONSENT CALENDAR

A. Minutes

Department: City Clerk

Recommendation: Approve the following minutes:

1) Special meeting held October 11, 2023

2) Regular meeting held October 11, 2023

B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

C. Investment Quarterly Report – September 30, 2023 (Joint item for all agencies)

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2023.

- D. Approve a Fee Waiver for the Tournament of Roses Waiving City Transportation/Oversized Vehicle Fees

Department: Administration

Recommendation: That the City Council of the City of Irwindale approve **Resolution No. 2023-79-3457** entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY TRANSPORTATION / OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$1,088.00.**"

- E. Approval of Settlement Agreement and Release of All Claims - Eddie Arteaga

Department: Human Resources

Recommendation: That the Irwindale City Council approve and authorize the City Manager to execute the attached Settlement Agreement and Release of All Claims with Eddie Arteaga for full and final settlement of all claims against the City of Irwindale for the amount of \$40,000.00.

- F. Request to Approve a Memorandum of Understanding Between the Cities of Azusa, Duarte, and Irwindale to Collaborate on Services to Enhance Public Safety in the North San Gabriel River Area

Department: Administration

Recommendation: That the City Council of the City of Irwindale approve and authorize the City of Irwindale (City) to enter into a Memorandum of Understanding (MOU) and authorize the City's participation in the North San Gabriel River Working Group ("NSGRWG") to collaborate on services and enhance public safety in the North San Gabriel River Area with the Cities of Duarte and Azusa.

- G. Request to approve Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the construction of eleven (11) speculative concrete tilt-up buildings for a total of 1.27 million square feet of light industrial commercial business park uses on an approximately 62.7 acre project site located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

Department: Community Development

Recommendation: That the City Council approve the attached Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

- H. Letter of Authorization to allow the San Gabriel Valley Council of Governments to apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale

Department: Public Services

Recommendation: Adopt Resolution No. 2023-81-3459 entitled, "**A Resolution of the City Council of the City of Irwindale Authorizing the City Manager to sign a Letter of Authorization to allow the San Gabriel Valley Council of Governments to apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale.**"

- I. Approval of Memorandum of Agreement and Related Addendums with Southern California High Intensity Financial Crimes Area (HIFCA), El Camino Real (ECR) Financial Crimes Task Force between

The Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Los Angeles, and Irwindale Police Department

Department: Police

Recommendation: (1) Approve and Authorize the Chief of Police to execute the Memorandum of Understanding (MOU) Between the Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Los Angeles (Homeland Security) and the City of Irwindale Police Department for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund;

(2) Approve and Authorize the Chief of Police to execute the Addendum to the MOU Between Homeland Security and the City of Irwindale Police Department;

(3) Approve and Authorize the Chief of Police to execute the First Amended Memorandum of Agreement for the Southern California High Intensity Financial Crimes Area (HIFCA) El Camino Real (ECR) Financial Crimes Task Force Between Homeland Security and the City of Irwindale Police Department; and

(4) Approve and Authorize the Chief of Police to execute the Addendum to the First Amended Memorandum of Agreement for the Southern California High Intensity Financial Crimes Area (HIFCA) El Camino Real (ECR) Financial Crimes Task Force Between Homeland Security and the City of Irwindale Police Department.

20. 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 or Teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

21. NEW BUSINESS

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

22. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

25. ADJOURN

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

26. AB 2449 DISCLOSURES

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

27. 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.

28. CONSENT CALENDAR

A. Minutes

Department:

Recommendation: Approve the following minutes:

- 1) Regular meeting held October 11, 2023

B. Investment Quarterly Report – September 30, 2023 (Joint item for all agencies)

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2023.

29. NEW BUSINESS

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

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. 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.

34. CONSENT CALENDAR

A. Minutes

Department:

Recommendation: Approve the following minutes:

- 1) Regular meeting held October 11, 2023

B. Investment Quarterly Report – September 30, 2023 (Joint item for all agencies)

Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2023.

35. NEW BUSINESS

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

36. PUBLIC HEARINGS

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

37. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on October 25, 2023, be posted at the City Hall, Library, and Post Office on October 20, 2023.



Laura M. Nieto, MMC
Chief Deputy City Clerk

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

OCTOBER 11, 2023
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Absent: Council / Board Member Mark A. Breceda

Also Present: Julian A. Miranda, City Manager / Executive Director;
 Adrian Guerra, City Attorney / General Counsel; and Laura Nieto,
 Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

**SPONTANEOUS
 COMMUNICATIONS**

None.

**RECESS TO
 CLOSED SESSION**

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

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
 Agency Negotiator: Marilyn Simpson, Community Development
 Director (General Counsel Guerra presenting on her behalf)
 Negotiating Parties: Rudolfo A. Dominguez Trustee
 Under Negotiation: Price and terms of payment

ACTION: Discussed, brief update provided to the Housing Authority Board. No reportable action taken.

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Sections 54954.5(c), 54956.9 (d) (1)

Name of Case: Five Points, LP vs. City of Irwindale
 Case Number: 22SCTV01394

ACTION: Update provided; no action taken.

Conference with Legal Counsel – Anticipated Litigation

Significant Exposure to Litigation

Pursuant to Government Code Section 54956.9 (d)(2), (e)(1)

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that ~~1b~~ there is significant exposure to litigation against

the City. The facts and circumstances are those that might result in litigation against the City but which the City believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

ACTION: Discussed, information provided to the City Council; no action taken

Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation (Pursuant to Government Code Section 54956.9 (d)(4))

Number of Cases: One

ACTION: Pursuant to the provisions of Government Code 54957.1, the Council, by a vote of 4 to 0, directed City Attorney Guerra to explore the initiation of litigation. Information would be provided upon inquiry once the action is formally commenced.

NEW BUSINESS

ITEM E
MORADA STREET
BLOCK WALL

MORADA STREET BLOCK WALL (VERBAL UPDATE)

CITY ATTORNEY
GUERRA

City Attorney Guerra advised that this item will be discussed after the regular meeting of the Housing Authority Board.

**RECONVENE IN
OPEN SESSION**

At 6:38 p.m., the City Council / Housing Authority reconvened in Open Session.

RECESS

At 6:40 p.m., the City Council / Housing Authority recessed to discuss the items under the Regular Meeting agenda.

**RECONVENE IN
OPEN SESSION**

At 8:21 p.m., the Housing Authority reconvened in Open Session to discuss Item E.

ITEM E
MORADA STREET
BLOCK WALL

MORADA STREET BLOCK WALL (VERBAL UPDATE)

DIRECTOR CHAN

Director Chan presented the report wherein he explained that the Board has previously proposed to construct a 6-foot block wall to provide the residents near 5239 with security and privacy. Staff hired a land surveyor who determined that an existing chain link fence has encroached onto City property. Staff has two options: 1) build a wall with conventional footing which would require an offset from the property line. This method would not require temporary construction easements from the adjacent property; however, the City would need

to designate the sliver of land behind the block wall as unusable, or 2) construct a block wall with footing along the property line. Here, construction would cost about twice that of option 1 and would require a temporary construction easement from the adjacent property. It would also take longer to build.

MOTION

A motion was made by Board Member Garcia, seconded by Board Member Burrola, to move forward with Option 1. The motion was unanimously approved; Board Member Breceda absent.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:27 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

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

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Evan Romero.

AB 2449 DISCLOSURES

None.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

MAYOR ORTIZ

Mayor Ortiz thanked the Engineering Department for arranging to install the left turn signal at the intersection of Vincent and Arrow.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

LIFESAVING
 RECOGNITION TO
 IRWINDALE POLICE

LIFESAVING RECOGNITION TO IRWINDALE POLICE LT. JOSE VARGAS, SGT. GREG GOMEZ, SGT. JESSE BRAVO, OFC. BYRON ARAICA, OFC. STEVEN ORTIZ, OFC. SHAWN CORY, AND DISPATCHERS ERAIN AGUILAR AND JACKIE HERNANDEZ

The presentation was made.

CERTIFICATE OF
RECOGNITION TO
SURFACEONE

CERTIFICATE OF RECOGNITION TO SURFACEONE

The certificate was presented.

2023 SAN GABRIEL
VALLEY COUNCIL
OF GOVERNMENTS
UPDATE

2023 SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
UPDATE

The update was presented.

IRWINDALE CHAMBER
OF COMMERCE
QUARTERLY UPDATE

IRWINDALE CHAMBER OF COMMERCE QUARTERLY UPDATE

The update was presented.

ATHENS SERVICES
COMMUNITY UPDATE

ATHENS SERVICES COMMUNITY UPDATE

The presentation was made.

PROCLAMATION
PROCLAIMING
OCTOBER AS
ANTI-BULLYING MONTH

PROCLAMATION PROCLAIMING OCTOBER AS ANTI-BULLYING
MONTH

The presentation was made.

CONSENT CALENDAR

MOTION

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

ITEM NO. 1
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held September 27, 2023

ITEM NO. 2
WARRANTS

WARRANTS

The warrant register was approved.

ITEM NO. 3
AMENDMENT NO. 2 -
NEIGHBORHOOD
COYOTE PROGRAM
MOA WITH THE
SAN GABRIEL VALLEY
COUNCIL OF GOVTS.

AMENDMENT NO. 2 TO THE NEIGHBORHOOD COYOTE
PROGRAM MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF IRWINDALE AND THE SAN GABRIEL VALLEY COUNCIL
OF GOVERNMENT

RESOLUTION NO.
2023-74-3452
ADOPTED

Resolution No. 2023-74-3452, entitled: "A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING THE
APPROVING OF AMENDMENT NO. 2 TO THE MEMORANDUM OF

AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM.”

ITEM NO. 4
AWARD OF
CONTRACT FOR HVAC
PREVENTATIVE
MAINTENANCE AND
REPAIR FOR CITY
OWNED BUILDINGS

AWARD OF CONTRACT FOR HVAC PREVENTATIVE
MAINTENANCE AND REPAIR FOR CITY OWNED BUILDINGS

RESOLUTION NO.
2023-74-3454
ADOPTED

Resolution No. 2023-74-3454, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND ACCO ENGINEERED SYSTEMS FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIRS FOR CITY OWNED BUILDINGS, AND APPROPRIATING ADDITIONAL FUNDING,” was adopted.

ITEM NO. 5
RATIFICATION OF
TOTAL CONTRACT
AMOUNT FOR AND
PAYMENTS TO PUBLIC
SAFETY CONSULTING,
INC. FOR PERSONNEL
INVESTIGATIVE
SERVICES

RATIFICATION OF TOTAL CONTRACT AMOUNT FOR AND
PAYMENTS TO PUBLIC SAFETY CONSULTING, INC. FOR
PERSONNEL INVESTIGATIVE SERVICES

RESOLUTION NO.
2023-78-3456
ADOPTED

Resolution No. 2023-78-3456, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RATIFYING THE TOTAL CONTRACT AMOUNT FOR, AND PAYMENTS TO, PUBLIC SAFETY CONSULTING, INC. FOR PERSONNEL INVESTIGATIVE SERVICES,” was adopted.

ITEM NO. 6
AMENDMENT NO. 1
TO CONTRACT
SERVICES AGMT.
WITH DICKERSON,
MCCULLOCH & ASSOC.

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT
WITH DICKERSON, MCCULLOCH & ASSOCIATES, LLC FOR
PERSONNEL INVESTIGATIVE SERVICES AND RELATED
BUDGET APPROPRIATION

LLC

RESOLUTION NO.
2023-77-3455
ADOPTED

Resolution No. 2023-77-3455, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPROPRIATION OF \$31,807.50 FROM GENERAL FUND RESERVES FOR PERSONNEL INVESTIGATIVE SERVICES BETWEEN THE CITY OF IRWINDALE AND DICKERSON, MCCULLOCH & ASSOCIATES, LLC”, was adopted, and Amendment No. 1 to Contract Services Agreement with Dickerson, McCulloch & Associates, LLC, was approved.

ITEM NO. 7
AGREEMENT WITH
UNIVERSAL
ENGINEERING
SCIENCES -
15801 FIRST STREET

REQUEST TO APPROVE A PROFESSIONAL CONTRACT SERVICES AGREEMENT WITH UNIVERSAL ENGINEERING SCIENCES (UES) INC., FOR THE ENVIRONMENTAL ASSESSMENT OF THE PROPOSED SPECIFIC PLAN THAT INCLUDES THE CONSTRUCTION OF A WAREHOUSE DISTRIBUTION CENTER / INDUSTRIAL PARK TOTALING UP TO ± 3,000,000 SQUARE FEET WITH ASSOCIATED PARKING, AND ON-SITE MINING AND RECLAMATION ACTIVITIES FOR PROPERTY LOCATED AT 15801 FIRST STREET (APNS 8533-009-025, 8533-009-026, 8533-009-027, 8533-009-028 & 8533-009-029)

The contract with Universal Engineering Sciences (UES) Inc., for the preparation of an Environmental Impact Report in association with land use entitlement applications for property located at 15801 First Street, Irwindale, CA 91706, was approved.

ITEM NO. 8
PROJECT
REIMBURSEMENT
AGREEMENT WITH
IBY PROPERTY
OWNER, LLC, -
15801 FIRST ST.

REQUEST TO APPROVE A PROJECT REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND IBY PROPERTY OWNER, LLC (“OWNER”) FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH PROCESSING AND NEGOTIATING PERMITS, ENTITLEMENTS, AND PROPOSED CONDITIONS OF APPROVAL, INCLUDING CEQA, CITY ATTORNEY, AND CONTRACT PLANNING COSTS ASSOCIATED WITH A PROPOSED SPECIFIC PLAN THAT INCLUDES THE CONSTRUCTION OF A WAREHOUSE DISTRIBUTION CENTER / INDUSTRIAL PARK TOTALING UP TO ±3,000,000 SQUARE FEET WITH ASSOCIATED PARKING, AND ON-SITE MINING AND RECLAMATION ACTIVITIES FOR PROPERTY LOCATED AT 15801 FIRST STREET (APNS

The City Council approved the Project Reimbursement Agreement with IBY Property Owner, LLC, for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City’s Attorney’s Office and contract services, including but not limited to planning and geotechnical.

