

CITY OF IRWINDALE

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



***AMENDED**
**NOTICE AND AGENDA FOR THE
SPECIAL AND REGULAR MEETING OF THE**

CITY COUNCIL

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

HOUSING AUTHORITY

RECLAMATION AUTHORITY

DECEMBER 14, 2022

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

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access
Pursuant to Irwindale Resolution No. 2022-105-3355

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

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

In-Person at the City Council Chambers

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

Webinar ID: 871 0459 2389



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



***AMENDED 12/13/22 TO REFLECT NEW SPECIAL MEETING START TIME**
SPECIAL MEETING – 5:30 P.M.

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. CONSENT CALENDAR

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning December 14, 2022 through January 13, 2023

Department: Administration / City Clerk

Recommendation: Staff recommends City Council, Successor Agency, Housing Authority and Reclamation Authority **adopt Resolution No. 2022-112-3362, Resolution No. SA 2022-113-3363, Resolution No. HA 2022-21-131, and Resolution No. RA 2022-08-035**, entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY AND THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 14, 2022 THROUGH JANUARY 13, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

D. RECESS TO CLOSED SESSION

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

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

2. Liability Claims
(Pursuant to Government Code section 54956.95)

Claimant: Unspecified pursuant to Government Code section 54961

- Agency claimed against: City of Irwindale
3. Conference with Real Property Negotiator
(Pursuant to California Government Code Section 54956.8)
- A) Property: Olive Pit (APN 8415-001-906, 908)
Agency negotiators: Julian A. Miranda, City Manager and Arsanious Hanna,
Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms
- B) Property: 5223 Morada Street (APN 8619-012-907)
Agency negotiators: Julian A. Miranda, City Manager
Negotiating Parties: TBD
Under negotiation: Price and Terms
- C) Property: 5239 Morada Street (APN 8619-012-910)
Agency negotiators: Julian A. Miranda, Executive Director
Negotiating Parties: TBD
Under negotiation: Price and Terms
4. Conference with Legal Counsel—Anticipated Litigation
(Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9)

Number of Cases: One

E. RECONVENE IN OPEN SESSION

F. REPORT FROM CLOSED SESSION

G. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **INVOCATION**
- D. **ROLL CALL:** Councilmembers: Mark A. Breceda, Manuel R. Garcia; H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola

E. CHANGES TO THE AGENDA**F. REPORT FROM THE SPECIAL MEETING HELD DECEMBER 14, 2022****1. Conference with Legal Counsel – Existing Litigation**

Pursuant to California Government Code Section 54956.9

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

Case Number: 22STCV01394

2. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

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

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

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

3. Conference with Legal Counsel—Anticipated Litigation

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

Number of Cases: One

G. COUNCIL MEMBER TRAVEL REPORTS**H. DECLARING RESULTS OF NOVEMBER 8, 2022 ELECTION**

Department: Administration / City Clerk

Recommendation: **Adopt Resolution No. 2022-114-3364** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW" reading by title only and waiving further reading thereof.

I. ADMINISTRATION OF OATHS OF OFFICE TO ALBERT F. AMBRIZ AND H. MANUEL ORTIZ**J. REORGANIZATION OF CITY COUNCIL**

Department: Administration / City Clerk

Recommendation: Councilmembers election Mayor and Mayor Pro Tempore

K. ROLL CALL OF NEWLY SEATED CITY COUNCIL**L. COUNCILMEMBER COMMENTS**

M. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**N. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

1. Chamber of Commerce Business of the Month – Fit4Duty Consulting

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended. In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

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

1. CONSENT CALENDAR

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

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Regular meeting held August 25, 2021
2. Special Joint Meeting held November 9, 2022
3. Regular meeting held November 9, 2022
4. Special Joint Meeting held November 17, 2022

B. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

- C. Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006

Department: Finance

Recommendation: Review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending June 20, 2022.

- D. Request to Approve a Fee Waiver for the Procession or Parade's Public Safety Services Performed by Irwindale Police Department for the "Our Lady of Guadalupe Church Fiesta" on December 11, 2022

Department: Police

Recommendation: Adopt **Resolution No. 2022-121-3371**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING THE PUBLIC SAFETY SERVICE FEE WAIVER FOR THE PROCESSION PARADE OF OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 11, 2022", waiving further reading.

- E. Authorizing Finance Director to amend Fiscal Year 2022-2023 adopted budget by appropriating \$4,349,965.75 from the General Fund reserve to the Capital Improvement Program Project 8230, and issue a letter to California State Library guaranteeing and confirming City of Irwindale's availability of all matching funds

Department: Administration

Recommendation: **Adopt Resolution No. 2022-123-3373** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FISCAL YEAR 2022-2023 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET, APPROPRIATING \$4,349,965.75 FROM THE GENERAL FUND RESERVE TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, AND AUTHORIZING THE ISSUANCE OF A LETTER TO THE CALIFORNIA STATE LIBRARY GUARANTEEING AND CONFIRMING THE CITY OF IRWINDALE'S AVAILABILITY OF ALL MATCHING FUNDS FOR THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT."

- F. 2023 List of Local Appointments

Department: Administration / City Clerk

Recommendation: **Adopt Resolution No. 2022-115-3365** entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2023 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

- G. Request to Approve Amendment No. 1 to a Professional Consulting Contract 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: Approve the contract Amendment No. 1 with LSA Associates, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 500 Speedway Drive, Irwindale, CA 91706.

- H. Request to Approve the Amended and Restated Project Reimbursement Agreement between the City and Irwindale Industrial, LLC ("Applicant") for city and consultant costs associated with a proposed industrial/commercial business park to be located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025

Department: Community Development

Recommendation: Approve the Amended and Restated Project Reimbursement Agreement with Irwindale Industrial, LLC for the reimbursement of city and consultant costs associated with the proposed industrial/commercial business park to be located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

- I. Request to appropriate additional funds, waive formal bidding and approve the purchase of a new replacement vehicle for the Community Development Department

Department: Community Development

Recommendation: **Adopt Resolution No. 2022-122-3372** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPROPRIATION OF ADDITIONAL FUNDING FOR AND THE PURCHASE AND OUTFITTING OF ONE REPLACEMENT VEHICLE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(F)".

- J. Issue Request For Proposals (RFP) for tow services

Department: Police

Recommendation: **Adopt Resolution No. 2022-120-3370** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR TOW SERVICES," waiving further reading.

- K. Resolution Casting the City of Irwindale's Vote for City of Covina Councilmember Hector Delgado to Represent Cities with Prescriptive Pumping Rights as an Alternate Member on the Board of the San Gabriel Basin Water Quality Authority

Department: Administration

Recommendation: **Adopt Resolution No. 2022-127-3377** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CASTING ITS VOTE FOR CITY OF COVINA COUNCILMEMBER HECTOR DELGADO TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY".

- L. Reasonable Accommodations Policy for Public Agency Brown Act Meetings

Department: Administration

Recommendation: Approve and adopt the Reasonable Accommodations Policy for Public Agency Brown Act Meetings.

- M. Award of Contract to VectorUSA for the Security Surveillance System & Installation

Department: Administration / IT

Recommendation: **Adopt Resolution No. 2022-125-3375** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE A CONTRACT TO VECTORUSA, AND APPROPRIATING ADDITIONAL FUNDS FOR THE PURCHASE AND EQUIPMENT INSTALLATION OF THE SECURITY SURVEILLANCE SYSTEM & INSTALLATION."

- N. Acceptance of the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; P-1034

Department: Engineering

Recommendation: (1) Ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements of the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; (2) approve the final construction project amount of \$623,539.82 under the construction contract with Hardy and Harper, Inc.; (3) approve final construction management and inspection services contract with Z&K Consultants in the amount of \$71,962.00; (4) authorize the City Clerk to record the Notice of Completion; and (5) authorize the Finance Director to release the 5% retention amount for the construction project.