ITEM NO. 9
ACCEPTANCE OF
CA OFFICE OF
TRAFFIC SAFETY
GRANT FUNDS

ACCEPTANCE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) GRANT FUNDS IN THE AMOUNT OF \$104,000 FOR TRAFFIC SAFETY EDUCATION AND IMPAIRED DRIVING ENFORCEMENT

RESOLUTION NO.
2023-75-3453
ADOPTED

Resolution No. 2023-75-3453, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2023-2024 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY AND THE CITY OF IRWINDALE AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF \$104,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP),” was adopted.

ITEM NO. 10
REJECTION OF CLAIM:
ANTHONY
CARRUTHERS VS.
CITY OF IRWINDALE

REJECTION OF CLAIM: ANTHONY CARRUTHERS VS. CITY OF IRWINDALE

The claim of Anthony Carruthers vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

MIKE INMAN

Mike Inman, Assistant Fire Chief for the Los Angeles County Fire Department, commended Police Chief Hofford and the members of the Irwindale Police Department for their extraordinary professionalism during a recent structure fire. He also advised that October is National Fire Prevention Month and provided information on cooking safety.

SUZANNE GOMEZ

Suzanne Gomez expressed her pride in the Irwindale Police Department.

NEW BUSINESS

ITEM NO. 11
PEDESTRIAN
CROSSING ON
IRWINDALE AVENUE

PEDESTRIAN CROSSING ON IRWINDALE AVENUE (Verbal Update)

CITY MANAGER
MIRANDA

City Manager Miranda declared a potential conflict of interest with this item and exited the Council Chambers.

STRAWS DRAWN	Straws were drawn by Councilmembers Burrola and Garcia, and Chief Deputy City Clerk Nieto on behalf of Councilmember Breceda, to determine which of the three may participate in discussing this matter since they each had a potential conflict of interest. It was determined that Councilmember Breceda could participate. However, since he was not in attendance, the matter was continued to the next Council meeting.
<u>ITEM NO. 12</u> MORADA STREET BLOCK WALL	MORADA STREET BLOCK WALL (Verbal Update) This item will be discussed under the Special Meeting portion of the Housing Authority meeting.
<u>ITEM NO. 13</u> CONTRACT FOR DESIGN SERVICES – CIVIC CENTER EXTERIOR IMPROVEMENTS PROJECT	AWARD OF CONTRACT FOR DESIGN SERVICES FOR THE CIVIC CENTER EXTERIOR IMPROVEMENTS PROJECT; P-1054
CITY MANAGER MIRANDA	City Manager Miranda and Councilmember Garcia declared potential conflicts of interest and exited the Council Chambers.
DIRECTOR CHAN	Director Chan presented the report.
CITY ATTORNEY GUERRA	City Attorney Guerra noted that staff is researching whether City Manager Miranda and Councilmembers Breceda and Garcia may participate in discussing / acting on this matter. Since a final determination has yet to be made, staff's recommendation on this report has been modified so that, if the Council decides to approve the subject contract, either the City Manager, Assistant City Manager, or Director of Engineering may sign the contract.
MAYOR ORTIZ	Responding to several questions by Mayor Ortiz, Director Chan clarified that the amount of \$323,863 as shown in the staff report includes a 15% project contingency allotment.
ROBERT DIAZ	Robert Diaz asked clarifying questions regarding conflicts of interest, to which City Attorney Guerra discussed conflict of interest procedures and recommended that those officials with potential conflicts abstain from this matter until more research is conducted. In response to a question by Mr. Diaz regarding contracts, City Attorney Guerra added that the City generally contracts with the lowest responsible bidder but noted that the Council has some discretion in determining responsibility or other potential issues.

COUNCILMEMBER
BURROLA

Councilmember Burrola asked about the site that a new fountain would be placed and about whether the cost of the fountain is included in this contract, to which Director Chan advised that the site for the fountain has not yet been determined. He added that the cost to design the fountain is included in this contract and noted that the installation of the fountain at an area that does not already have a water supply would create the need for additional designing, which would cost extra; however, this extra amount would be covered by the project contingency.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to authorize the City Manager, Assistant City Manager, or Director of Engineering to enter into an agreement with IMEG Corp. in the amount of \$281,620 for design services for the preparation of construction documents for the Civic Center Exterior Improvements Project, and to approve a 15% project contingency in the amount of \$42,243 to cover any unforeseeable changes that may arise during design. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

COUNCILMEMBER
GARCIA AND CITY
MANAGER MIRANDA

At 8:10 p.m., Councilmember Garcia and City Manager Miranda returned to the Council Chambers.

PUBLIC HEARINGS

None.

CITY MANAGER'S REPORT

CITY MANAGER
MIRANDA

City Manager Miranda presented his report.

- 1) The Community Development Department is accepting survey responses relating to the potential rezoning of residential properties from A1 to R1. The department will also host an encore presentation of its Environmental Justice and Safety Elements Workshop on October 18.
- 2) The Human Resources Department is accepting applications for one part-time Intern position in the Community Development Department and for one full-time Administrative Secretary position in Engineering.
- 3) The Police Department is selling items as part of a its fundraiser to raise breast cancer awareness.
- 4) A new traffic signal at the Olive Pit has been activated and signal timing has been implemented.
- 5) A Bulky Item Pickup event has been scheduled for October 13 with a Compost Giveaway event to be held the next day.
- 6) Chief Hofford provided an update on the structure fire that occurred on Monday, October 9.
- 7) He also provided updates on events and activities being scheduled by the library and the Recreation Department.

**REQUESTS BY
COUNCILMEMBERS
FOR FUTURE AGENDA
ITEMS**

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:19 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
80999	ATHENS01	Athens	10/05/2023	6,049.43
81000	AZBUS01	A-Z Bus Sales	10/05/2023	55.27
81001	MIJACA	Balcon Holdings, Inc.	10/05/2023	2,118.00
81002	Cat Spec	Cat Specialities Inc	10/05/2023	112.12
81003	COUN01	Counts Umlimited, Inc.	10/05/2023	520.00
81004	1Glendor	Glendora Chevrolet	10/05/2023	107.20
81005	KEYSTO	Keystone Uniform Depot	10/05/2023	1,092.45
81006	MADIA01	Madia Tech Launch, Inc.	10/05/2023	300.00
81007	RUSS01	Russ Bassett	10/05/2023	1,195.10
81008	ALLIAN	Alliant Insurance Services, Inc.	10/05/2023	2,119.00
81009	BRECED04	Mark A. Breceda	10/05/2023	704.70
81010	BURROL08	Larry Burrola	10/05/2023	104.55
81011	EVANS02	Gloria Evans	10/05/2023	300.00
81012	FLORE01	Karla Flores	10/05/2023	840.00
81013	FRONT01	Frontier Communications	10/05/2023	324.49
81014	GARCIA03	Manuel Garcia	10/05/2023	542.40
81015	HULL01	Mary Hull	10/05/2023	199.37
81016	LEDEZMA	Erica Ledezma	10/05/2023	1,800.00
81017	LUCA01	Willard Lucas	10/05/2023	75.00
81018	MIRAND25	Blanche V. Miranda	10/05/2023	520.00
81019	NATION23	National Union Fire Insurance	10/05/2023	750.90
81020	PEARSO01	NCS Pearson, Inc	10/05/2023	99.00
81021	OPTUM01	OptumRx, Inc.	10/05/2023	40,267.40
81022	PAIK01	Sumako Paik	10/05/2023	240.00
81023	PATi01	Eliana Patino	10/05/2023	30.00
81024	RODRIG19	Lisette Rodriguez	10/05/2023	75.00
81025	ROMANC	Carmen M. Roman	10/05/2023	75.00
81026	RUIZ07	Veronica Ruiz	10/05/2023	75.00
81027	SANCH12	Blanca Sanchez	10/05/2023	37.00
81028	STGEO01	St. George's Medical Clinic	10/05/2023	745.00
81029	VISION01	Vision Service Plan - (CA)	10/05/2023	1,789.15
81030	WAGONER	Pamela Wagoner	10/05/2023	780.00
81031	CALIFO56	California State Disbursement Unit	10/05/2023	604.15
81032	CALIFO57	California State Disbursement Unit	10/05/2023	143.07
81033	FRANC06	Franchise Tax Board	10/05/2023	487.75
81034	LOSANG16	Los Angeles County Sheriff's Dept.	10/05/2023	906.08
81035	SCFUELS	SC Fuels	10/05/2023	14,435.75
Report Total (37 checks):				80,619.33

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
 Printed: 10/18/2023 4:43 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
100000	MIJACA	Balcon Holdings, Inc.	10/12/2023	362.00
100001	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	10/12/2023	507.00
100002	ANG01	Sara Angulo	10/12/2023	2.00
100003	BALLI01	Shayna Balli	10/12/2023	79.56
100004	CASTIL06	John Castillo	10/12/2023	275.00
100005	CHARTE01	Charter Communications	10/12/2023	273.22
100006	BATE01	Elior Inc.	10/12/2023	4,029.30
100007	1Glendor	Glendora Chevrolet	10/12/2023	94.99
100008	HORNE01	Alexis Horne	10/12/2023	315.00
100009	OLIVAR01	Theresa Olivares	10/12/2023	98.24
100010	PHASEII	PARS	10/12/2023	1,750.00
100011	PURCHA	Purchase Power	10/12/2023	2,030.00
100012	RICOH01	Ricoh USA, Inc	10/12/2023	35.93
100013	SGVCMA	S. G. Valley City Manager Asso	10/12/2023	55.00
100014	SANGAB13	San Gabriel Valley Council	10/12/2023	12,142.82
100015	VALLEY01	Valley County Water District	10/12/2023	16,107.04
100016	VALLEY09	Valley View Mutual Water Co.	10/12/2023	86.42
100017	verizonw	Verizon Wireless	10/12/2023	3,242.22
100018	WILL01	April Williams	10/12/2023	480.00
100019	AARDVA	Aardvark	10/25/2023	8,292.73
100020	ALESHIRE	Aleshire & Wynder, LLP	10/25/2023	70,369.42
100021	ALLCI01	All City Management Services, Inc	10/25/2023	998.10
100022	AMAZON1	Amazon Capital Services, Inc.	10/25/2023	2,111.74
100023	AUTOGR01	Auto-Graphics, Inc.	10/25/2023	2,469.02
100024	BAKER01	Baker & Taylor Books	10/25/2023	989.70
100025	BAKER10	Bakers Man Production	10/25/2023	1,400.00
100026	MIJACA	Balcon Holdings, Inc.	10/25/2023	184.00
100027	BARNEY	Barney's Locksmith Service	10/25/2023	128.15
100028	BRITEW	BriteWorks, Inc.	10/25/2023	5,453.07
100029	BURRO01	Burro Canyon Ent. Inc.	10/25/2023	120.00
100030	CALIFO42	California Building Standards	10/25/2023	1,746.90
100031	CALI12	California Consulting Inc.	10/25/2023	4,500.00
100032	SANGAB11	California Newspapers Partnership	10/25/2023	1,388.83
100033	CALI22	CAPIO	10/25/2023	275.00
100034	CINTAS	Cintas Corporation #693	10/25/2023	444.92
100035	BALDWI02	City of Baldwin Park	10/25/2023	350.00
100036	COSTA01	Costar Realty Information, Inc.	10/25/2023	420.00
100037	CRAFT01	Craftwater Engineering, Inc.	10/25/2023	4,254.00
100038	CWA01	CWA AIA, Inc	10/25/2023	26,431.95
100039	DUDEK01	Dudek	10/25/2023	1,620.00
100040	ECCONS	E C Construction Co.	10/25/2023	28,443.00
100041	ENVI01	Envisionware, Inc.	10/25/2023	919.76
100042	FCG01	FCG Consultants Inc.	10/25/2023	591.16
100043	FEDEX	FedEx	10/25/2023	17.90
100044	FILLG01	Fill Good Landscaping	10/25/2023	400.00
100045	HDL01	Hdl Software, LLC	10/25/2023	34.56
100046	JOEAGO	Joe A. Gonsalves & Son	10/25/2023	2,375.00

ITEM 18B

Check No	Vendor No	Vendor Name	Check Date	Check Amount
100047	KEYSER	Keyser Marston Associates, Inc	10/25/2023	183.75
100048	COORYE	Samir M. Khoury	10/25/2023	830.00
100049	LANDSC	Landscape Warehouse III Inc.	10/25/2023	443.35
100050	LAW01	Law Enforcement Medical Services, Inc.	10/25/2023	90.00
100051	LEXISN	LexisNexis Risk Solutions	10/25/2023	151.50
100052	LSA01	LSA Associates, Inc.	10/25/2023	1,536.25
100053	MIDAS	Manuel C Muratalla	10/25/2023	237.72
100054	MARIPO	Mariposa Landscapes, Inc.	10/25/2023	8,796.00
100055	OFFICE03	ODP Business Solutions, LLC	10/25/2023	2,340.28
100056	PHASEII	PARS	10/25/2023	1,750.00
100057	PERF03	Performance Elevator Contractors, Inc.	10/25/2023	360.00
100058	PITNEY06	Pitney Bowes, Inc	10/25/2023	137.25
100059	PLUM01	Plump Engineering, Inc.	10/25/2023	1,600.00
100060	ROSENO	RSG Inc.	10/25/2023	3,218.75
100061	SESMIT01	S.E. Smith & Sons, Inc.	10/25/2023	5,323.87
100062	SIMG01	Simgel Co. Inc	10/25/2023	667,850.00
100063	LEES01	Chad A. Streelman	10/25/2023	163.17
100064	TRAN01	Transtech Engineers, Inc.	10/25/2023	28,025.00
100065	UNITED11	United Site Services of CA Inc	10/25/2023	589.50
100066	HDSUP01	WHITE CAP, L.P.	10/25/2023	38.53
100067	WILLDAN	Willdan Financial Services	10/25/2023	2,134.08
100068	YTIREs	Y Tire Sales	10/25/2023	635.38
Report Total (69 checks):				935,129.03

City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 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: Investment Quarterly Report – September 30, 2023 (Joint item for all agencies)

City Manager's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2023.

Administrative Action:**Submitted by:**

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED**Prepared by:**

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED**Reviewed by:**

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED**Approved by:**

Julian A. Miranda, City Manager

ELECTRONICALLY APPROVED**Background and Analysis:**

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (City's Investment Policy).

The attached Investment Report summarizes the cash balances and investments as of September 30, 2023, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash

balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until December 13, 2023. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

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

Attachments:

1. Treasurer's Report - 09-30-2023

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2023**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BMO GENERAL ACCOUNT	\$ 2,343,547	0.36%			\$ 2,343,547	
WELLS FARGO BANK GENERAL ACCOUNT	\$ 5,589,991	1.65%			\$ 5,589,991	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 173,655	5.22%			\$ 173,655	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 50,554,898	3.59%			\$ 49,872,929	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,680,046	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,608,567	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,680,252	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,474,751	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,498,053	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,445,247	Aaa / AA+
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,500,662	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	950,858	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	948,774	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	899,520	Aaa / AA+
Sub-Total US Government Agencies:	\$ 36,000,000				\$ 32,686,730	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	\$ 1,000,000	3.35%	08/30/22	04/01/24	\$ 987,344	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	954,739	Aa3 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,015,660	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	924,817	Aa1/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	938,999	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	874,542	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	938,999	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	1,884,184	Aa2 / AA
Sub-Total Municipal Bonds:	\$ 9,190,000				\$ 8,519,284	
CORPORATE BONDS						
WELLS FARGO & COMPANY	\$ 2,000,000	6.25%	10/21/22	10/21/27	\$ 1,972,829	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	910,058	A1 / A+
	\$ 3,000,000				\$ 2,882,887	
CERTIFICATES OF DEPOSIT						
BANK OF CHINA	\$ 245,000	3.159 %	08/31/22	02/28/24	\$ 242,660	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40 %	08/31/22	08/30/24	240,039	FDIC Insured
APEX BANK	245,000	3.153 %	08/31/22	08/30/24	239,485	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	235,234	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	235,073	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	229,831	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	229,430	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	229,430	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	231,544	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	229,426	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	234,488	FDIC Insured
BMO HARRIS BANK	245,000	3.15 %	09/09/22	03/11/24	242,493	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	233,037	FDIC Insured
SAFRA NATIONAL BANK	245,000	3.05 %	09/09/22	10/10/23	244,826	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	229,418	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	229,418	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	232,720	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	228,346	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	229,224	FDIC Insured
FIRSTWESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	238,394	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	242,472	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	243,730	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	236,241	FDIC Insured
FIDELITY CO-OPERATIVE BANK	245,000	5.25 %	07/28/23	07/28/28	244,304	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 5,880,000				\$ 5,651,265	
Total City of Irwindale Investments (Pooled Funds):	\$107,142,100				\$ 102,130,297	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 1,692,014	0.36%			\$ 1,692,014	
WELLS FARGO BANK GENERAL ACCOUNT	0	1.65%			0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,772,005	3.59%			5,694,143	
	\$ 7,464,019				\$ 7,386,157	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST MONEY MARKET ACCOUNT	\$ 488,404	0.36%			\$ 488,404	
WELLS FARGO BANK GENERAL ACCOUNT	0	1.65%			0	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,162,481	3.59%			4,106,331	
	\$ 4,650,885				\$ 4,594,735	
GRAND TOTAL OF INVESTMENTS	\$119,257,004				\$ 114,111,189	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 5, 2023. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.21** years, and the weighted average yield of the City's pooled investments at cost is **2.26%**. Market prices of securities are obtained directly through Bank Statements. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month's account analysis statement.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer

City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 2023
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Approve a Fee Waiver for the Tournament of Roses Waiving City Transportation/Oversized Vehicle Fees

City Manager's Recommendation:

That the City Council of the City of Irwindale approve **Resolution No. 2023-79-3457** entitled: "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY TRANSPORTATION / OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$1,088.00.**"

Administrative Action:

Submitted by:

Iris Espino, Assistant to the City Manager

ELECTRONICALLY APPROVED

Prepared by:

Iris Espino, Assistant to the City Manager

ELECTRONICALLY APPROVED

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED

Approved by:

Julian A. Miranda, City Manager

ELECTRONICALLY APPROVED

Background and Analysis:

The City of Irwindale is home to 75% of the Rose Parade float builders making Irwindale the Rose Float Building Capital. Each year the rose floats travel through Irwindale en route to the Pasadena Tournament of Roses Parade. The convoy event draws large crowds of spectators to Irwindale, which lines the streets along the route to get a sneak peek at what the world will see on New Year's Day 2024.

The Pasadena Tournament of Roses is an established 501(c)(3) non-profit charitable

organization and is requesting a fee waiver for the 2023 float convoy event that will require 60 transportation permits plus an additional four contingency permits, which covers both travel to the Rose Parade and the return trip to Irwindale. Each transportation permit costs \$16 totaling \$1,088 in fees.

The City has waived these fees in the past due to the benefits to the community. The benefits include the outstanding partnerships the float builders supply to our residents and businesses. Some of the benefits include the pre-parade event where the City's community can get up close and personal with the rose floats. This includes the community engagement that is generated through the pre-parade events that the various float builders host for our community. Additionally, the surrounding businesses benefit from increased revenues due to the large crowds of spectators the event attracts, who visit these businesses the week leading up to and including New Year's Eve.

According to the City of Irwindale's Fee Adjustment Policy, the applicant's request to waive transportation permit fees meets the criteria for consideration of a fee waiver.

The City's Fee Adjustment Policy provides cost reduction for those non-profit organization applicants, which are taking action to invest in community events. The Policy encourages investment in community events, and this procession creates civic and community enjoyment as well as benefits to the surrounding businesses from increased revenues due to the large crowds of spectators.

This event qualifies for, and Staff recommends that the City Council grant a transportation/oversized vehicle fee waiver in the amount of \$1,088.00 according to the approved "City of Irwindale Fee Adjustment Policy" section II(2)(a) insofar as it provides a benefit of investment in the community.

Fiscal Impact:

The approval of this item will result in a fee waiver of \$1,088.00. This fee would have otherwise been collected as revenue to the General Fund.

Attachments:

1. 10-25-23 Fee Adjustment for TofR RESOLUTION
2. Fee Adjustment Application 2023
3. 2024 Rose Parade - Permit listing

RESOLUTION NO. 2023-79-3457**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES
501(c)(3) NONPROFIT ORGANIZATION, WAIVING CITY
TRANSPORTATION/OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$1,088.00**

WHEREAS, the City of Irwindale is home to 75% of the Rose Parade float builders making Irwindale the Rose Float Building Capital; and

WHEREAS, each year the rose floats travel through Irwindale on route to the Pasadena Tournament of Roses Parade; and

WHEREAS, this convoy event draws large crowds of spectators to Irwindale, which line the streets along the route to get a sneak peek at what the world will see on New Year's Day 2023; and

WHEREAS, the Pasadena Tournament of Roses is an established 501(c)(3) non-profit charitable organization and is requesting a fee waiver for the 2023 float convoy event that will require up to 68 transportation permits, which covers both travel to the Rose Parade and the return trip to Irwindale. Each transportation permit costs \$16 totaling \$1,088 in fees; and

WHEREAS, the City's Fee Adjustment Policy provides cost reduction for those non-profit organization applicants, who are taking action to invest in community events; and

WHEREAS, the City's Fee Adjustment Policy encourages investment in community events, and this procession creates civic and community enjoyment as well as benefits to the surrounding businesses from increased revenues due to the large crowds of spectators; and

WHEREAS, this event qualifies for, and the City Council desires to grant a transportation/oversized vehicle fee waiver according to the approved "City of Irwindale Fee Adjustment Policy" section II(2)(a) insofar as it provides a benefit of investment in the community.

NOW, THEREFORE, AS FOLLOWS:

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

SECTION 2. The City Council finds that waiving the fee of \$1,088.00 for 68 transportation permits, covering travel to the Rose Parade and return trip to Irwindale serves the valid public purposes described in the above recitals as incorporated herein.

SECTION 3. Based on the above finding, the City Council hereby approves the Pasadena Tournament of Roses' Application for Fee Adjustment by waiving the Transportation/Oversized vehicle fee for 64 transportation permits in a total amount of \$1,088.00; and

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

PASSED, APPROVED and ADOPTED this 25th day of October 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. 2023-79-3457 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 25th day of October 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**City of Irwindale
Application for Fee Adjustment**

Property Owner City of Irwindale

Address Irwindale City Streets

Phone _____

Location of property to be improved/developed: Irwindale Ave to Arrow Hwy to Live Oak Ave.

Request is to move floats to/from Pasadena for 2023 Rose Parade on streets of Irwindale

Name and description of organization (if applicable):

Pasadena Tournament of Roses (TofR) - A non-profit 501(c) organization with all proceeds supporting
higher education and other related charities. TofR maintains float building operations in Irwindale where
over 75% of the floats are constructed.

Improvement or development to the property:

N/A

Fee(s) requesting to be waived:

\$1,088.00

Public purpose served by improvement or development (attach documents that establish the benefit to the community or the promotion of the public health, safety, and welfare, or the public service that will be provided):

This convoy event draws large crowds of spectators to Irwindale and increases business activity for the
surrounding businesses.

2024 ROSE PARADE

Transportation Permits

	FLOAT	LEAVING IRWINDALE	RETURNING TO IRWINDALE
1	Boys & Girls Club	11/2/2023	1/2/2024
2	Armenian American Rose Float	11/2/2023	1/2/2024
3	Pasadena Humane Society/Hill Sciences Diet	11/2/2023	1/2/2024
4	San Diego Zoo Wildlife Alliance	12/19/2023	1/2/2024
5	Honda	12/19/2023	1/2/2024
6	Big 10 (Rose Bowl University #1)	12/19/2023	1/2/2024
7	PAC-12 (Rose Bowl University #2)	12/19/2023	1/2/2024
8	Cal Poly Universities	12/19/2023	1/2/2024
9	AIDS Healthcare Foundation	12/31/2023	1/2/2024
10	City of Torrance	12/31/2023	1/2/2024
11	Kaiser Permanente	12/31/2023	1/2/2024
12	Louisiana Office of Tourism	12/31/2023	1/2/2024
13	One Legacy (Donate Life)	12/31/2023	1/2/2024
14	The UPS Store	12/31/2023	1/2/2024
15	City of Alhambra	12/31/2023	1/2/2024
16	City of Hope	12/31/2023	1/2/2024
17	Coding for Veterans	12/31/2023	1/2/2024
18	Elks USA	12/31/2023	1/2/2024
19	Kiwanis International	12/31/2023	1/2/2024
20	Lions Club International	12/31/2023	1/2/2024
21	Lutheran Hour Ministries	12/31/2023	1/2/2024
22	Odd Fellows & Rebekahs	12/31/2023	1/2/2024
23	Rose Parade Opening Unit	12/31/2023	1/2/2024
24	Rotary International	12/31/2023	1/2/2024
25	Royal Court Float	12/31/2023	1/2/2024
26	Shriners Children's	12/31/2023	1/2/2024
27	Trader Joes	12/31/2023	1/2/2024
28	Visit Newport Beach	12/31/2023	1/2/2024
29	Western Asset	12/31/2023	1/2/2024
30	The Cowgirl Channel (RFD)	12/31/2023	1/2/2024
31	Contingency permit	TBD	1/2/2024
32	Contingency permit	TBD	1/2/2024
33	Contingency permit	TBD	1/2/2024
34	Contingency permit	TBD	1/2/2024

City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 2023
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Approval of Settlement Agreement and Release of All Claims - Eddie Arteaga

City Manager's Recommendation:

That the Irwindale City Council approve and authorize the City Manager to execute the attached Settlement Agreement and Release of All Claims with Eddie Arteaga for full and final settlement of all claims against the City of Irwindale for the amount of \$40,000.00.

Administrative Action:**Submitted by:**

Julian Miranda, City Manager

ELECTRONICALLY APPROVED**Prepared by:**

Mary Hull, Human Resources / Risk Manager

ELECTRONICALLY APPROVED**Reviewed by:**

Adrian R. Guerra, City Attorney

ELECTRONICALLY APPROVED

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED**Approved by:**

Julian A. Miranda, City Manager

ELECTRONICALLY APPROVED**Background and Analysis:**

On November 1, 2021, Mr. Eddie Arteaga submitted a Claim for Damages against the City of Irwindale pursuant to the Government Claims Act (Government Code section 810 et seq.). On June 6, 2022, the City was served with a Summons and Complaint in the case Eddie Arteaga vs. City of Irwindale, et. al., Case No. 22STCV13949 on file in the Superior Court of the State of California, County of Los Angeles, regarding the same matter.

entitled

Eddie Arteaga vs. City of Irwindale, et. al., being Action No. 22STCV1 Mr. Arteaga alleges he was riding a bicycle on the northern sidewalk of Arrow Highway in the City of Irwindale when he encountered an uplifted piece of sidewalk which launched his bike into the air. Mr. Arteaga further alleges that when he came down, his face hit the handle bars of his bicycle, was knocked unconscious, and suffered various other injuries.

At the September 13, 2023 closed session meeting, City Council authorized a global settlement of all claims of Eddie Arteaga, as recommended by the City's liability claims administrator. Therefore, it is recommended that the City Council approve the attached Settlement Agreement and Release of All Claims.

Fiscal Impact:

There are sufficient funds in the City's Risk Management operating budget for the settlement payment of \$40,000.00 to settle all matters.