- O. Amendment No. 1 to Contract Services Agreement with Johnson-Frank & Associates, Inc. for Topographic-Hydrographic Survey of Eight (8) Sand and Gravel Mines; P-1048
Department: Engineering

Recommendation: Approve and authorize City Manager to Amend the Contract Agreement with Johnson-Frank & Associates, Inc. for the Topographic-Hydrographic Survey of Eight (8) Sand and Gravel Mines (P-1048) to increase the contract amount from \$135,400 to \$161,763 (an increase of \$26,363).

- P. Approve Additional Fee Waiver for the Tournament of Roses Waiving City Transportation / Oversized Vehicle Fees
Department: Administration

Recommendation: Adopt **Resolution No. 2022-128-3378**, 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 ADDITIONAL CITY TRANSPORTATION / OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$64.00"

- Q. Rejection of Claim: Jose Herrera Gudino vs. City of Irwindale
Department: Administration / City Clerk

Recommendation: Reject the claim of Jose Herrera Gudino vs. City of Irwindale and direct staff to send a letter of rejection.

2. NEW BUSINESS

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

- A. Mayor's Appointment of Delegates and Alternates
Department: Administration / City Clerk

Recommendation: **Adopt Resolution No. 2022-116-3366** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

- B. Parks & Recreation Commission Appointments
Department: Administration / City Clerk

Recommendation: **Adopt Resolution No. 2021-117-3367** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

C. Planning Commission Appointments***Department: Administration / City Clerk***

Recommendation: **Adopt Resolution No. 2021-118-3368** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

D. Senior Citizen Commission Appointment***Department: Administration / City Clerk***

Recommendation: **Adopt Resolution No. 2022-119-3369** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZENS COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

E. Introduction and First Reading of Ordinance No. 764 entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 AND 743 IN THEIR ENTIRETY, AND ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.***Department: Engineering***

Recommendation: Introduce the first reading of Ordinance No. 764 amending Title 15 of the Irwindale Municipal Code by adding Chapter 15.07 – Existing Building Code and adopting by reference the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building Codes with County and City Amendments, and schedule a public hearing on January 11, 2023.

- F. Request to Extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products Pit No. 2 from December 31, 2022 until July 31, 2023

Department: Community Development and Engineering

Recommendation: Approve the request from United Rock Products, Inc. (United) to extend the hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) from December 31, 2022 until July 31, 2023. The extended hours of operation during this time period would be: Monday to Friday, 7 a.m. to 3 p.m. and Saturday, 7 a.m. to 5 p.m. (Only 2nd and 4th Saturday of each month).

- G. Assembly Bill 2449 Brown Act Teleconferencing Requirements

Department: Administration

Recommendation: Receive and file.

3. PUBLIC HEARINGS

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

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

SPONTANEOUS COMMUNICATIONS

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

1. **CONSENT CALENDAR**

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Special Joint Meeting held November 9, 2022
2. Regular meeting held November 9, 2022
3. Special Joint Meeting held November 17, 2022

B. Warrants

Department: Finance

Recommendation: Approve

C. Consideration of Resolution No. SA 2022-124-3374 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2023 through June 30, 2024

Department: Finance

Recommendation: **Adopt Resolution No. SA 2022-124-3374** entitled "A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024".

2. **NEW BUSINESS**

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

3. **PUBLIC HEARINGS**

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

4. **ADJOURN**

HOUSING AUTHORITY

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Regular meeting held August 25, 2021
2. Special Joint Meeting held November 9, 2022

B. Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2021-2022

Department: Community Development / Housing

Recommendation: Receive and file the FY 2021-2022 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting

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 Reclamation Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

1. Regular meeting held May 26, 2022
2. Regular meeting held September 14, 2022

B. 2022 4th Quarter Mining Report of Nine (9) SMARA Pits

Department: Engineering

Recommendation: Receive and file the report.

C. Investment Quarterly Report – September 30, 2022

Department: Finance

2. NEW BUSINESS

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

3. PUBLIC HEARING

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

4. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Armando Hegdahl, Management Analyst, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, Housing and Reclamation Authorities, to be held on December 14, 2022, be posted at the City Hall, Library, and Post Office on December 8, 2022.

Armando Hegdahl, CMC

Armando Hegdahl, CMC
Management Analyst

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

City of
IRWINDALE
AGENDA REPORT

ASP Item C-1

Date: December 14, 2022

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

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

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning December 14, 2022 through January 13, 2023

City Manager/Executive Director's Recommendation:

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-112-3362, Resolution No. SA 2022-113-3363, Resolution No. HA 2022-21-131, and Resolution No. RA 2022-08-035** entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 14, 2022 THROUGH JANUARY 13, 2023, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

Administrative Action:

Submitted / Prepared by:

Laura Nieto, Chief Deputy City Clerk

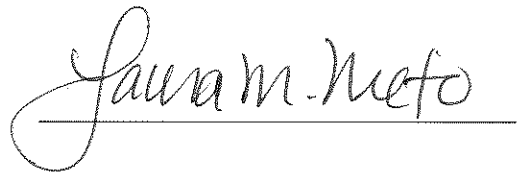
Reviewed by:

Adrian R. Guerra, City Attorney

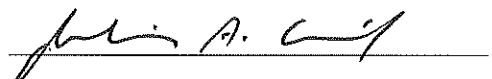
Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director



Electronically Approved



Background and Analysis:

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

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

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

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

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

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

Fiscal Impact:

Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the 30-day period beginning December 14, 2022 through January 13, 2023 is estimated to be approximately \$900.

Attachment:

1. Joint Resolution No. 2022-112-3362, Resolution No. SA 2022-113-3363, Resolution No. HA 2022-21-131, and Resolution No. RA 2022-08-035

**RESOLUTION NO. 2022-112-3362
RESOLUTION NO. SA 2022-113-3363
RESOLUTION NO. HA 2022-21-131
RESOLUTION NO. RA 2022-08-035**

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, AND THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING DECEMBER 14, 2022 THROUGH JANUARY 13, 2023 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361

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

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

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

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

information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. The City Council, Successor Agency Board, Housing Authority Board, and Reclamation Authority Board hereby find that the state of emergency declared by

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

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

- a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements, allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;
- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-

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

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

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

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

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

SECTION 7. The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on December 14, 2022 and shall be effective until the earlier of (i) January 13, 2023, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED, APPROVED AND ADOPTED this 14th day of December 2022.

Larry G. Burrola, Mayor/Chair

ATTEST:

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

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing joint Resolution No. 2022-112-3362, Resolution No. SA 2022-113-3363, Resolution No. HA 2022-21-131 and Resolution No. RA 2022-08-035 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 14th day of December 2022, by the following vote:

AYES: Councilmembers/Agency Members:

NOES: Councilmembers/Agency Members:

ABSTAIN: Councilmembers/Agency Members:

ABSENT: Councilmembers/Agency Members:

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



Assembly Bill No. 361

CHAPTER 165

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This bill would make legislative findings to that effect.

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

This bill would make legislative findings to that effect.

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

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

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Post agendas at all teleconference locations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any of the following circumstances exist:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of
IRWINDALE
AGENDA REPORT

CC Item H

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Declaring Results of November 8, 2022 General Municipal Election

City Manager's Recommendation:

Adopt Resolution No. 2022-114-3364 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, ACCEPTING THE OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk

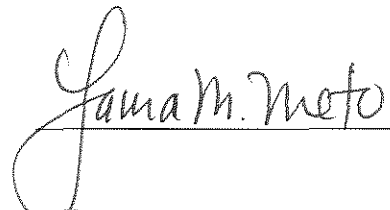
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

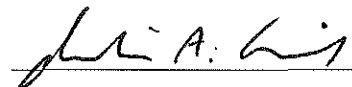
Approved by:

Julian A. Miranda, City Manager



Electronically Approved





Background and Analysis:

A Consolidated General Municipal Election was held and conducted in the City of Irwindale, California, on Tuesday, November 8, 2022, as required by law.

The results of the November 8, 2022 Consolidated General Municipal Election have been canvassed by the Los Angeles County Registrar-Recorder / County Clerk's Office. On completion of the canvass of votes, Elections Code §§10263-10264 requires the city council to adopt a resolution reciting the election and results including (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the measures voted upon; (5) the number of votes given at each precinct to each person, and for and against each measure; (6) the total number of votes given to each person, and for or against each measure.