Attachments:

1. Settlement Agreement and Release of All Claims

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. For and in consideration of the payment of the sum of FORTY THOUSAND DOLLARS AND ZERO CENTS (\$40,000.00), Plaintiff EDDIE ARTEAGA, his heirs, assignees, designees, representatives and attorneys, past and present (hereinafter "RELEASORS"), do hereby acknowledge full and complete satisfaction of and do hereby release and forever discharge Defendant, CITY OF IRWINDALE (hereinafter "RELEASEES"), from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of service, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which the RELEASOR now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all or unknown claims for bodily and personal injuries to RELEASOR, or any future wrongful death claim or survivor claim of RELEASOR's representatives or heirs, which have resulted or may result from the alleged acts or omissions of the RELEASEES.
2. This release and discharge shall also apply to RELEASEES' insurers; past, present and future officers, directors, stockholders; attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
3. This release applies to the following:
 - a. All allegations set forth in the pleadings on file in that certain action entitled *Eddie Arteaga vs. City of Irwindale, et. al.*, being Action No. 22STCV13949 on file in the Superior Court of the State of California, County of Los Angeles; or
 - b. Arise out of or in any way connected with any facts, transactions, occurrences, acts or omissions set forth or alleged in the pleadings on file in the aforesaid action; or
 - c. Arise out of or in any way connected with the incidents mentioned in the complaint on file in the above-entitled action, specifically but not limited to an incident occurring on or about July 22, 2021; or
 - d. Arise out of, result from or related to in any manner whatsoever to any transaction, agreement, occurrence, act or omission by or on the part of RELEASEES committed on or prior to the date hereof; or
 - e. Arise out of, or in any way connected with any settlement negotiation which transpired between RELEASORS and RELEASEES during the pendency of this case.

4. RELEASORS represent and warrant to RELEASEES and each of them that no portion of any claim, demand, cause of action, other material released herein, nor any portion of any recovery to which RELEASORS might be entitled from said RELEASEES, has been assigned or transferred to any other person, entity, either directly or via subrogation or operation of law. RELEASORS hereby agree to indemnify, defend and hold harmless RELEASEES, and each of them, from all losses, costs, claims or expenses (including but not limited to reasonable attorneys fees and costs) arising out of any claim or action instituted against RELEASEES, or any of them by any person or entity who claims to be the beneficiary of such assignment or transfer, and to pay and satisfy any judgment resulting from any settlement of any such claim or action.

5. The RELEASORS acknowledges and agrees that this release is a general release. RELEASORS expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the RELEASORS do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect RELEASORS' decision to enter into this Settlement Agreement. The RELEASORS further agree that RELEASORS have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. RELEASORS assume the risk that the facts or law may be other than RELEASORS believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the RELEASEES, by whom liability is expressly denied.

6. RELEASORS recognize that they may have some claim, demand, or cause of action against RELEASEES of which they are totally unaware and unsuspecting which they are giving up by execution of this Release. It is the intention of the RELEASORS in executing this instrument that it will deprive them of each such claim, demand or cause of action and prevent them from asserting it against RELEASEES. In furtherance of this intention, RELEASORS hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or any similar law of any state or territory of the United States or any foreign country. Said Section provides:

"1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

7. It is understood and agreed that this Release is made part of the compromise and settlement of a disputed claim, and that no action taken by the RELEASEES, either previously or in connection with said compromise and settlement, shall be deemed or construed to be an admission by any of them of any fault or liability whatsoever to the RELEASORS or to any other person in connection with any matter or thing.

8. The RELEASORS agree to indemnify and hold harmless the RELEASEES from all loss, cost, and expense arising from the assertion of any claim against them by any person, firm, or corporation purporting to act on behalf of RELEASORS or as a creditor of RELEASORS, if such claim arises from the incident which is the subject of this Settlement Agreement. RELEASORS agree to be solely responsible for the satisfaction of any and all medical bills and liens resulting from medical treatment arising from the incident that is the subject of the above-referenced lawsuit. RELEASORS further agree to hold harmless and to indemnify RELEASEES from any claims made by said medical providers. **If RELEASEE is Medicaid eligible, it is his/her sole obligation to procure documentation from the Centers for Medicare and Medicaid Services (CMS) or Department of Healthcare Services (DHCS) stating that CMS or DHCS is not pursuing a claim for reimbursement. Absent such documentation, a separate draft will be issued to CMS or DHCS for the lien amount.**

9. Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the complaint, this Settlement Agreement and the matters and documents referred to herein, the filing of a Dismissal, and all related matters.

10. In entering into this Settlement Agreement, the RELEASORS represent that RELEASORS have relied upon the advice of RELEASORS' attorneys, who are the attorneys of RELEASORS' own choice, concerning legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to RELEASORS by RELEASORS' attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by RELEASORS.

11. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California.

12. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement. RELEASORS hereby agree to dismiss the action entitled *Eddie Arteaga vs. City of Irwindale, et. al.*, being Action No. 22STCV13949 on file in the Superior Court of the State of California, County of Los Angeles and said dismissal shall be with prejudice and without cost to any party herein. The Request for dismissal will be filed once the settlement funds are received by RELEASOR'S counsel.

13. This Settlement Agreement contains the entire agreement between the RELEASORS and the RELEASEES with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

14. RELEASORS and RELEASEES acknowledge that in the event of any dispute concerning this Settlement Agreement including, but not limited to, its terms, meaning or enforceability, the prevailing party shall be entitled to recover its actual attorneys fees.

15. This Settlement Agreement shall become effective following execution by all parties.

16. Copies of signatures or signatures sent by facsimile transmission are deemed to be originals for purposes of execution and proof of this Agreement.

17. The parties agree that, pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms and conditions of this Settlement Agreement and to otherwise resolve any disputes under/or pertaining to the Settlement Agreement, and all parties hereto consent to and submit to the jurisdiction of the Court for any and all such matters.

18. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to MediCare in contravention of 42 U.S.C. §1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect MediCare's interest and incorporate such into the settlement terms.

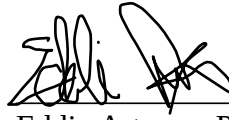
19. Releasor represents that he/she is not a Medicare beneficiary. Nevertheless, the details of this settlement-including the identity of Releasor, certain personal information about Releasor, the amount of the settlement, the date of the settlement, and the injuries alleged-may be reported to the Centers for Medicare & Medicaid Services (hereinafter "CMS"), as well as certain agents necessary to facilitate reporting to CMS, pursuant to the responsible reporting person Austria/entity's duty to comply with §111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (hereinafter "§111"), if necessary and/or required. Releasor acknowledges her duty to cooperate with Releasees in order to allow the responsible reporting person/entity to fulfill the obligation to comply with §111. Releasor agrees to provide Releasees with any and all information necessary for Releasees to comply with §111. Releasor further agrees to waive any and all future actions against Releasees, including but not limited to any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A) et seq.

For your protection, California law requires the following to appear on this form:

"Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

I have carefully read the foregoing Release and know the contents thereof and signed the same as my own free act.

Dated: 10/02/2023



Eddie Arteaga, Plaintiff

Dated: _____

City of Irwindale, Defendant
BY:

City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve a Memorandum of Understanding Between the Cities of Azusa, Duarte, and Irwindale to Collaborate on Services to Enhance Public Safety in the North San Gabriel River Area

City Manager's Recommendation:

That the City Council of the City of Irwindale approve and authorize the City of Irwindale (City) to enter into a Memorandum of Understanding (MOU) and authorize the City's participation in the North San Gabriel River Working Group ("NSGRWG") to collaborate on services and enhance public safety in the North San Gabriel River Area with the Cities of Duarte and Azusa.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

ELECTRONICALLY APPROVED

Prepared by:

Theresa Olivares, Assistant City Manager

ELECTRONICALLY APPROVED

Reviewed by:

Adrian R. Guerra, City Attorney

ELECTRONICALLY APPROVED

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED

Approved by:

Julian A. Miranda, City Manager

ELECTRONICALLY APPROVED

Background and Analysis:

In September 2020, the North San Gabriel River Working Group (NSGRWG) was created to discuss and address the growing concerns of the unhoused population occupying the San Gabriel Riverbed

(Riverbed). The NSGRWG consists of elected officials and staff from the cities of Azusa, Duarte, and Irwindale. Over the past couple of years, the NSGRWG has partnered with Los Angeles Homeless Services Authority, the U.S. Army Corps of Engineers Los Angeles District to connect homeless individuals to health and housing services, and coordinate Riverbed encampment cleanups.

The NSGRWG desires to continue to coordinate public safety operations and, as a result, the attached MOU has been drafted to formalize the creation of a working group, coordinate public safety efforts, deliver critical services, restore recreational open space, and pursue funding opportunities.

Representatives from each of the cities have been meeting on a regular basis and will continue to do so.

The MOU contains the following elements:

- Joint Planning and Preparedness: Collaborate on emergency response plans, organize joint training exercises, and facilitate cross-training and professional development.
- Information and Resource Sharing: exchanging information and intelligence, investigating opportunities for resource sharing (i.e., personnel, equipment, etc....) to improve the efficiency and effectiveness of limited resources.
- Joint Homelessness Response and Coordination: Develop comprehensive strategies and action plans to address homelessness.
- Supportive Services and Referrals: Share supportive services information (i.e., mental health counseling, addiction treatment, and job placement programs).
- Joint Grant Research and Application: Research funding opportunities, including grants, for joint application submittals.
- Partnerships with Agencies and Organizations: strengthen relationships with regional, County, State, and Federal agencies.
- Encampment Cleanup: Identify and assess and encampments, prioritize cleanup demands, and safely remove hazardous materials and debris.
- Improvements to San Gabriel River: Work with U.S. Army Corps of Engineers Los Angeles District to manage flood-risk, reduce the risk of wildfires, and improve the health of the Riverbed.
- The MOU will remain in full force and effect until terminated.
- Any party may terminate the agreement by providing a 30 day's written notice to all other parties.
- The City of Azusa is designated as the "Fiscal Agent" for purposes of administering grant funds and adhering to funding requirements.

Fiscal Impact:

The City of Irwindale has incurred and is responsible for its costs associated with the review and execution of this MOU.

Attachments:

1. DRAFT MOU North San Gabriel River (with input from all City Parties)

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITIES OF AZUSA, DUARTE, AND IRWINDALE
TO COLLABORATE ON SERVICES TO ENHANCE PUBLIC SAFETY
IN THE NORTH SAN GABRIEL RIVER AREA

This MEMORANDUM OF UNDERSTANDING (“Agreement”) is dated as of **October** _____, 2023 (“Effective Date”), and entered into by and among the Cities of Azusa, Duarte, and Irwindale, each of which is a municipal corporation organized and existing under California law (cumulatively the “City Parties,” and at times individually a “City Party”), with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the County of Los Angeles (“the County”) has seen a rapid and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the increased rates of persons with untreated addictive disorders involving substance abuse and mental health conditions, the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result, local jurisdictions throughout the County have experienced increased incidents of unlawful camping and loitering activities in and upon portions of the public rights-of-way, parks, and other public facilities including federally owned property along the San Gabriel River (collectively, “Riverbed”);

WHEREAS, the homeless encampments in the Riverbed create health and safety risks to homeless persons due to exposure to weather, inadequate sanitation, and other conditions detrimental to their wellbeing, and negatively impacts the health, safety, and general welfare of the surrounding communities by degrading the environmental and physical condition of the San Gabriel River, increasing risks associated with public health and safety such as the spread of illnesses, high fire danger and proliferation of criminal activity;

WHEREAS, the growing homeless population in the Riverbed has required additional law enforcement and emergency response from each of the City Parties including response to multiple brush fires and calls for service for suspicious person(s) and activity resulting in investigations and several arrests;

WHEREAS, the City Parties have made necessary efforts to conduct extra patrols and outreach operations in and around the Riverbed aiming to connect homeless individuals to health and housing services, including weekly convoys with law enforcement partners and Los Angeles Homeless Services Authority (LAHSA) outreach teams;

WHEREAS, the City Parties have partnered with the U.S. Army Corps of Engineers Los Angeles District in the planning and coordination of several encampment cleaning projects to remove debris from the banks of the Riverbed including shopping carts, material used to build campsites, abandoned vehicles, propane tanks and gasoline cans from abandoned illegal campsites;

WHEREAS, to address issues arising from the increasing homeless population in the Riverbed, including violent crimes and devastating fires impacting surrounding communities, the City Parties created the North San Gabriel River Working Group in September 2020;

WHEREAS, the City Parties desire to continue to coordinate public safety operations and desire to memorialize their partnership with this Agreement;

WHEREAS, by formalizing this partnership, the City Parties aim to promote efficient coordination, resource sharing, and effective communication to respond to public safety incidents, mitigate risks, and safeguard the well-being of all citizens; and

WHEREAS, each City Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of their respective residents.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City Parties agree as follows:

AGREEMENT

1. PURPOSE

In furtherance of the health, safety, and well-being of all their residents and to prevent further physical harm or destruction to the North San Gabriel River and adjacent communities, the City Parties desire to work together cooperatively and in good-faith towards developing and implementing public safety solutions to jointly address the evolving challenges and demands of the homelessness crisis in and around the Riverbed.

The City Parties seek to foster collaboration, exchange knowledge and expertise and combine their respective resources for purposes of providing and coordinating public safety responses to address continuing fire concerns, unsanitary conditions and ongoing criminal activity in and around the North San Gabriel River.

The purpose of this Agreement is to establish a collaborative framework between the City Parties in order to enhance public safety and strengthen the delivery of critical services to the community with a specific focus on addressing homelessness issues, restoring recreational open space, and pursuing grants and funding. The City Parties aim to engage in the following specific activities:

1. Joint Planning and Preparedness: Collaborate on emergency response plans, conduct joint training exercises, and share best practices to enhance preparedness for natural disasters, public health emergencies, and other public safety incidents. Facilitate cross-training and professional development opportunities between members agencies, promoting the exchange of knowledge, skills, and best practices in areas such as incident management, crisis communication, and risk assessment.

2. **Information and Resource Sharing:** Coordinate timely and secure exchange of relevant information and intelligence, enabling agencies to enhance situational awareness, identify emerging threats, and take proactive measures to address them. Explore opportunities for resource sharing, including personnel, equipment, and specialized expertise, to optimize the allocation of limited resources and improve the efficiency and effectiveness of public safety operations.
3. **Joint Homelessness Response and Coordination:** Collaborate on developing comprehensive strategies and action plans to address homelessness, including prevention, outreach, counseling, and housing assistance. Establish protocols for coordinated and compassionate response to individuals experiencing homelessness, with the goal of connecting them to appropriate resources and support services.
4. **Supportive Services and Referrals:** Establish mechanisms for sharing information on available supportive services, such as mental health counseling, addiction treatment, and job placement programs. Work collaboratively to ensure individuals affected by homelessness receive appropriate referrals and support to address their underlying needs.
5. **Joint Grant Research and Application:** Collaborate on researching funding opportunities, identifying relevant grants, and jointly applying for grants that support initiatives related to homelessness response, encampment cleanup, and public safety. Pooling resources and expertise to strengthen grant applications will increase the likelihood of securing funding.
6. **Partnerships with Agencies and Organizations:** Strengthen relationships with regional, County, State, and Federal agencies to maximize the impact of available resources, knowledge exchange and support for public safety-related initiatives and homelessness response efforts.
7. **Encampment Cleanup:** Coordinate efforts to identify and assess encampments, prioritize cleanup needs, and ensure safe and efficient removal of hazardous materials and debris. As these encampments present a health and safety hazard to homeless individuals, residents, the environment and wildlife, regular cleanup efforts are necessary.
8. **Improvements to San Gabriel River:** Continue working with the U.S. Army Corps of Engineers Los Angeles District to manage flood-risk, reduce the risk of wildfires and to improve the health of the San Gabriel River. Establish strategy to include additional mitigation efforts to restore the natural habitat and open space for recreational activities.

Through this Agreement, the City Parties seek to foster collaboration, exchange knowledge and expertise, and enhance their collective ability to respond to emergencies, protect lives and property, and jointly address the complex and multifaceted challenges of homelessness while also ensuring public safety and the overall well-being of the community. By engaging in these specific activities, the City Parties aim to leverage additional financial resources, maximize the impact of programs and initiatives, and create a sustainable framework that supports long-term success and positive outcomes.

2. TERM

2.1. General Term. This Agreement shall be effective as of the date which the last of the City Parties has executed the same and shall remain in full force and effect until terminated.

2.2. Termination by City Parties.

a) Notice and Effective Date. Notwithstanding Section 2.1, any City Party may terminate its participation in this Agreement by providing 30 day's written notice to all other Parties.

b) Continuing Enforceability. Following the effective date of termination, the terminating City Party shall have no further obligations or rights with respect to this Agreement, except as expressly provided otherwise herein.

3. Fiscal Agent

The City Parties agree that the City of Azusa shall be designated as the "Fiscal Agent" for the purpose of administering grant funding and assumes financial responsibility related to funding requirements.

The Fiscal Agent will establish and operate a designated account segregated for the mutual use of the City Parties as described in the Purpose section. The Fiscal Agent will disburse funds from the Account upon written request or invoice by the City Parties for relevant expenditures.

Funding opportunities will be reviewed and approved by the City Party Representatives, as defined in Section 4 Authority below, prior to acceptance. All expenses incurred related to the pursuit of funding, such as retaining a consultant for grant writing or administration, shall be divided equally among the City Parties.

4. Authority.

The City Parties represent and warrant that this Agreement has been duly authorized by their respective governing boards, and executed by a duly authorized representative thereof ("City Party Representative"), and constitutes the legally binding obligation of their respective City Party, enforceable in accordance with its terms.

5. Assignment.

Except as otherwise expressly provided for herein, no City Party shall assign any of its obligations or rights hereunder without the consent of all other City Parties, and any such assignment without consent of all other Parties shall be null and void.

6. Execution in Counterparts.

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

IN WITNESS WHEREOF, the Parties to this Agreement have caused the same to be executed by each of their duly authorized officers as follows:

CITY OF AZUSA _____ City Manager Attest: _____ City Clerk Approved as to form: _____ City Attorney	CITY OF DUARTE _____ City Manager Attest: _____ City Clerk Approved as to form: _____ City Attorney
CITY OF IRWINDALE _____ City Manager Attest: _____ City Clerk Approved as to form: _____ City Attorney	

City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the construction of eleven (11) speculative concrete tilt-up buildings for a total of 1.27 million square feet of light industrial commercial business park uses on an approximately 62.7 acre project site located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

City Manager's Recommendation:

That the City Council approve the attached Amendment No. 2 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, Community Development
 Director

ELECTRONICALLY APPROVED

Prepared by:

Lisa Chou, Associate Planner

ELECTRONICALLY APPROVED

Reviewed by:

Adrian R. Guerra, City Attorney

ELECTRONICALLY APPROVED

Kambiz Borhani, Finance Director / City Treasurer

ELECTRONICALLY APPROVED

Approved by:

Julian A. Miranda, City Manager

ELECTRONICALLY APPROVED

Background and Analysis:

On October 28, 2020, the City Council approved an Agreement for Contract Services with LSA Associates, Inc. ("Contract") for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for a proposed project at 500 Speedway Drive. The project includes the preparation of a Specific Plan to develop an industrial/commercial business park with eleven (11) light industrial and flex commercial buildings.

The Contract stated that the Consultant shall commence the service upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance", in no event to exceed June 1, 2023. However, due to the multiple factors such as additional analyses for transportation, site plan revisions, and additional cumulative project analysis, the timeline to complete the project has been delayed and the term of the contract needs to be extended in order for the Consultant to complete its services under the Contract.

A revised Term and Schedule of Performance has been included in Amendment No. 2 as Exhibit "A", with an expected completion date in August 2024.

Fiscal Impact:

The entire cost for this consultant work will be covered by the Applicant/Developer, Irwindale Industrial, LLC. The City's General Fund will not be impacted. The applicant has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the reimbursement between the City and Irwindale Industrial, LLC.

Attachments:

1. Attachment A - LSA Professional Services Contract Amendment No. 2

**AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE
CITY OF IRWINDALE AND LSA ASSOCIATES, INC. (LSA)**

THIS AMENDMENT NO 2 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 2"), is made and entered into this 25th day of October 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and LSA Associates, Inc., a California corporation ("Consultant" or "LSA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services, (herein "Agreement") dated October 20, 2020. for the completion of the environmental document for the Irwindale Speedway Commerce Center Specific Plan project.

B. On December 22, 2022, the Parties entered into Amendment No. 1 to the Agreement, and established a maximum Contract Sum of Three Hundred and Ninety-Four Thousand Four Hundred and Ninety-Four Dollars (\$394,494.00), and for a term not to exceed June 1, 2023.

C. By this Amendment No. 2, City and Consultant desire to amend Sections 3.2 and 3.4 of the Agreement to account for an extended term and revised Schedule of Performance.

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

1. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", ***dated October 4, 2023***, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

2. Section 3.4 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

"Term. Unless earlier terminated in accordance with Article 7, "Enforcement of Agreement and Termination" of this Agreement, this Agreement shall continue in full force and effect until terminated but not to ~~exceeding~~ ***two (2) years from the date hereof, except as otherwise provided in Section 3.2*** ~~June 1, 2023.~~

3. Exhibit "D" of the Agreement entitled "Schedule of Performance/Timeline" shall be substituted and superseded in its entirety by the "Schedule of Performance/Timeline" contained in Exhibit "A" attached hereto.

4. Full Force and Effect. Except as expressly amended hereby, all other provisions the Agreement remain in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this amendment shall remain unchanged. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and Amendment No. 2.

5. Corporate Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

LSA Associates, Inc.,
a California corporation
20 Executive Park, Ste. 200
Irvine, CA 92614

By:_____
Name: Anthony Petros
Title: President

By:_____
Name: Justin Cary
Title: CFP

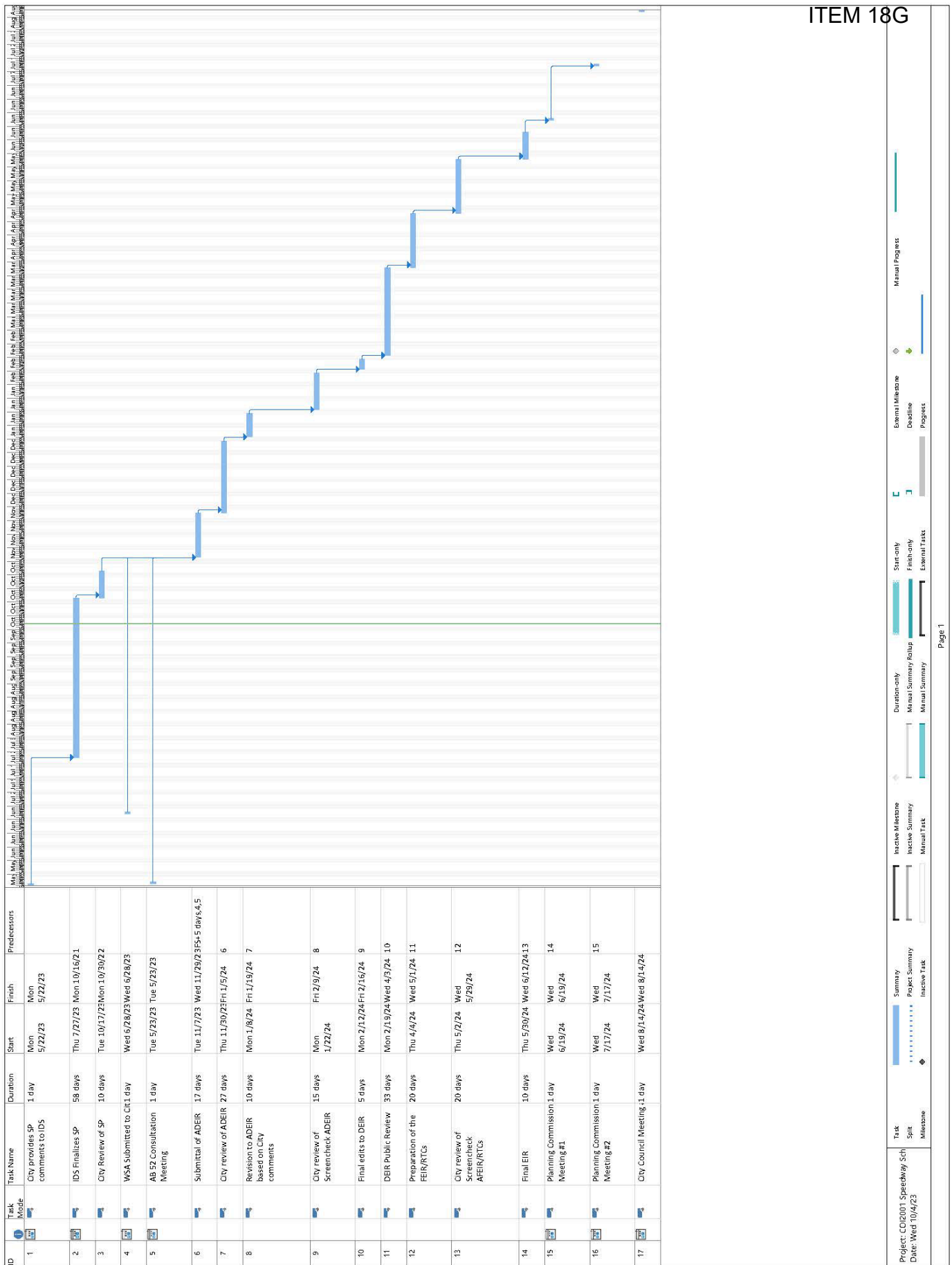
Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S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

Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety as follows:

EXHIBIT “D”

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated October 4, 2023



City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Letter of Authorization to allow the San Gabriel Valley Council of Governments to apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale

City Manager's Recommendation:

Adopt Resolution No. 2023-81-3459 entitled, **“A Resolution of the City Council of the City of Irwindale Authorizing the City Manager to sign a Letter of Authorization to allow the San Gabriel Valley Council of Governments to apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale.”**

Administrative Action:**Submitted by:**

Elizabeth Rodriguez, Public Services Director

Electronically Approved

Prepared by:

Elizabeth Rodriguez, Public Services Director

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

In September 2016, the passage of Senate Bill 1383 established statewide targets to reduce the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption. To recover 20 percent of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.

City staff is working with the San Gabriel Valley Council of Governments (SGVCOG) to provide a regional approach for SB 1383 compliance. The Regional Food Recovery Program was established to help member agencies comply with SB 1383's food recovery mandates and reduce food waste in the San Gabriel Valley. Known as one of the largest regional food recovery programs in California, this program assesses commercial edible food waste generators, identifies and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements monitoring and inspection protocols. The SGVCOG recently issued three grant awards to develop regional “food hubs” which will help recover and redistribute excess edible food to people experiencing food insecurity. There are 17 cities currently participating in the Regional Food Recovery Program.

In Spring 2022, the City of Irwindale was awarded Round One SB 1383 Local Assistance Grant funding from CalRecycle in the amount of \$20,142. This non-competitive grant program provides funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383, including but not limited to:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (including organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements
- Record Keeping

As specified in the grant award, \$20,142 was earmarked to provide additional support to the Regional Food Recovery Program, such as supporting the establishment of sub-regional food recovery hubs and to provide additional education and outreach materials.

In the first round of the grant program, each participating city had individual grant agreements with CalRecycle, which imposed limitations on program administration. Given the difficulties in grant implementation, several participating cities and the SGVCOG advocated that the next SB 1383 Local Assistance grant lift barriers around joint applications to allow cities to designate an administering body to provide regional solutions.