In consolidated elections, the city council must meet to declare the results at the next regularly scheduled city council meeting, or a special meeting called for this purpose, following the presentation of the 28-day canvass from the county elections official.

The results of the November 8, 2022 Consolidated General Municipal Election are hereby transmitted for adoption through the Resolution No. 2022-114-3364, certifying the same. It would now be appropriate for the City Council to adopt the resolution, certifying the election results.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2022-114-3364

RESOLUTION NO. 2020-96-3256

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE, CALIFORNIA, RECITING THE FACT OF THE CONSOLIDATED
GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2022, ACCEPTING THE
OFFICIAL CANVASS AND OFFICIAL STATEMENT OF VOTES CAST FROM THE
COUNTY OF LOS ANGELES REGISTRAR RECORDER'S OFFICE,
AND DECLARING THE RESULTS AND SUCH OTHER
MATTERS AS PROVIDED BY LAW**

WHEREAS, a Consolidated General Municipal Election was held and conducted in the City of Irwindale, California, on Tuesday, November 8, 2022, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that elections officers were appointed and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by applicable provisions of the Elections Code of the State of California for the holding of elections in charter cities and the provisions of the City of Irwindale's Charter; and

WHEREAS, the Los Angeles County Registrar Recorders Office canvassed the returns of the election and has certified the results to this City Council; the results are received, attached and made a part hereof as "Exhibit A;" and

WHEREAS, the City Council of the City of Irwindale now desires to adopt this resolution reciting the November 8, 2022 Consolidated Municipal Election and declaring its results.

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

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

SECTION 2. That the Chief Deputy City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) the whole number of ballots cast in the City; (2) the names of the persons voted for; (3) for what office each person was voted for; (4) the measures voted upon; (5) the number of votes given at each precinct to each person, and for and against each measure; (6) the total number of votes given to each person, and for or against each measure.

SECTION 3. That the whole number of ballots cast in the precinct except vote by mail voter ballots was 211, that the whole number of vote by mail voter ballots cast in the City was 349, making a total of 560 ballots cast in the City.

SECTION 4. That the names of persons voted for at the election for Member of the City Council are as follows:

Albert F. "Albie" Ambriz
Hector "Manuel" Ortiz
Rosemary P. Martinez
Jason L. Hickman

SECTION 5. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named in Section 3 for the respective offices for which the persons were candidates are as listed in Exhibit A, attached.

SECTION 6. That the City Council does declare and determine that: Albert F. "Albie" Ambriz was elected as Member of the City Council for the full term of four years; and Hector "Manuel" Ortiz was elected as Member of the City Council for the full term of four years.

SECTION 7. That no city measures were voted upon during this election.

SECTION 8. That the Chief Deputy City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the Chief Deputy City Clerk and authenticated; that the Chief Deputy City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the Chief Deputy City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 9. That the Chief Deputy City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of December 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-114-3364 was duly and regularly passed and adopted by the City Council of the City of Irwindale at a regular meeting held on the 14th day of December 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Irwindale City

at the General Election, held on the 8th day of November, 2022.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of December, 2022.



DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			IRWINDALE CITY GEN MUNI COUNCILMEMBER											
LOCATION	REGIST- RATION	BALLOTS CAST	ALBERT F AMBRIZ	HECTOR ORTIZ	R P MARTINEZ	JASON L HICKMAN								
IRWINDALE - 3000001A*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6669	1	0	1	0	0								
TOTAL		3	0	1	0	0								
IRWINDALE - 3000001K*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6670	0	0	0	0	0								
TOTAL		0	0	0	0	0								
IRWINDALE - 3000001M*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6671	0	0	0	0	0								
TOTAL		0	0	0	0	0								
IRWINDALE - 3000003A*		185	83	94	69	91								
VOTE BY MAIL	SERIAL 6672	263	158	162	67	86								
TOTAL		795	448	241	256	136	177							
IRWINDALE - 3000004B*		21	10	10	7	7								
VOTE BY MAIL	SERIAL 6673	63	27	40	20	22								
TOTAL		187	84	37	50	27	29							
IRWINDALE - 3000004C*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6674	0	0	0	0	0								
TOTAL		0	0	0	0	0								
IRWINDALE - 3000004D*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6675	0	0	0	0	0								
TOTAL		0	0	0	0	0								
IRWINDALE - 3000004F*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6676	0	0	0	0	0								
TOTAL		1	0	0	0	0								
IRWINDALE - 3000008A*		5	2	5	2	0								
VOTE BY MAIL	SERIAL 6677	18	11	12	4	2								
TOTAL		48	23	13	6	2								
IRWINDALE - 3000008F*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6678	0	0	0	0	0								
TOTAL		0	0	0	0	0								
IRWINDALE - 3000009A*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6679	4	4	0	1	2								
TOTAL		10	4	4	1	2								
IRWINDALE - 3000010A*		0	0	0	0	0								
VOTE BY MAIL	SERIAL 6680	0	0	0	0	0								
TOTAL		0	0	0	0	0								
BALLOT GROUP 50 - 9990050A^		0	0	0	0	0								
VOTE BY MAIL	SERIAL 8050	0	0	0	0	0								
TOTAL		0	0	0	0	0								
BALLOT GROUP 68 - 9990068A^		0	0	0	0	0								
VOTE BY MAIL	SERIAL 8068	0	0	0	0	0								
TOTAL		0	0	0	0	0								

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Reorganization of the City Council

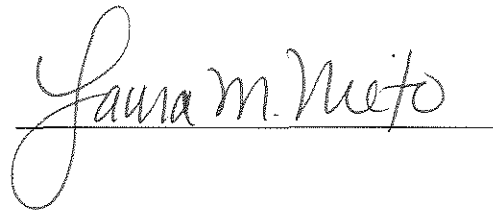
City Manager's Recommendation:

Councilmembers elect Mayor and Mayor Pro Tempore.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian Guerra, City Attorney

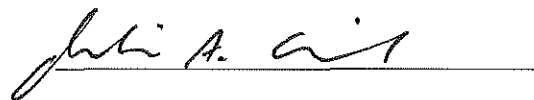
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In accordance with City Charter section 601 and Ordinance No. 711, B (viii), it is appropriate at this time for the City Council to reorganize, including the selection of a new Mayor and Mayor Pro Tempore. In order to complete the reorganization, the following procedure is recommended:

1. The Chief Deputy City Clerk opens the nominations for the office of Mayor. Any Councilmember may nominate and no second to the nomination is required.
2. After receiving all nominations, the Chief Deputy City Clerk closes the nominations.
3. The Chief Deputy City Clerk then conducts the election of the Mayor by roll call vote. If there is more than one nomination, a roll call vote is conducted in order nominated until a Mayor is elected by majority vote.
4. The new Mayor then opens nominations for Mayor Pro Tempore in the same manner as above.
5. After receiving all nominations, the Mayor then closes the nominations.
6. The Mayor then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order nominated until a Mayor Pro Tempore is elected by majority vote.

Fiscal Impact:

There is no fiscal impact associated with this action.

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

CC Item 1A1

**AUGUST 25, 2021
WEDNESDAY
6:39 P.M.**

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

ROLL CALL:

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

Absent: Councilmember Mark A. Breceda

Present: William Tam, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Eva Carreon, Finance Director / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager; Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the City Manager; and Laura Nieto, Chief Deputy City Clerk

**CHANGES TO THE
AGENDA**

CITY MANAGER TAM

City Manager Tam requested on behalf of Mayor Ortiz to pull Consent Calendar Item No. 1F for a report from staff and to move the presentation by Legal Counsel to the City Manager's Report.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

MAYOR ORTIZ

Mayor Ortiz requested for the meeting to be adjourned in memory of Jesse Gomez.

**MAYOR PRO TEM
BURROLA**

Mayor Pro Tem Burrola inquired about the traffic signal timing at Irwindale Avenue and Arrow Highway and reported a water leak near the Public Works Yard driveway and another near the memorial.