CalRecycle recently released the guidelines and application for Round Two of the SB 1383 Local

Assistance Grant Program. CalRecycle made several significant changes to the guidelines, many of which better support the Regional Food Recovery Program. Key changes are as follows:

- Joint Powers Authorities are now eligible to apply without all member agencies within that JPA participating in that application.
- The base award amount for cities was increased to \$75,000, up from \$50,000.
- Food Recovery Organizations (FROs) can now own equipment which means the SGVCOG can award funds directly to the three Regional Food Recovery hubs and contract directly with them.

Round Two eligible projects are similar to those of the Round One grant, such as edible food recovery, inspection and enforcement, and education and outreach.

The City's anticipated non-competitive grant allocation is \$75,000.

City	Funding	City	Funding
Alhambra	\$152,477	Monrovia	\$81,194
Arcadia	\$110,454	Montebello	\$120,458
Azusa	\$100,649	Monterey Park	\$116,619
Baldwin Park	\$134,660	Pasadena	\$243,177
Bradbury	\$75,000	Pomona	\$263,917
Claremont	\$79,924	Rosemead	\$101,527
Covina	\$102,061	San Dimas	\$75,559
Diamond Bar	\$106,998	San Gabriel	\$82,704
Duarte	\$75,000	San Marino	\$75,000
El Monte	\$193,318	Sierra Madre	\$75,000
Glendora	\$103,379	South El Monte	\$75,000
Industry	\$75,000	South Pasadena	\$75,000
Irwindale	\$75,000	Temple City	\$78,383
La Cañada Flintridge	\$75,000	Walnut	\$75,000
La Puente	\$80,896	West Covina	\$195,787
La Verne	\$75,000		

City Staff recommends the City join the SGVCOG's regional application as part of its continued progress in meeting the CalRecycle compliance requirements for a Food Recovery Program. City and SGVCOG staff have crafted the budget and narrative for the use of the City's portion of the SB 1383 Local Assistance Grant Funding - Round 2. Participating cities cannot submit separate applications upon joining the regional application. The application will include funding for the inspection and enforcement program, the hub development program to continue the recovery of excess edible food, and city-specific programs. Funding will also be included for SGVCOG staff and consultants to administer the program and provide technical assistance. Participating cities need to submit a Letter of Authorization allowing the SGVCOG to apply on their behalf.

Submitting a regional application for a regional program allows for simplified administration of the grant. The City will work with the SGVCOG to establish specific budget requests for the grant award. Cities may undertake their own activities and will receive a lump sum payment from the SGVCOG or invoice the SGVCOG for reimbursement. The initial grant application is due November 15, 2023, with Letters of Authorization to be submitted by December 20, 2023. Grants are anticipated to be awarded in March of 2024 with the grant term ending in April 2026.

In addition to the City of Irwindale, to date, the following 15 cities have expressed an interest in participating in the regional application:

- Arcadia
- La Cañada Flintridge
- South Pasadena
- Azusa
- Monrovia
- Temple City
- Baldwin Park
- Monterey Park
- Walnut
- Covina
- San Marino
- Duarte
- Sierra Madre
- Glendora
- South El Monte

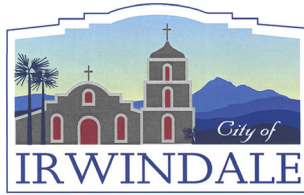
Fiscal Impact:

This grant will alleviate funding in the amount of \$15,000 per year (total of \$30,000), for the next two years, that is currently budgeted in Fund 15 – AB 939 for the monitoring and inspections, and education and outreach to Edible Food Recovery and Food Recovery Organizations as part of the City’s Food Recovery Program. An additional \$20,000 will be used to continue to assist in the development of regional food hubs and City Staff will utilize the final \$25,000 to purchase a portion of the required organic waste trash cans for the City’s Parks.

Attachments:

1. 10-25-2023 SGVCOG Local Assistance Grant - EXHIBIT A LETTER
2. 10-25-2023 SGVCOG Local Assistance Grant - RESOLUTION

EXHIBIT "A"



October 26, 2023

CalRecycle
1001 I Street
Sacramento, CA 95814

RE: Letter of Authorization to allow the San Gabriel Valley Council of Governments to apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale

To whom it may concern:

I am the City Manager of the City of Irwindale. I am authorized to contractually bind the City of Irwindale. Pursuant to this authority, I hereby authorize San Gabriel Valley Council of Governments to submit a JPA application and act as Lead Agency on behalf of the City of Irwindale for the SB 1383 Local Assistance Grant Program. The San Gabriel Valley Council of Governments is hereby authorized to execute all documents necessary to implement the San Gabriel Valley Regional Food Recovery Program through the SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale.

This authorization is effective until (June 30, 2026).

Sincerely,

Julian A. Miranda, City Manager
5050 N. Irwindale Avenue, Irwindale, CA 91706
(626) 430-2218

01172.0037/931569.1



RESOLUTION NO. 2023-81-3459

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF AUTHORIZATION TO
ALLOW THE SAN GABRIEL COUNCIL OF GOVERNEMENTS TO APPLY FOR THE
CALRECYCLE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM ON
BEHALF OF THE CITY OF IRWINDALE**

WHEREAS, in September 2016, the passage of Senate Bill 1383 established statewide targets to divert the disposal of organic waste from landfills and increase recovery of currently disposed edible food for human consumption, including the recovery of 20 percent of edible food that would otherwise be sent to landfills by 2025, and imposed a requirement on local jurisdictions to establish food recovery programs to strengthen existing food recovery networks; and

WHEREAS, the City of Irwindale has been part of the San Gabriel Valley Council of Governments (SGVCOG) Regional Food Recovery Program, the largest in California, since September 2021; and

WHEREAS, this Regional Food Recovery Program is comprised of 17 cities, and assesses commercial edible food waste generators, identifies and fosters partnerships with local food recovery organizations, implements outreach and education endeavors, and develops and implements monitoring and inspection protocols; and

WHEREAS, the City of Irwindale was awarded \$20,142 from Round One of CalRecycle's SB 1383 Local Assistance Grant Funding in Spring of 2022, which provided additional support to the Regional Food Recovery Program by establishing sub-regional recovery hubs and additional education and outreach; and

WHEREAS, Round One of the SB 1383 Local Assistance Grant Funding only allowed for local jurisdictions to apply, whereas with Round Two, CalRecycle has made several significant changes to the guidelines to allow for Joint Powers Authorities, such as SGVCOG, to submit a regional application to CalRecycle on behalf of, and without the individual participation of, all member agencies, and allows for Food Recovery Organizations to own the equipment purchased with these funds; and

WHEREAS, staff recommends the City join the SGVCOG's regional application as part of its continued progress in meeting the CalRecycle compliance requirements for a Food Recovery Program but this means the City cannot submit a separate application; and

WHEREAS, the SGVCOG's regional application will include funding for the inspection and enforcement program, the hub development program to continue the recovery of excess edible food, and city-specific programs; and

WHEREAS, the City and SGVCOG staff have identified a \$75,000 budget allocation to the City, consisting of \$50,000 to the Food Recovery Program for monitoring, inspections, educational outreach, and the development of regional food recovery hubs

and \$25,000 to purchase a portion of the organic waste trash cans designated for the City's parks; and

WHEREAS, the regional application is due on November 15, 2023; however a letter of authorization signed by the City Manager as authorized by the City Council is required to be submitted as part of the regional application and must be submitted by December 20, 2023; and

WHEREAS, the City Council now desires to authorize the SGVCOG to apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale, and authorize the City Manager of the City of Irwindale to execute a letter of authorization for this purpose.

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

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

SECTION 2. The City Council hereby authorizes the San Gabriel Valley Council of Governments (SGVCOG) to act as Lead Agency and apply for the CalRecycle SB 1383 Local Assistance Grant Program on behalf of the City of Irwindale, and to execute all documents necessary to implement the San Gabriel Valley Regional Food Recovery Program through the SB 1383 Local Assistance Grant Program, effective until June 30, 2026. The City Manager is hereby authorized to sign the Letter of Authorization, attached hereto as **Exhibit "A"**. City staff are further directed and authorized to transmit a copy of this Resolution and the signed Letter of Authorization to SGVCOG and CalRecycle as necessary.

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

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

PASSED, APPROVED and ADOPTED this 25th day of October 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. 2023-81-3459 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 25th day of October 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

City Council

City of
IRWINDALE
AGENDA REPORT

Date: October 25, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Memorandum of Agreement and Related Addendums with Southern California High Intensity Financial Crimes Area (HIFCA), El Camino Real (ECR) Financial Crimes Task Force between The Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Los Angeles, and Irwindale Police Department

City Manager's Recommendation:

- (1) Approve and Authorize the Chief of Police to execute the Memorandum of Understanding (MOU) Between the Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations, Los Angeles (Homeland Security) and the City of Irwindale Police Department for the Reimbursement of Joint Operations Expenses from the Treasury Forfeiture Fund;
- (2) Approve and Authorize the Chief of Police to execute the Addendum to the MOU Between Homeland Security and the City of Irwindale Police Department;
- (3) Approve and Authorize the Chief of Police to execute the First Amended Memorandum of Agreement for the Southern California High Intensity Financial Crimes Area (HIFCA) El Camino Real (ECR) Financial Crimes Task Force Between Homeland Security and the City of Irwindale Police Department; and
- (4) Approve and Authorize the Chief of Police to execute the Addendum to the First Amended Memorandum of Agreement for the Southern California High Intensity Financial Crimes Area (HIFCA) El Camino Real (ECR) Financial Crimes Task Force Between Homeland Security and the City of Irwindale Police Department.

Administrative Action:

Submitted by:

Chris Hofford, Police Chief

Electronically Approved

Prepared by:

Lt. Jose Vargas

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Electronically Approved

Background and Analysis:

In July 2019, the Irwindale Police Department entered into a four-year agreement with the United States Department of Justice, Drug Enforcement Administration (DEA) allocating a full-time Irwindale Police Detective to combat the war on drugs. This original commitment has expired, and the Irwindale Police Department desires to continue its efforts to combat the war on drugs by joining a unique team with the United States Department of Homeland Security Investigations (HSI). This unique team operates under HSI and referred to as the El Camino Real (ECR) Financial Crimes Task Force.

The objective of the ECR Financial Crimes Task Force is to spearhead a coordinated federal, state and local anti-money laundering and financial crimes effort. The ECR Task Force has identified various threats within Southern California including but not limited to; Illicit proceeds laundered through the Los Angeles Wholesale District, third-party and trade-based money laundering, fraud, including import/export fraud, white collar crime, informal value transfer systems, cyber-enabled crime, such as internet-based confidence schemes, COVID-19 related fraud, government benefit fraud, elder fraud, and other financial fraud crimes that result in significant monetary loss to victims, crimes relating to gambling and casinos, public corruption both foreign and domestic, and more.

Therefore, staff is recommending that the City Council approve the attached Memorandums of Understanding and related addendums for the Irwindale Police Department's continued participation in the ECR Financial Crimes Task Force.

Fiscal Impact:

There is no fiscal impact to join the ECR Financial Crimes Task Force. A Memorandum of Understanding will be required for reimbursement of expenses in joint operations from the Treasure Forfeiture Fund.

Attachments:

1. Attachment B - Memorandum of Understanding Template Irwindale PD
2. Addendum to ECR MOA_Irwindale_101623
3. Title 19 MOU HSI Los Angeles Addendum Irwindale
4. First Amended ECR MOA - FINAL

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
HOMELAND SECURITY INVESTIGATIONS AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the IRWINDALE POLICE DEPARTMENT (NCIC CODE #CA0193400) and HOMELAND SECURITY INVESTIGATIONS (HSI), LOS ANGELES for the purpose of the reimbursement of costs incurred by the IRWINDALE POLICE DEPARTMENT in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by HSI LOS ANGELES, with the participation of the IRWINDALE POLICE DEPARTMENT and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the IRWINDALE POLICE DEPARTMENT shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the IRWINDALE POLICE DEPARTMENT shall provide HSI LOS ANGELES with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The IRWINDALE POLICE DEPARTMENT may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI LOS ANGELES, performed by its officer(s) assigned to this joint operation. In addition, the IRWINDALE POLICE DEPARTMENT may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with HSI LOS ANGELES

The IRWINDALE POLICE DEPARTMENT **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the IRWINDALE POLICE DEPARTMENT must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Dr.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the IRWINDALE POLICE DEPARTMENT must submit to HSI LOS ANGELES the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)." signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The IRWINDALE POLICE DEPARTMENT remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The IRWINDALE POLICE DEPARTMENT will submit all requests for the reimbursement of joint operations' expenses to HSI LOS ANGELES, at the following address:

Homeland Security Investigation
Attn: SLOT Coordinator
501 W Ocean Blvd, Suite 7200
Long Beach, CA 90802
Via Email (preferred)- Slot.SACLA@ice.dhs.gov

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by HSI, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The IRWINDALE POLICE DEPARTMENT agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between HSI LOS ANGELES and the IRWINDALE POLICE DEPARTMENT, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Eddy Wang
Special Agent in Charge
Homeland Security Investigations
Los Angeles

Christopher Hofford
Chief of Police
Irwindale Police Department

Date: _____

Date: _____

**ADDENDUM
TO
FIRST AMENDED MEMORANDUM OF AGREEMENT
SOUTHERN CALIFORNIA
HIGH INTENSITY FINANCIAL CRIMES AREA (HIFCA)
EL CAMINO REAL (ECR) FINANCIAL CRIMES TASK FORCE
between
DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS, LOS ANGELES
And
IRWINDALE POLICE DEPARTMENT**

This Addendum formally constitutes the addition of IRWINDALE POLICE DEPARTMENT to the El Camino Real Financial Crimes Task Force as a Full-time participating State/Local agency and shall become effective upon the signature of HSI and IRWINDALE POLICE DEPARTMENT. Once this Addendum is executed, IRWINDALE POLICE DEPARTMENT will become a signatory to the First Amended Memorandum of Agreement, Southern California High Intensity Financial Crimes Area (HIFCA), El Camino Real (ECR) Financial Crimes Task Force, hereinafter referred to as the MOA, which is attached to and made a part of this document. IRWINDALE POLICE DEPARTMENT further acknowledges acceptance of the MOA's terms and participation in the ECR, and the ECR Director will add IRWINDALE POLICE DEPARTMENT to the list of participating agencies in the ECR.

Where the MOA refers to "addendum" or "addenda" as it pertains to both HSI and IRWINDALE POLICE DEPARTMENT, this Addendum shall be incorporated by reference therein. Otherwise, the execution of this Addendum shall have no effect on the operability or interpretation of the MOA, or of other addenda that may have been signed or will be signed by HSI and other participating agencies. Unless otherwise specified for in this Addendum, the terms of the MOA shall govern IRWINDALE POLICE DEPARTMENT'S participation in the ECR. Accordingly, IRWINDALE POLICE DEPARTMENT agrees to adhere to and abide by the terms of the MOA throughout the duration of its participation in the ECR.

This Addendum shall continue to be in effect unless and until it is modified, terminated or rescinded, or until the ECR is dissolved.

1. PARTICIPATION

IRWINDALE POLICE DEPARTMENT shall assign at least one part-time Detective to initiate and support ECR investigations and activities, and coordinate ECR activities with IRWINDALE POLICE DEPARTMENT.

2. AMENDMENTS

Any and all amendments to this Addendum are effective upon the signature of HSI and IRWINDALE POLICE DEPARTMENT.

3. WITHDRAWAL

HSI OR IRWINDALE POLICE DEPARTMENT may withdraw at any time from this Addendum by providing thirty (30) days' written notice to the ECR Director. Withdrawal from this Addendum by HSI or IRWINDALE POLICE DEPARTMENT will render this Addendum null and void and will constitute IRWINDALE POLICE DEPARTMENT withdrawal from the MOA and the ECR. A withdrawal will not otherwise affect the operability of the ECR, the MOA, or any addenda signed with any other participating agencies.

4. OTHER PROVISIONS

N/A

5. POINTS OF CONTACT

The recipients and points of contact for all required notices shall be the following:

- a. Jennifer Reyes, ECR Director
Assistant Special Agent in Charge
Homeland Security Investigations, Los Angeles
501 W. Ocean Boulevard, Suite 7200
Long Beach, CA 90802
(202) 446-4109

- b. Irwindale Police Department
Jose Vargas, Lieutenant
5050 N. Irwindale Ave.
Irwindale, CA 91706
(626) 430-2242
Jvargas@irwindaleca.gov

6. SIGNATORIES

This Addendum is agreed to by the official signatures of HSI and IRWINDALE POLICE DEPARTMENT as set forth below. The signatories warrant that they are authorized to bind their agencies to this Addendum. The signatories agree that this Addendum may be executed in multiple original counterparts, each of which shall constitute one and the same Addendum.

SIGNED AND AGREED UPON:

Eddy Wang, Special Agent in Charge
Homeland Security Investigations, Los Angeles

DATE:

Christopher Hofford, Chief of Police
Irwindale Police Department, Irwindale

DATE:

ADDENDUM TO MEMORANDUM OF UNDERSTANDING
between
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS
and
IRWINDALE POLICE DEPARTMENT

The following is an addendum to the MOU between Homeland Security Investigations (HSI) and the Irwindale Police Department detailing the scope of duties for personnel assigned to El Camino Real Financial Task Force (ECR) designated as a Customs Officer authorized by the HSI Los Angeles Special Agent in Charge pursuant to Title 19 U.S.C. § 1589a.

Scope of Duties

The Irwindale Police Department Task Force Officer(s) (TFOs) assigned to ECR will support various criminal enforcement groups within the task force combatting transnational organized crime and aggressively addressing emerging criminal justice issues, with focus on the eradication of criminal networks and street gangs involved in narcotic enterprises.

Immigration Enforcement Exclusion

The Irwindale Police Department Task Force Officer(s) (TFOs) assigned ECR will not participate in any enforcement efforts which are singularly focused on immigration enforcement, such as raids, sweeps, or other related operations.

Eddy Wang
Special Agent in Charge, Los Angeles
Homeland Security Investigations

Christopher Hofford
Chief of Police
Irwindale Police Department

Date:_____

Date:_____

FIRST AMENDED

MEMORANDUM OF AGREEMENT SOUTHERN CALIFORNIA HIGH INTENSITY FINANCIAL CRIMES AREA (HIFCA) EL CAMINO REAL (ECR) FINANCIAL CRIMES TASK FORCE

1. PARTIES

The parties to this Memorandum of Agreement (MOA) are participating federal, state, and local law enforcement agencies located in the Los Angeles (LA)/Southern California High Intensity Financial Crimes Area (HIFCA), which shall be hereinafter referred to as the El Camino Real (ECR) Financial Crimes Task Force or the ECR. The ECR shall be sponsored and led by the U.S. Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Homeland Security Investigations (HSI), Los Angeles. ECR participating agencies will be classified as full-time or part-time. A full-time participant will provide at least one employee on a full-time basis under the direct supervision of the ECR. A part-time participant will provide personnel as needed to support a specific investigation or enforcement effort under the direct supervision of the ECR.

2. AUTHORITIES

HSI has the authority to enter into this agreement pursuant to, among other authorities and delegations, the Homeland Security Act of 2002, Pub. L. No. 107-296, codified at Title 6, U.S. Code, as well as Title 19, U.S. Code, and the Money Laundering and Financial Crimes Strategy Act of 1998, P.L. 105-310, codified at Chapter 53 of Title 31, U.S. Code.

Nothing in this MOA, including any amendments or addenda thereto, is intended to conflict with current law, regulation, or policy. Further, nothing in this MOA is intended to restrict the authority of any party to act as provided by law or regulation, or to restrict any participating agency from enforcing any laws within its authority or jurisdiction. If any term of this MOA is inconsistent with applicable law, regulation, policy, or other authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.

3. PURPOSE

a. Introduction and Background

The Money Laundering and Financial Crimes Strategy Act (Act) of 1998, Public Law 105-310 (October 30, 1998), calls for the designation of certain places as areas in which money laundering and related financial crimes are extensive or present a substantial risk to an element of the national strategy for combating money laundering and related financial crimes (National Strategy) developed pursuant to the Act. These areas are designated as High Intensity Financial Crime Areas (HIFCAs), of which there are seven in the United States.

b. Mission and Role

The Southern California area, which includes greater metropolitan Los Angeles, is a HIFCA. A major epicenter of various large-scale, complex financial crimes, the Southern California HIFCA comprises the following seven counties: Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura.

The objective of the ECR is to spearhead a coordinated federal, state, and local anti-money laundering and financial crimes effort. The ECR has identified various threats within the Southern California HIFCA, including but not limited to:

- Illicit proceeds laundered through the Los Angeles Wholesale District
- Third-party and trade-based money laundering
- Fraud, including import/export fraud, white collar crime, informal value transfer systems, cyber-enabled crime, such as internet-based confidence schemes, COVID-19 related fraud, government benefit fraud, elder fraud, and other financial fraud crimes that result in significant monetary loss to victims
- Crimes relating to gambling and casinos
- Public corruption, both foreign and domestic

The ECR will prioritize investigations into criminal organizations, including trans-national criminal organizations (TCOs) engaged in large-scale and/or recurring money laundering and related financial crimes, particularly within the Los Angeles Wholesale District. The ECR will review and analyze Suspicious Activity Reports and other Bank Secrecy Act data and pursue criminal investigations to identify, locate, seize, and forfeit assets and to federally arrest, indict, and convict violators. Accordingly, ECR investigations shall comply with federal legal standards and prosecution guidelines, including HSI policies and procedures. Investigations declined for federal prosecution may be referred for prosecution to a non-federal prosecutor having jurisdiction over the offense(s).

4. OVERSIGHT, LEADERSHIP, AND CONSTITUTION

The ECR shall be led by an Executive Board, which will establish priorities, policies, and operating guidelines. The HSI Los Angeles Special Agent in Charge (SAC) shall serve as the Chair of the Executive Board (ECR Chair). An HSI Assistant Special Agent in Charge (ASAC) shall serve as the ECR Director (ECR Director). The Executive Board will consist of the Chair, the Director, and one Board Member from each full-time participating agency. Each full-time participant will have one vote on the Executive Board. Part-time participants are encouraged to make recommendations, discuss, and otherwise participate in decisions of the Executive Board, but are not entitled to vote. Participating agencies may be removed by a majority vote of the Executive Board, and removal does not require modification or amendment to this MOA.

The ECR Executive Board will convene annually. The first meeting shall occur within the first ninety (90) days following the effective date of this MOA, or by agreement of the Executive Board. Subsequent annual meetings will occur as determined by the ECR Director in consultation with the Executive Board. The Executive Board may convene at any time upon request of a full-time participant. Quorum requires attendance of at least 70% of the Executive Board. Resolutions, rules, policies, directives, procedures, and decisions may be passed by a simple majority of the Executive Board in attendance. Attendance and voting may be accomplished virtually by agreed upon commonly utilized technology.

In addition to the annual meetings, the ECR Director will provide ECR Board Members with a detailed briefing and summary of active cases, accomplishments, and significant activities as necessary and appropriate. Any ECR Board Member may request a briefing.

The ECR Executive Board shall review this MOA and the current priorities and direction of the ECR biennially. Board Members shall discuss and decide matters requiring attention for the effective and efficient operation of ECR. The ECR Director will select targets, operations, and investigations based on the parameters and guidance established by the Executive Board.

The ECR shall consist of a minimum of four investigative groups, at least three of which will be supervised by an HSI Group Supervisor. The ECR Director shall manage ECR daily operations and serve as the first line supervisor to the Group Supervisors and the second line supervisor to all other personnel. For purposes of this MOA, the terms “ECR personnel”, “task force officers”, and “TFOs” are to be used interchangeably and do not necessarily connote sworn law enforcement officers, unless specified.

Legal advice pertaining to ECR activities should be obtained from the assigned prosecutors and/or HSI Legal Counsel, as appropriate and required by law or policy. Assigned Assistant United States Attorneys (AUSAs) from the United States Attorney's Office (USAO) for the Central District of California will be responsible for providing

primary legal guidance, obtaining judicial process, and prosecuting cases. HSI Legal Counsel will provide legal guidance and training regarding HSI or other agency-specific authorities, policies, procedures, directives, and related legal issues.

A participating agency may remove its employee from the ECR conditioned upon thirty (30) days written notice to, and in consultation with, the ECR Director. A TFO's continued participation on the ECR is conditioned upon acceptable performance as determined by the ECR Director in consultation with the participating agency.

The ECR Director, Group Supervisors, and investigative groups shall be primarily co-located within the HSI facilities at 6319 Alondra Boulevard, Paramount, California 90723.

5. RESPONSIBILITIES

a. Jurisdiction

All participating agencies will maintain jurisdictional authority over their respective geographical and subject-matter areas, pursuant to applicable law, regulations, and agency policies. This MOA supersedes any other current or past MOA or Memorandum of Understanding (MOU) between participating agencies relating to their membership in the Southern California HIFCA.

Any participating agency may bring investigative leads, investigations, operations, projects, and informants to the ECR. The ECR maintains the discretion to assist based on ECR priorities, workload, and available resources.

b. Personnel

Each participating agency shall provide salaried sworn or civilian personnel as described below in Part 6. As described below in Part 7, ECR personnel remain employees of their respective agencies, and as such, must comply with their agency's policies and procedures.

Each participating agency will be responsible for the base salaries, benefits, leave, and other compensation of its own personnel assigned to the ECR. ECR personnel may be required to undergo a background check or obtain a security clearance to maintain a workspace, freely move about in HSI-sensitive facilities, and access HSI databases.

c. Forfeitures & Asset Sharing

Seizures made by state and local ECR participants pursuant to an ECR investigation should generally be considered federal seizures to be forfeited pursuant to federal law and shared equitably among ECR participating agencies. To qualify as a federal seizure,¹ the seizing non-federal ECR TFO must be cross-designated as a Title 19 Customs Officer and the seizure must have been related to the TFO's ECR duties and authorizations.

Seized funds should generally be deposited into an ECR-related account and forfeited proceeds should generally be deposited into the U.S. Treasury Forfeiture Fund (TFF). Such forfeitures must comply with Treasury Executive Office of Asset Forfeiture (TEOAF) requirements. To the extent permitted by law, regulation, and policy, forfeited property or net proceeds from forfeited property will be distributed among the participating agencies in proportion to the direct participation of each participant in the law enforcement action resulting in forfeiture or other ECR activities, as determined by the ECR Director, on a case-by-case basis under TEOAF rules and guidelines, including the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, dated July 23, 2018 and all subsequent updates. Generally, HSI will retain a minimum of 30% of the net proceeds of each forfeiture. Participating agencies acknowledge that, where applicable, certain forfeitures or portions thereof may be the subject of restitution or otherwise dispersed in accordance with law and policy to victims of the underlying crime. The disposition of assets forfeited under federal law as part of ECR activities is subject to the approval of the Department of the Treasury.

d. Documentation of Investigations and Activities

To ensure deconfliction, provide a uniform reporting procedure, accurately monitor statistics, and comply with federal evidentiary, discovery, and recordkeeping requirements, ECR personnel shall utilize the HSI Investigative Case Management System (ICM) to capture and report details of investigations, subject, vehicle and business records, enforcement activities, and other pertinent information or intelligence. ICM access is only granted to TFOs after HSI completes background checks and renders a favorable decision that grants federal TFO status. ICM use is frequently monitored by supervisors and system administrators to ensure all information is accessed as part of official duties. If deemed appropriate, duplicate reports may be completed by assigned ECR personnel in both HSI's systems and their parent agency's systems to ensure necessary requirements are met. In addition, the ECR is subject to the HSI Los Angeles Electronic Case File Standard Operating Procedures, which generally requires that ECR documentation be maintained electronically to the extent practicable.

The ECR will utilize the Los Angeles Regional Criminal Information

¹ Joint investigations or ECR Task Force cases are not considered adoptive seizures.