MAYOR ORTIZ

Mayor Ortiz spoke on an issue on Nora Avenue and Fraijo Avenue near the school bus parking lot on Cypress, which causes drivers to park their autos along Fraijo and Nora. Residents are concerned that there is insufficient parking for them along the streets. The problem is compounded on street sweeping days and trash-pickup days. He requested that staff look into the concern as soon as possible.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

IRWINDALE CHAMBER
OF COMMERCE
BUSINESS OF THE
MONTH – TRILOGY
FINANCIAL

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE
MONTH – TRILOGY FINANCIAL

The presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

LINDA BLOHM

Linda Blohm spoke about damage to the Las Casitas apartment where her mother, Maggie Guzman, resides. She indicated that a water leak from the unit above hers has caused mold, carpet, and paint issues. She indicated that blowers have been used nonstop for the past 15 days to try to dry the water damage. She added that Ms. Guzman was told she had to repaint using the paint she purchased herself, and stated that she does not understand why the issue is not being taken care of since it is causing Ms. Guzman to experience health issues.

FRED BARBOSA

Fred Barbosa asked which staff member authorized the construction of a pad at the Vincent pit site without approval of the project. He expressed concern over the potential environmental impacts and stressed that the Council must make the best decision for residents.

CARMEN ROMAN

Carmen Roman agreed that the parking situation along Nora and Fraijo should be looked into. She also complained that the workers of the Irwindale Car Wash are taking up all the parking along Allen Drive. She then demanded that the city place Maggie Guzman in a temporary apartment while repairs are being made at her apartment, and suggested that the Council keep residents' health as the top priority when considering allowing potential projects.

SANDRA ARMENTA

Sandra Armenta, with the office of Senator Susan Rubio, announced an upcoming vaccination clinic.

DENA ZEPEDA

Dena Zepeda asked when the city budget would be posted on the city website, complained that school buses are not being ticketed, stated that bus drivers are jaywalking on Cypress, and made allegations of Brown Act violations and conflicts of interest against Councilmember Breceda and Jason Hickman, and made further allegations of fraud and corruption that the City Attorney's Office did not act upon, and stated that the residents are waiting for the city to build houses for them.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ambriz, to approve the Consent Calendar, with the exception of Item No. 1F, which was removed for separate consideration. The motion was unanimously approved; Councilmember Breceda absent.

ITEM NO. 1A
MINUTES

MINUTES

None for approval.

ITEM NO. 1B
WARRANTS
/ DEMANDS
/ PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
ACCEPTANCE OF
OUTDOOR FITNESS
EQUIPMENT AND
SURFACING PROJECTS
AT JARDIN DE ROCA
SKATE PARK AND THE
IRWINDALE SENIOR
CENTER

**ACCEPTANCE OF OUTDOOR FITNESS EQUIPMENT AND
SURFACING PROJECTS AT JARDIN DE ROCA SKATE PARK AND
THE IRWINDALE SENIOR CENTER**

1) The improvements and maintenance responsibility for the outdoor fitness equipment and surfacing completed at Jardin de Roca Skate Park and the Irwindale Senior Center was accepted; 2) the City Clerk was authorized to record the Notice of Completion; 3) the cost for the civil drawings and calculations to comply with ADA requirements were ratified, and 4) the Finance Director was authorized to release the final payments for this project.

ITEM NO. 1D
BILLBOARD
DONATION – CITY OF
HOPE’S WALK FOR
HOPE 2021

**BILLBOARD DONATION – CITY OF HOPE’S WALK FOR HOPE
2021**

RESOLUTION NO.
2021-70-3282
ADOPTED

Resolution No. 2021-71-3283, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT A PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO,” was adopted.

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

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

RESOLUTION NO.
2021-70-3282
ADOPTED

Resolution No. 2021-70-3282, entitled:

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

END OF CONSENT CALENDAR

ITEM NO. 1F
ACCEPTANCE OF THE
IRWINDALE PARK
IMPROVEMENTS
PROJECT PHASE III;
P-1005

ACCEPTANCE OF THE IRWINDALE PARK IMPROVEMENTS
PROJECT PHASE III; P-1005

DIRECTOR HANNA

Director Hanna presented the staff report.

MAYOR ORTIZ

Mayor Ortiz noted an increase in project costs due to 25 requested change orders, which he believed to be excessive. He pointed to change orders relating to ADA compliance, landscaping, electrical work, and the painting of the basketball courts, and asked why staff did not anticipate these items from the beginning, to which Director Hanna advised that the project design was completed in 2014, and only began about two years ago. He advised that some items, such as the ones that relate to ADA compliance, were not included until a plan checker noted the need to include them in the plans. The project landscaper also noted necessary changes as the project moved forward, and staff included them in the plans. The painting of the basketball courts were not originally addressed in the plans.

Mayor Ortiz asked whether the need to paint the basketball courts should have been noticed from the beginning, to which Director Hanna reiterated that the plans were approved in 2014 and, in order to prepare new plans, staff would have to redesign the entire project since there have been three code updates between 2014 and 2020, which would delay the project about two years.

Mayor Ortiz also asked about the costs of the change orders, to which Director Hanna advised that staff negotiated with the contractors to bring down the costs as much as possible.

Mayor Ortiz recommended that staff conduct more in-depth analyses of future projects to avoid an excessive number of project change orders. He noted the project cost of \$2.7 million, to which Director Hanna noted that this amount covers the design for phases 4 and 5.

Responding to a question by Mayor Ortiz, Director Hanna advised that the Council has previously added \$2.3 million to proceed with phases 4 and 5 of the project. He added that staff hired a consultant to analyze these phases to avoid the need for a significant amount of change orders.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola pointed to the amount of requested change orders and stated his belief that the project needs were not analyzed sufficiently by staff.

COUNCILMEMBER
GARCIA

Councilmember Garcia stated that he agreed to a certain extent. He added that if the project architect or consultant did not include required items to the plans that should have been included, the city should have to bear the costs to include them later. He stated that the architects should be held responsible.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz agreed on the need for due diligence, but indicated that some of the change orders resulted from requests by the Commissions and the Council.

MOTION

A motion was made by Mayor Ortiz, seconded by Councilmember Ambriz, to ratify the changes to the original scope of work and accept the improvements and maintenance responsibilities for construction of the Irwindale Park Improvements Phase III, approve the final construction cost of Phase III of the project in the amount of \$2,257,576.44, authorize the City Clerk to record the Notice of Completion, and authorize the Finance Director to release the 5% retention amount for the construction project. The motion was unanimously approved; Councilmember Breceda absent.

NEW BUSINESS

ITEM NO. 2A
RESUMING IN-PERSON
ATTENDANCE AT
PUBLIC MEETINGS

RESUMING IN-PERSON ATTENDANCE AT PUBLIC MEETINGS

CHIEF DEPUTY
CITY CLERK NIETO

Chief Deputy City Clerk Nieto presented the staff report.

COUNCIL CONSENSUS

Council consensus was reached to receive and file the report.

ITEM NO. 2B
VERBAL REPORT
ON THE POTENTIAL
INSTALLATION OF A
LEFT TURN ARROW AT
ARROW HIGHWAY AND
VINCENT

VERBAL REPORT ON THE POTENTIAL INSTALLATION OF A
LEFT TURN ARROW AT ARROW HIGHWAY AND VINCENT
(Requested by Mayor Ortiz)

DIRECTOR HANNA	Director Hanna made a verbal presentation wherein he advised that staff from the Los Angeles County Department of Public Works would be improving the subject intersection to include a left turn phasing improvement. City staff recommends performing the improvement in conjunction with the County of Los Angeles in order to better coordinate the Arrow Highway corridor and to minimize city costs. County staff anticipates that the total cost of the project would ascend to about \$520,000, with 85% to be covered by the County, 5% by the City of Azusa, and 10% by the City of Irwindale. Funding is available for this cost. County staff also estimates that the design would be completed in 2023, with construction to begin in 2024. He recommended collaborating with the County; alternatively, the City can conduct the work itself at an estimated cost of nearly \$600,000.
MAYOR ORTIZ	Mayor Ortiz advised that he has requested this item in light of the unsafe speeding occurring at the intersection. He added that the County in the past has helped with improvements, for example, at Irwindale Avenue and Cypress Street, due to a fatality at the location, which proves that there existed safety issues. He expressed his sentiment that by waiting until 2024 to work at the subject intersection, the County is showing that it is not interested in the safety of pedestrians. He spoke on the need to complete the improvement as soon as possible in an effort to avoid others being hurt. He added that the City Manager has advised that funds for the improvements are already budgeted, and suggested that staff work with Azusa staff to begin work.
MAYOR PRO TEM BURROLA AND COUNCILMEMBER AMBRIZ	Mayor Pro Tem Burrola and Councilmember Ambriz concurred with Mayor Ortiz.
COUNCILMEMBER GARCIA	Councilmember Garcia agreed on collaborating on the improvement, but did not agree with the project costs as it is too expensive. He requested that four-way arrows be installed.
MAYOR ORTIZ	Mayor Ortiz requested that Director Hanna reach out to County and Azusa staff to advise them of the Council's wishes, to which Director Hanna advised that proceeding in this manner would cause Irwindale to lose access to grant funding since it required collaboration with the County. This would require for Irwindale to cover 50% of the cost with Azusa covering the remaining 50%.
COUNCILMEMBER GARCIA	Replying to a question by Councilmember Garcia, Director Hanna advised that the County of Los Angeles would maintain this specific signal. Councilmember Garcia then suggested perhaps hiring a contractor to prepare drawings, have them install additional equipment to handle the load and demand, and then present the project to the County as an alternative to the County using its own architect.

DIRECTOR HANNA	Director Hanna stated that staff could have its consultant group Iteris prepare the design and forward to Azusa and the County for their review. The consultant could also provide a cost estimate, which staff could then forward to the Council for review.
DENA ZEPEDA	Dena Zepeda thanked the Council for working to improve the safety of the intersection.
MOTION	A motion was made by Mayor Ortiz, seconded by Councilmember Ambriz, to direct staff to reach out to the City of Azusa and the County of Los Angeles to collaborate and share the costs of the project. The motion was unanimously approved; Councilmember Breceda absent.
<u>ITEM NO. 2C</u> RETIREE BENEFITS FOR COMMISSIONERS	RETIREE BENEFITS FOR COMMISSIONERS
CITY MANAGER TAM	City Manager Tam presented the report and advised that the matter arose at the request of Councilmember Ambriz. Based on preliminary research, only the City of Industry offers appointed officials with retiree benefits. Staff can continue searching if the Council provides the direction.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz stated that, after careful consideration, he would like to table this matter at this time.
<u>ITEM NO. 2D</u> LIABILITY CLAIM OF DENA ZEPEDA VS. CITY OF IRWINDALE IN THE MOUNT OF \$3,306.60	LIABILITY CLAIM OF DENA ZEPEDA VS. CITY OF IRWINDALE IN THE AMOUNT OF \$3,306.60
MAYOR ORTIZ	Mayor Ortiz recused himself from this item and exited the Council Chambers at 7:38 p.m.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola resumed the meeting.
CHIEF DEPUTY CITY CLERK NIETO	Chief Deputy City Clerk Nieto presented the staff report.
DENA ZEPEDA	Dena Zepeda spoke in support of approving the claim.
FRED BARBOSA	Fred Barbosa spoke in support of approving the claim and suggested that the City seek reimbursement from the contractors since the homeowners cannot afford the repairs.
CARMEN ROMAN	Carmen Roman spoke in support of approving the claim. She also suggested that potential homeowners hire private inspectors and go

to the worksites to ensure quality work is being performed. She alleged that the city housing programs include the installation of "cheap" water heaters, which she alleged is an illegal practice.

LINDA MAREZ

Linda Marez thanked the Council and Housing Authority for its programs that provide individuals the opportunity to purchase houses who may otherwise not be able to obtain them. She cautioned, however, that approving this claim would open the door to other resident homeowners who experience damages to seek reimbursement from the City for the repairs. She noted that owning a home requires homeowners to become responsible for home maintenance.

DENA ZEPEDA

Dena Zepeda stated that she does not own the home she resides in; rather, the City owns it. She stated that nobody should discriminate against her because she cannot afford the repairs of the work performed by the contractor hired by the City to build the house.

YOLANDA GARCIA

Yolanda Garcia stated that, since the city's insurer recommended denial of the claim, having the Council approve it could be viewed as a gift of public funds. She recommended that the homeowner seek reimbursement for the repair expenses from her homeowners' insurance.

CARMEN ROMAN

Carmen Roman stated that homeowners who experience problems with their homes should seek reimbursement from the Council. She stated that the City and the Housing Authority is responsible for the homeowners' houses since it allowed "shoddy workmanship". She denied that approving the claim and reimbursing the claimant would be considered a gift of public funds.

COUNCILMEMBER
GARCIA

Councilmember Garcia stated that both staff and the attorneys consider paying out the claim to be a gift of public funds. He stated that he is opposed to approving the claim and suggested perhaps holding a fundraiser for the claimant, but that the City should not pay on the claim.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz thanked the City Attorney and the City Manager for their input, but stated that the Council will ultimately make the decision on how to proceed. He stated that individuals that purchase houses through the city program should expect their houses to be up-to-par and livable. He added that the contractor failed in their performance since the plumbing trench should have been at a depth of 18 to 24 inches deep rather than only nine inches. He also stated that the County Inspector did not conduct a proper inspection, and stated his belief that approving and paying out the claim would not be considered a gift of public funds since the contractor's workmanship was not properly inspected. He added that future reimbursement requests by resident homeowners would be considered on a case-by-case basis.

MOTION	A motion was made by Councilmember Ambriz to approve the claim of Dena Zepeda.
MAYOR PRO TEM BURROLA	Mayor Pro Tem Burrola thanked staff for looking into the claim. He stated that the City's claims adjuster never recommends approval of claims. He added that Ms. Zepeda has complained of water pressure issues from day one, which appears to be the result of the pinched plumbing line. He seconded Councilmember Ambriz's motion.
ROLL CALL	Upon roll call, the motion to approve the claim of Dena Zepeda was approved, with Councilmember Ambriz and Mayor Pro Tem Burrola in support, Councilmember Garcia opposed, and Councilmember Breceda and Mayor Ortiz absent.
RECESS	At 8:06 p.m., the Council took a short recess
RECONVENE	At 8:11 p.m., the Council reconvened in Open Session and Mayor Ortiz resumed the meeting.

**CITY MANAGER'S
REPORT**

DIRECTOR RODRIGUEZ	Director Rodriguez presented the lineup for the MariachiFest concerts.
ASSISTANT TO THE CITY MANAGER ESPINO	Assistant to the City Manager Espino provided information regarding an upcoming event for first responders at the Irwindale Speedway.
DENA ZEPEDA	Responding to a question by Dena Zepeda, Director Rodriguez advised that staff is open to suggestions by members of the public.
ASSISTANT CITY ATTORNEY TRAXLER	Assistant City Attorney Jamie Traxler presented an overview of the Brown Act and on Conflicts of Interest.
MAYOR ORTIZ	Responding to a question by Mayor Ortiz, Assistant City Attorney Traxler indicated that the Council might ask specific questions of staff before accepting public comments on agenda items. However, it is required that the public be able to speak before the Council concludes deliberations.
MAYOR PRO TEM BURROLA	Responding to a question by Mayor Pro Tem Burrola, Assistant City Attorney Traxler indicated that there might be statutes of limitations on conflicts of interests, depending on when the conflicts are discovered.
DENA ZEPEDA	Dena Zepeda asked whether Councilmembers could purchase beers for their staff after hours and discuss business, to which Assistant City Attorney Traxler advised that Councilmembers may enjoy beers with others, though she recommended avoiding discussing city business.

Dena Zepeda also asked whether she can talk or text members of the Council if she has concerns, to which Assistant City Attorney Traxler advised that she has no obligations under the Brown Act. However, if she speaks about city business to multiple councilmembers to garner consensus, this would be considered a serial meeting in violation of the Brown Act. She recommended that each Councilmember receive information but avoid discussing it or providing opinions.

Dena Zepeda alleged that one of the Councilmembers is in violation and requested legal advice, which Assistant City Attorney Traxler refused to do.

CITY ATTORNEY
GUERRA

City Attorney Guerra stated that, if Ms. Zepeda would like to file a complaint, she may contact the Fair Political Practices Commission.

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz asked whether disseminating information to the public is a conflict, to which Assistant City Attorney Traxler advised that if an individual Councilmember is giving information to an individual member of the public, doing so would not be a Brown Act violation.

CARMEN ROMAN

Carmen Roman stated that Irwindale has a small community base and that the residents all talk to one another and asked whether discussing items at public functions would be considered a Brown Act conflict, to which City Attorney Guerra advised that any member of the public can always speak to a Councilmember or Commissioner on anything. However, it is the duty of the Councilmember or Commissioner to avoid discussing it with the individual.

MAYOR ORTIZ

Replying to a question by Mayor Ortiz, Assistant City Attorney Traxler indicated that, if a Councilmember received information and in turn provided it to the City Manager to look into the matter individually; this would not be considered a violation.

CITY ATTORNEY
GUERRA

City Attorney Guerra advised that, in the end, each Councilmember is responsible for knowing the conflict of interest rules, and staff does not independently verify whether the Councilmembers' individual properties lie within a conflict of interest area. He added that each Councilmember in the end would need to make a decision regarding potential conflicts of interest.

CITY MANAGER TAM

City Manager Tam indicated that staff has dealt with many conflict of interest issues over the past couple of years. He advised that staff does not keep a running list of properties that each Councilmember owns and does not advise whether each Councilmember has a conflict, and noted that it is each Councilmember's duty to advise staff about whether they have conflicts with certain items.

DENA ZEPEDA

Responding to a comment by Dena Zepeda, City Manager Tam repeated that each Councilmember has a duty to inform staff about

whether they own property within the boundaries of a subject location, which may be used when determining whether a conflict of interest exists. He added that staff does not conduct investigations, and individuals interested in submitting a complaint may consult with the Fair Political Practices Commission.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

COUNCILMEMBER
AMBRIZ

Councilmember Ambriz stated that serious challenges have come up at the Las Casitas senior apartment complex and suggested that City staff, tenants, and representatives of Northridge Management meet to discuss them.

MOTION

A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Burrola, to place an item on the next agenda to discuss purchasing the Las Casitas Lease Agreement from Northridge Management in order to have more operational control. The motion was unanimously approved; Councilmember Breceda absent.

CITY ATTORNEY
GUERRA

City Attorney Guerra noted that the requested item would be placed on the agenda for the Housing Authority.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola requested placing an item on the agenda to discuss potentially reducing the amount of time that a job application remains on file from one year to six months.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:05 p.m., in memory of Jesse Gomez.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC & HA Item 1A2
SA Item 1A1

**NOVEMBER 9, 2022
WEDNESDAY
5:30 P.M.**

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

ROLL CALL:

Present: Council/Board Members Mark A. Breceda (arrived at 6:15 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem / Vice Chair Albert F. Ambriz; Mayor / Chair Larry G. Burrola

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

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM NO. D1

**A RESOLUTION TO
RE-RATIFY THE
EXISTENCE OF A
LOCAL EMERGENCY
AND AUTHORIZE
REMOTE MEETINGS
FOR THE LEGISLATIVE
BODIES OF THE CITY
OF IRWINDALE FOR
THE 30-DAY PERIOD
BEGINNING
NOVEMBER 9, 2022
THROUGH
DECEMBER 9, 2022**

**A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL
EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE
LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-
DAY PERIOD BEGINNING NOVEMBER 9, 2022 THROUGH
DECEMBER 9, 2022**

**RESOLUTIONS
ADOPTED**

**Joint Resolution Nos. 2022-105-3355, SA 2022-106-3356, and HA
2022-20-130, entitled:**

**"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF
THE HOUSING AUTHORITY RE-RATIFYING THE
PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR
NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE
HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY
OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING**

NOVEMBER 9, 2022, THROUGH DECEMBER 9, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted, Councilmember Breceda absent.

**RECESS TO
CLOSED SESSION**

At 5:34 p.m., the City Council met in Closed Session to discuss the following:

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

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

Case Number: 22STCV01394

ACTION: Discussed, direction provided; no reportable action taken (Councilmember Breceda did not participate).

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

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

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

Negotiating Parties: United Rock Products Corp.

Under Negotiation: Sublease Price and Terms

ACTION: Not discussed

Property: South Manning Pit (APNs 8417-034-905; 8417-034-907; 8417-009-908)

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

Negotiating Parties: Los Angeles County Flood Control District

Under Negotiation: Price and terms

ACTION: Not discussed

Property: 5223 Morada Street (APN 8619-012-907)

Agency Negotiators: Julian A. Miranda, City Manager

Negotiating Parties: TBD

Under Negotiation: Price and Terms

ACTION: Discussed, direction provided; no reportable action taken (Councilmember Breceda did not participate).

Property: 5239 Morada Street (APN 8619-012-910)
Agency Negotiators: Julian A. Miranda, Executive Director
Negotiating Parties: TBD
Under Negotiation: Price and Terms

ACTION: Discussed, direction provided; no reportable action taken
(Councilmember Breceda did not participate).

Liability Claims

Pursuant to Government Code Section 54956.95

Claimant: Unspecified pursuant to Government Code Section 54961
Agency Claimed Against: City of Irwindale

ACTION: Update provided; no action or direction provided.

**RECONVENE IN
OPEN SESSION**

At 7:02 p.m., the City Council reconvened in Open Session with all
members present.

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 7:03 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A3

**NOVEMBER 9, 2022
WEDNESDAY
7:03 P.M.**

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

ROLL CALL:

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

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

**CHANGES TO THE
AGENDA**

There were none.

**COUNCILMEMBER
TRAVEL REPORTS**

There were none.

**COUNCILMEMBER
COMMENTS**

MAYOR BURROLA

Mayor Burrola thanked the Irwindale Community Foundation and volunteers for passing out gift cards to Irwindale residents and the Kindness Krew for accepting household items to be donated to YWCA. He also requested that staff look into painting curbs red on Irwindale Avenue and Calle Breceda.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

There were none.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

**CHAMBER OF
COMMERCE
BUSINESS OF THE
MONTH – BONILLA
PARTNERS**

**CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
BONILLA PARTNERS**

The presentation was made.

**GOLD LINE VIDEO
PRESENTATION**

GOLD LINE VIDEO PRESENTATION

The video presentation was made.

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda thanked the Irwindale Community Foundation and the Kindness Krew for their gift card giveaway and donation collection. She also requested that a Christmas Parade be held, and commended the Recreation Department for putting on such wonderful programs and activities.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; Councilmembers Breceda and Garcia abstaining on Item No. 1C. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Special Joint Meeting held October 12, 2022
- 2) Regular Meeting held October 12, 2022
- 3) Special Meeting held October 26, 2022
- 4) Regular Meeting held October 26, 2022

ITEM NO. 1B
WARRANTS /
DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
STATE OF CALIFORNIA
BUDGET ACT OF 2021
(SB 129) GRANT
APPLICATION,
ACCEPTANCE, AND
EXECUTION OF
GRANT FUNDS

STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129) GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF GRANT FUNDS

RESOLUTION NO.
2022-107-3357
ADOPTED

Resolution No. 2022-107-3357, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE GRANT APPLICATIONS, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)", was adopted; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 1D
AWARD OF CONTRACT
FOR AS-NEEDED
ON-CALL PROJECT

AWARD OF CONTRACT FOR AS-NEEDED ON-CALL PROJECT BASED PRIVATE DEVELOPMENT REVIEW AND PLAN CHECK SERVICES

**BASED PRIVATE
DEVELOPMENT
REVIEW AND PLAN
CHECK SERVICES**

The agreement with Chris Nelson & Associates, Inc., for as-needed On-Call Project Based Private Development Review and Plan Check Services in the amount not-to-exceed \$250,000, was approved, and the City Manager was authorized to execute same.

**ITEM NO. 1E
APPROVE A FEE
WAIVER FOR THE
TOURNAMENT OF
ROSES WAIVING
CITY
TRANSPORTATION /
OVERSIZED VEHICLE
FEES**

**APPROVE A FEE WAIVER FOR THE TOURNAMENT OF ROSES
WAIVING CITY TRANSPORTATION / OVERSIZED VEHICLE FEES**

**RESOLUTION NO.
2021-108-3358
ADOPTED**

Resolution No. 2021-108-3358, 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," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

**ITEM NO. 2A
ISSUES CONCERNING
IRWINDALE TECHNICAL
GUIDELINES RELATED
TO STATE MINING
AND RECLAMATION
OF OPEN-PIT MINES
AND CALCIMA'S
LETTER REQUEST
CONCERNING CITY
OF IRWINDALE
MINING TECHNICAL
GUIDELINES**

**ISSUES CONCERNING IRWINDALE TECHNICAL GUIDELINES
RELATED TO STATE MINING AND RECLAMATION OF OPEN-PIT
MINES AND CALCIMA'S LETTER REQUEST CONCERNING CITY
OF IRWINDALE MINING TECHNICAL GUIDELINES**

DIRECTOR HANNA

Director Hanna made a PowerPoint presentation and discussed the staff report.

SUZANNE SEIVRIGHT

Suzanne Seivright with CalCIMA further elaborated on CalCIMA's functions and discussed background information on this subject.

MAYOR BURROLA

Mayor Burrola recognized the contributions of the former ITAC members as relate to mining operations within the city.

DENA ZEPEDA

Dena Zepeda encouraged the Council to fully analyze the matter before acting upon it.

RESOLUTION NO.
2022-104-3354
ADOPTED

Resolution No. 2022-104-3354, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022/2023 ADOPTED BUDGET AND APPROPRIATING \$90,000.00 FROM THE SPECIAL MINING FUND FOR SUPPLEMENTAL SCOPE OF SERVICES FOR CIVIL AND GEOTECHNICAL ENGINEERING SERVICES FOR THE OVERSIGHT OF THE CITY'S GRAVEL PITS," was adopted, and Amendment No. 1 to Geotechnical Consulting Agreement with Geo-Logic & Associates for additional technical services to address the seismically-induced settlement issue and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation, was approved, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, and unanimously approved.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

CITY MANAGER
MIRANDA

City Manager Miranda reported the following:

- 1) Official Election Canvass results will be updated periodically on the County's Registrar website now through December 5.
- 2) The city will hold its annual Veteran's Day Ceremony on November 11.
- 3) A Housing Element Workshop will be held tomorrow at the Senior Center.
- 4) The annual Christmas Spectacular and Mayor's Tree Lighting event has been scheduled for December 2.

**AGENDA ITEMS
REQUESTED BY
COUNCILMEMBERS**

There were none.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:50 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A4
SA Item 1A3

**NOVEMBER 17, 2022
WEDNESDAY
5:00 P.M.**

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

ROLL CALL:

Present: Councilmembers Mark A. Breceda (arrived at 5:34 p.m.), Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola

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

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

PROCLAMATION
PROCLAIMING
NOVEMBER AS
FAMILY COURT
AWARENESS MONTH

PROCLAMATION PROCLAIMING NOVEMBER AS FAMILY COURT
AWARENESS MONTH

The proclamation was presented.

**RECESS TO
CLOSED SESSION**

At 5:11 p.m., the City Council met in Closed Session to discuss the following:

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

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

ACTION: Discussed, update provided; no reportable action taken

Case Name: City of Irwindale as Successor Agency to the Irwindale
Community Redevelopment Agency, et al. v. County of Los Angeles
Case Number: Ventura County Superior Court Case No. 56-2015-
00464100-CU-WM-VTA

ACTION: Discussed, update provided; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 5:33 p.m., the City Council reconvened in Open Session with all members present.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz advised that Our Lady of Guadalupe Church is holding its annual fiesta on December 10, and that the church will provide turkey meals for members of the community experiencing need. He also indicated that the Northview High School Music Program is seeking donations for future events and challenged his Council peers to donate.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved; Councilmembers Breceda and Garcia abstaining on Item No. 1B; Councilmember Ortiz abstaining on Item No. 1A.

ITEM NO. CA
REQUEST TO
APPROVE THE
PARADE PERMIT AND
A FEE WAIVER FOR
THE PROCESSION
OR PARADE LICENSE
FEE FOR THE "OUR
LADY OF GUADALUPE
CHURCH FIESTA"

REQUEST TO APPROVE THE PARADE PERMIT AND A FEE
WAIVER FOR THE PROCESSION OR PARADE LICENSE FEE
FOR THE "OUR LADY OF GUADALUPE CHURCH FIESTA"
PROCESSION BEING HELD BY OUR LADY OF GUADALUPE
CHURCH ON DECEMBER 10-11, 2022

RESOLUTION NO.
2022-111-3361
ADOPTED

Resolution No. 2022-111-3361, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PARADE PERMIT AND A FEE WAIVER FOR THE PROCESSION LICENSE FEE FOR THE OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 11, 2022", was adopted, and staff was directed to place an item on the agenda for the next regular meeting to discuss the request submitted by Our Lady of Guadalupe Church to waive the associated Police personnel costs; Councilmember Ortiz abstaining

MAYOR PRO TEM
AMBRIZ

Replying to a question by Mayor Pro Tem Ambriz, City Manager Miranda advised that the Church submitted a letter today to request a waiver of Police personnel fees.

Mayor Pro Tem Ambriz asked whether the request could be considered at tonight's meeting, to which City Attorney Guerra noted that this specific request was not on tonight's agenda for

consideration. However, should the Council wish to consider it, he recommended placing it on a future agenda. He added that requests for waiver of fees require staff to look into whether granting the request would serve a public purpose. He advised that he could work with staff to prepare a resolution to ensure that the Council finds that the public would be served with the approval of the waiver of the fees.

Mayor Pro Tem Ambriz requested that the matter be placed on the agenda for the next meeting.

CITY MANAGER
MIRANDA

City Manager Miranda read into the record the letter submitted by Our Lady of Guadalupe Church.

In response to questions by City Manager Miranda, Director Borhani mentioned the possibility of calculating the exact costs that would be waived should the request be approved and present it to the Council at the next meeting.

CITY ATTORNEY
GUERRA

City Attorney Guerra asked whether staff would invoice the applicant before or after the event, to which Director Borhani advised that staff would typically invoice customers before the service is rendered. However, staff would serve as directed by the Council.

COUNCILMEMBER
BRECEDA

In reply to a question by Councilmember Breceda, Director Borhani advised that the process of obtaining special event permits would typically include for each city department to determine whether it would incur costs, and what said costs would amount to. In this case, he advised that staff could either establish a set fee or seek reimbursement of actual expenses.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz stated that the request is turning into a discussion from which he would need to recuse himself. He then exited the Council Chambers at 5:45 p.m.

CITY ATTORNEY
GUERRA

City Attorney Guerra reiterated that the request for the waiver of fees is not on tonight's agenda for discussion. However, he noted that the event takes place before the next regular Council meeting and stated that the Council runs the risk that, if the event is held and the Council afterward decides that it is not interested in waiving the fees, staff would need to invoice the church after the fact, and the city would risk not being paid. On the other hand, if the Council waives the fees at the next meeting, then the issue is moot. He recommended holding a special meeting within the next few weeks to address the waiver request.

MAYOR BURROLA

In response to a question by Mayor Burrola, City Manager Miranda stated that he was unsure whether the city invoiced the church for police costs for prior events. However, he acknowledged that extra costs would be incurred with the utilization of police personnel, which would have to be addressed as noted by City Attorney Guerra.

CITY ATTORNEY GUERRA City Attorney Guerra noted that another option would be to invoice the church now, have them pay, and if the Council afterward decides to waive the costs, the funds would be returned to the church.

MAYOR BURROLA Mayor Burrola expressed support for having the church pay the costs now and reimbursing them afterward if the Council decides to waive the costs.

COUNCILMEMBER BRECEDA Councilmember Breceda stated his understanding that the request would be considered at the next Council meeting.

ITEM NO. CB
AWARD OF CONTRACT FOR ARCHITECTURAL DESIGN SERVICES FOR PLANS, SPECIFICATIONS AND COST ESTIMATE FOR A NEW PUBLIC LIBRARY; P-1044

RESOLUTION NO. 2022-88-3338
ADOPTED

Resolution No. 2022-88-3338, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE CHANGING THE NAME AND PROJECT ACCOUNT NAME OF THE LIBRARY EXTENSION / REMODEL PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, APPROVING THE AWARD OF CONTRACT TO CWA AIA, INC. IN THE AMOUNT OF \$927,438 PLUS A 15% PROJECT CONTINGENCY IN THE AMOUNT OF \$139,116 FOR ARCHITECTURAL DESIGN SERVICES FOR PLANS, SPECIFICATIONS, AND COST ESTIMATE FOR A NEW PUBLIC LIBRARY, AND APPROVING THE TRANSFER OF \$2,016,645.50 FROM THE RECREATION / LIBRARY BUILDING IMPROVEMENTS PROJECT TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT," was adopted; Councilmembers Breceda and Garcia abstaining.

PUBLIC HEARINGS

ITEM NO. D1
THE APPLICANT IS REQUESTING A SITE PLAN AND DESIGN REVIEW (DA) FOR THE CONSTRUCTION OF A ±129,830 SQUARE-FOOT CONCRETE TILT-UP

THE APPLICANT IS REQUESTING A SITE PLAN AND DESIGN REVIEW (DA) FOR THE CONSTRUCTION OF A ±129,830 SQUARE-FOOT CONCRETE TILT-UP BUILDING AND ASSOCIATED PARKING LOCATED AT 4416 AZUSA CANYON ROAD (8417-004-006)

BUILDING AND
ASSOCIATED
PARKING LOCATED
AT 4416 AZUSA
CANYON ROAD

COUNCILMEMBER
BRECEDA

Councilmember Breceda declared a potential conflict of interest with this item, exited the Council Chambers, and did not participate in the discussion of the item.

SENIOR PLANNER
JONES

Senior Planner Jones presented the staff report and made a PowerPoint presentation. She also advised that additional comments and input received after the posting of the agenda was placed at the Councilmembers' spots on the dais.

DINA EL CHAMMAS

Dina El Chammas Gass with Placeworks, which serves as Project Manager for this project, provided an overview of the environmental review process for the project.

CARLTON WATERS

Carlton Waters, with Urban Crossroads, discussed the traffic impact analysis and fee changes.

SENIOR PLANNER
JONES

Senior Planner Jones stated that the project is subject to development impact fees, and further elaborated on staff's recommendation.

COUNCILMEMBER
GARCIA

Replying to several questions by Councilmember Garcia, Mr. Waters advised that Decorative Specialties owns the two lanes that are displayed on Exhibit B of the Planning Commission plot map. Councilmember Garcia also asked about a recommendation made by Decorative Specialties relating to left turns at northbound Azusa Canyon Road, to which Mr. Waters indicated that staff had safety concerns relating to the request if driveway number one was converted to a "right turn in/out" only lane.

In response to an additional question by Councilmember Garcia, Mr. Waters indicated that a grant deed has been recorded which grants access to the property at Azusa Canyon Road using a private road.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked whether an extra left-turn lane would be installed before a new traffic signal is installed, to which Mr. Waters indicated that he has seen lanes with multiple left-hand lanes installed, so one could be installed prior to the creation of the signal.

Councilmember Ortiz asked whether Rexford would be installing the signal, to which Mr. Waters expressed his understanding that city staff is pursuing that traffic signal in coordination with Metrolink staff.

Councilmember Ortiz asked what could be done if the left turn lane does not work as well as intended, to which Mr. Waters indicated that

he saw no professional reason why the dual turn lane configuration would not work. He added that his firm has studied simultaneous movement on both lanes and the primary conclusion that they arrived at was to recommend removing parking on the east side of Azusa Canyon Road to ensure vehicles could turn safely.

Councilmember Ortiz also expressed concern over vehicles exiting and making left turns from the parking lot of a company on the west side of Azusa Canyon Road. In response to an additional question by Councilmember Ortiz, Mr. Waters advised that trucks would exit the subject site from driveway 3 and would make left turns onto Azusa Canyon Road.

OPEN PUBLIC HEARING At 6:47 p.m., Mayor Burrola opened the public hearing.

STEVE MENSURA Steve Mensura with Rexford Development, made a PowerPoint presentation on the company's background and enhancements to the community.

ANDREW FOGG Andrew Fogg, with the land-use law firm representing Rexford, advised that the deed to the property grants easement for ingress and egress. He also described the distinction under the law between mitigation measures imposed by CEQA and a condition of approval imposed pursuant to the City's police authority. He indicated that city staff has determined that an unprotected left turn lane is not safe, that they take staff at their word. He stated, however, that pedestrian safety at the intersection is the only measure that requires mitigation. Such mitigation measures were included in the initial study. However, neighbors do not want crosswalks on their properties, and so staff at Urban Crossroads redesigned the crosswalk so as not to encumber the private road at all. However, the installation of a traffic light is not a mitigation measure. He indicated that it is a condition of approval that the city may impose, though it is not a violation of CEQA if one is not constructed. He further stated that Urban Crossroads has a lengthy explanation of thresholds of significance, which would dictate the level to which impacts rise to the point where mitigations measures would need to be placed. He argued, however, that this project, as a whole, does not meet the threshold. He urged the Council to approve the project.

COUNCILMEMBER ORTIZ Councilmember Ortiz asked about the trucks that would be used and whether they would improve air quality, to which Mr. Mensura advised that outlets would be installed at the truck docks so truck drivers could plug in while they load/unload, so the engine would not be idling, thereby reducing noise and emissions.

MAYOR BURROLA Mayor Burrola asked when the traffic signal would be installed, to which Construction Compliance Manager Francisco Carrillo advised that said installation involved a different applicant, and is considered a separate project.

CITY ATTORNEY
GUERRA

City Attorney Guerra added that the traffic signal is not part of the project being considered tonight. He advised that the construction of the traffic signal is part of the city's capital improvement program, though the applicant will be providing funding for their fair share to be used toward the traffic signal. Plans for the signal are currently pending review by Metrolink staff. The goal is to have the signal up and running by the time the business at the subject site begins operating.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested that Engineer Hanna expedite the installation of the traffic signal.

ERIC LANSFORD

Eric Lansford, one of the owners of Decorative Specialties, stated that their primary concern was being able to continue conducting business with unfettered access to their driveway. He indicated that they hired a traffic consultant who confirmed that it was impossible for tractor trailers to make the turns as suggested, and expressed additional traffic-related concerns and suggested an alternate solution.

RYAN LU

Ryan Lu, with Fehr & Peers, indicated that his firm has worked with Decorative Specialties to address traffic safety and operational issues between the Rexford project and Decorative Specialties. He stated his hope that the city would be open to offer full access to project driveway #1 at the northwest corner of the site using a two-way left turn lane. He noted that the project currently has a condition to prohibit southbound access and only provide northbound access. He expressed skepticism that no trucks would travel southbound on Azusa Canyon Road to access the project site. He recommended a total prohibition on northbound right turn traffic at the intersection and recommended that larger trucks be prohibited from making southbound left turns at this location, in conjunction with allowing turns at driveway #1, which would allow smaller trucks to use the intersection.

PAUL PORTER

Paul Porter, representing Decorative Specialties, indicated that the business he represents has made left turns with smaller trucks from Azusa Canyon Road onto their private road for years, and requested that the Council avoid making a condition to disallow making turns that the business relies on making. He added that the city's own documents show that another traffic signal in the area is needed to avoid traffic issues, but the city does not know when the signal will be completed. He argued that the only legal way to allow the project is to include conditions for the construction and operation of a signalized intersection to avoid the problems that the city's documents have identified.

NICOLE SHAHENIAN

Nicole Shahanian with the Irwindale Chamber of Commerce, voiced her support of the project and provided supplemental background information on Rexford.

ANDREW FOGG	Mr. Fogg disagreed with the suggestion that the project is prohibited by law since the project is being presented as deferring mitigation