Clearinghouse (“LA CLEAR”) as its primary local deconfliction mechanism. ECR Group Supervisors are responsible for ensuring these procedures are strictly followed.

Confidential Informants (CIs), Sources of Information (SOIs), and Cooperating Defendants (CDs) will be managed consistent with participating agency policies and procedures. The use of technical investigative aids, investigative techniques, and reporting procedures shall conform to HSI policies and procedures.

The disclosure of CIs, SOIs, and CDs to non-ECR personnel will be limited to those situations in which it is essential to the effective performance of the ECR. These disclosures will be consistent with applicable handling agency guidelines. No documents that identify, tend to identify, or may indirectly identify a CI, SOI, or CD shall be released without prior handling agency approval. Documents containing information that identifies or tends to identify a CI, SOI, or CD, shall not be placed in the files of a non-handling agency unless the appropriate handling agency policy has been satisfied.

e. Facilities & Equipment

HSI Los Angeles shall house the ECR within its facilities at 6319 Alondra Boulevard, Paramount, California 90723. HSI will provide office equipment for the facility, to include computers, printers, copy machines, and office supplies. HSI will provide additional equipment, to include handheld radios, cellphones, and cameras, as these items and/or funds are available.

Facilities, vehicles, and equipment provided by ECR participating agencies remain the property of that agency. Maintenance, replacement, and other costs remain the responsibility of the participating agency. All equipment will be expeditiously returned to the participating agency upon thirty (30) days written request to the ECR Director, upon withdrawal of a participating agency from ECR, or upon dissolution of the ECR.

6. PARTICIPATION

a. Federal Agencies

Federal participating agencies shall generally assign at least one full-time criminal investigator or other law enforcement personnel to initiate and support ECR investigations and activities, as well as to coordinate ECR activities with their respective agencies.

Homeland Security Investigations (HSI Los Angeles):

HSI shall assign one Assistant Special Agent in Charge (ASAC) and at least three

Group Supervisors to perform the duties and responsibilities discussed herein. The ASAC and Group Supervisors will be seasoned investigators with broad experience, to include financial investigations. HSI shall assign at least three groups of additional Special Agents for the purpose of assisting with ECR investigations and activities. HSI will assign at least two Intelligence Research Specialists (IRS) to provide analytical support. HSI will also assign at least one Investigative Assistant (IA) and at least one Mission Support Specialist (MSS) to provide daily and overall administrative support. HSI Legal Counsel, will be available as appropriate to provide legal support for ECR federal criminal investigations, prosecutions, and related legal matters.

United States Attorney's Office (USAO) for the Central District of California (CDCA):

The USAO for the CDCA shall assign two Assistant U.S. Attorneys to assist, guide, and prosecute ECR investigations.

Drug Enforcement Administration (DEA):

The DEA shall provide at least one full-time Group Supervisor and one group of Special Agents to initiate and support ECR investigations and activities.

Federal Bureau of Investigation (FBI):

The FBI shall provide at least one full-time Special Agent to initiate and support ECR investigations and activities.

Internal Revenue Service – Criminal Investigation Division (IRS-CI):

The IRS-CI shall provide one Group Supervisor and at least three full-time Special Agents to initiate and support ECR investigations and activities.

U.S. Customs and Border Protection (CBP) - Office of Field Operations (OFO):

CBP shall provide at least one Officer to initiate and support ECR investigations and activities.

U.S. Postal Inspection Service (USPIS):

The USPIS shall provide at least one full-time Postal Inspector to initiate and support ECR investigations and activities.

b. State and Local Agencies

State and local participating agencies shall assign at least one detective, officer, or other sworn personnel to initiate and support ECR investigations and activities, as well as to coordinate ECR activities with their respective agencies. Such personnel will be assigned on a full-time or part-time basis.

Title 19 Federal Customs Officer Cross-Designation

Sworn state and local law enforcement officers assigned full-time to the ECR may be cross-designated by HSI as Title 19 Customs Officers. This status provides a designated TFO certain federal law enforcement authorities. The cross-designation requires successful completion of an HSI TFO Course; approval by the HSI Special Agent in Charge; and execution of a separate MOU (ICE Form 73-002) with HSI and the participating agency. The ICE Form 73-002 MOU outlines the HSI duties and authorities that the cross-designated TFO will be authorized to perform. The duties and authorities may be restricted on each Title 19 TFO's Designation Form and by the ECR Director and Group Supervisors.

Successful completion of the HSI TFO Course requires a minimum of 28 hours of instruction either in-person or virtually. The Course includes the following: Customs Law, Use of Force, Integrity Awareness, and HSI Programmatic Areas and Resources. Successful completion of the Course requires passing a Customs Law test by a score of at least 70%.

Cross-designation as a Title 19 TFO is valid for two years from the date the HSI TFO Course is completed; however, sworn officers who remain assigned to the ECR full-time may be re-designated for an additional two years without additional training upon the completion of a new Designation Form. All Title 19 TFOs must attend the HSI TFO Course and pass the Customs Law Test no less than every four years to remain eligible for continued cross-designation.

Overtime Reimbursement

HSI may reimburse the overtime of those state and local partners who are assigned to the ECR in accordance with the provisions of TEOAF Directive 18, State and Local Overtime Reimbursement Program (SLOT). In general, this reimbursement may include up to \$15,000 per officer, per year and would be reimbursed to the participating agency. Overtime reimbursement requires the HSI Los Angeles SAC and the participating agency to execute a separate MOU for the Reimbursement of Joint Operations Expenses from the TFF. Overtime reimbursement is subject to the availability of TFF monies; however, HSI will attempt to allocate an appropriate reserve to cover yearly ECR activities.

7. LIABILITY

The parties acknowledge that ECR participating federal agencies, as part of the United States government, are bound by federal laws including the Federal Tort Claims Act (FTCA), 28 U.S.C. §§ 1346(b), 2401(b), and 2671-80, and the Anti-Deficiency Act, 31 U.S.C. § 1341. Federal agencies are effectively “self-insured” under the FTCA, which provides that the United States may be sued for damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of its employees while those employees are acting within the scope of their offices or employment. If ECR personnel or participating agencies suffer damage to or loss of property, personal injury, or death caused by the negligent or wrongful acts or omissions of ECR federal employees while those employees are acting within the scope of their offices or employment and wish to submit a claim under the FTCA, they may do so by first timely submitting a Standard Form 95 (SF-95), Claim For Damage, Injury, or Death, to the appropriate federal agency.

Participating agencies shall also immediately notify the ECR Director of any civil, administrative, or criminal claim, complaint, discovery request or other request for information, or any other formal or informal notice received by a participating agency concerning or arising from the conduct of personnel assigned to the ECR.

While ECR personnel will serve under the direct daily control of the ECR, they remain employees of their respective agencies. As such, they are subject to the legal, administrative, disciplinary, and supervisory oversight of their agency. ECR personnel must comply with the policies, procedures, standards, and requirements (Employer requirements) of their agency. They must also comply with HSI policies, procedures, standards, directives, and requirements (HSI requirements). Any conflict arising between ECR participating agencies will be resolved by the ECR Director in consultation with legal counsel and management of the involved agencies.

Each ECR participating agency agrees that it shall be responsible for any liability arising from its own employees' conduct. Each agency shall retain all immunities and defenses available to it pursuant to federal and state law. ECR participating agencies also do not agree to insure, defend, or indemnify another ECR participating agency.

ECR personnel may request legal representation and/or defense by the U.S. Department of Justice (DOJ). DOJ may, in its sole discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

8. INTERNAL INVESTIGATIONS, MISCONDUCT, AND CRITICAL INCIDENTS

All complaints, allegations, or information related to misconduct or breaches of integrity involving ECR personnel while acting in the performance of their ECR duties, will be investigated by, and in accordance with, the rules and guidelines of the employing

agency and HSI's Office of Professional Responsibility (OPR). ECR personnel and participating agencies agree to cooperate with internal affairs or other professional conduct investigators of their agencies in accordance with the policy of the employee's agency. Title 19 TFOs cross-designated by HSI with federal Customs Officer authority shall cooperate with OPR investigators in all matters relating to the Title 19 TFO's ECR/HSI duties or use of federal Customs Officer authorities.

9. POINTS OF CONTACT

a. HSI Los Angeles

Pete Narensky, ECR Director
Assistant Special Agent in Charge
501 W. Ocean Boulevard, Suite 7200
Long Beach, CA 90802
(562) 577-6517

b. USAO-CDCA

Brandon Fox
Chief, Criminal Division
312 N. Spring Street
Los Angeles, CA 90012
(213) 894-2434

All other points of contact and recipients for all required notices shall be listed in the addenda to this MOA.

10. OPERABILITY, NEW PARTICIPANTS, AMENDMENTS AND WITHDRAWAL

a. Operability

This MOA shall become effective upon the signature of HSI and at least one other member agency, and it shall apply to HSI and all participating agencies who have signed this MOA without regard to the status of any other agency that may subsequently become a participating agency.

This MOA shall continue to be in effect unless and until it is terminated or rescinded, or until the ECR is dissolved.

b. New Participants

After the effective date of this MOA, the signing of an addendum between HSI and an agency will constitute the addition of a participating agency to this MOA.

An addendum shall become effective upon the signature of HSI and the new participant. An executed addendum shall also constitute an acceptance of the terms of the MOA and an addition of the agency to the list of participating agencies to the ECR. None of the terms of this MOA are intended to conflict with each participating agency's addendum. If any such conflict exists, this MOA (and any future amendments thereto) shall prevail, and any conflicting language in the addenda shall be deemed null and void. All remaining language in the MOA and executed addenda shall remain in effect.

The ECR Director will maintain a current list of participating agencies. A participating agency may make a written request for a copy of the current list to the ECR Director, who will provide it within a reasonable amount of time.

c. Amendments

Any and all amendments to this MOA are effective upon the signature of HSI and at least one other ECR participating agency and are effective upon all other participating agencies upon their receipt of written notice of such amendments.

d. Withdrawal

A participating agency may withdraw from this MOA and the ECR at any time by providing thirty (30) days' written notice to the ECR Director. After an agency's withdrawal, this MOA shall continue to be effective upon all other participating agencies.

11. DISCLOSURE, PRESS RELEASES, AND MEDIA RELATIONS

a. Disclosure

Information provided to and maintained by federal agencies become federal records for the purpose of the Federal Freedom of Information Act, 5 U.S.C. § 552 (FOIA), the Privacy Act of 1974, 5 U.S.C. § 552a, (PA), and other federal laws, regulations, rules, policies and directives, to include applicable civil and criminal evidence handling, discovery, and testimonial privileges. As such, these records must be handled pursuant to federal requirements.

With the exception of disclosures that must occur as part of criminal discovery, no participating agency will disclose ECR or another participant agency's records or any

other information that is privileged or confidential, law enforcement sensitive, or otherwise prohibited from disclosure by law, regulation, or policy, without the permission of the originating agency and the ECR Director. Subject to any legal or policy restrictions, copies of documents and electronic information created for or as a result of an ECR matter will be considered to be a federal record under the control of HSI and shall be maintained in accordance with HSI records management policy and applicable law. All ECR materials and investigative records, including any MOAs and MOUs, originate with, belong to, and will be maintained by HSI. Neither this MOA, nor its contents may be released without the prior authorization of HSI.

With the exception of disclosures that must occur as part of criminal discovery, all information learned during the course of an ECR investigation will also be considered a federal record and subject to federal law and HSI's records management and information sharing policies such that they may not be disclosed outside of the ECR without the approval of the ECR Director unless a specific exception already exists permitting disclosure.

Notwithstanding the forgoing, this MOA does not restrict or otherwise limit any ECR participant agency policy regarding routine disclosures to a court as part of federal criminal litigation or otherwise obligated to be produced pursuant to a court order.

Executive Board Members will be routinely briefed on ECR matters by the ECR Director and others, as appropriate.

b. Press Releases and Media Relations

The ECR Director and the USAO will coordinate the dissemination of all press releases relating to ECR activities and investigations. All press releases must be approved by the ECR Director and the USAO. Time permitting, all participating agencies will be notified prior to any press releases. The ECR press releases will incorporate the joint and collaborative nature of the ECR and, if possible, provide an opportunity for participating agencies to make a comment or statement.

Except as stated in the prior paragraph, no information pertaining to ECR investigations, operations, or activities with other law enforcement agencies will be released to the media without the prior approval of all participating agencies with an immediate investigative or prosecutorial interest in the case. Press releases shall not include information regarding confidential investigative sources, techniques, privileged information, or information protected from disclosure by law or policy.

12. NO PRIVATE RIGHT CREATED

This MOA is for internal use only and does not create or confer any right, title or benefit on any other person, party, or entity, private or public.

13. SIGNATORIES

This MOA is agreed to by the official signatures of participating agencies as set forth in Attachment A, attached hereto and incorporated herein by reference, and any new participant addenda. All signatories warrant that they are authorized to bind their agencies to this MOA.

First Amended MOA signed and executed as set forth below:

Pete Narensky, ECR Director
Assistant Special Agent in Charge
Homeland Security Investigations, Los Angeles

Date:



Brandon Fox
Chief, Criminal Division
U.S. Attorney's Office for the Central District of California

Date: February 26, 2021

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

OCTOBER 11, 2023
WEDNESDAY
8:19 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 Larry G. Burrola, Manuel R. Garcia;
 Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

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

ITEM NO. 14
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held September 27, 2023

ITEM NO. 15
WARRANTS

WARRANTS

None for approval

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:20 p.m.

Laura M. Nieto, MMC
 Chief Deputy City Clerk

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

OCTOBER 11, 2023
WEDNESDAY
8:20 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Larry G. Burrola; Manuel R. Garcia;
Vice Chair Albert F. Ambriz; Chair H. Manuel Ortiz

Absent: Board Member Mark A. Breceda

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Board Member Burrola, seconded by Board Member Garcia, to approve the Consent Calendar. The motion was unanimously approved; Board Member Breceda absent.

ITEM NO. 16
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held September 27, 2023

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:21 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary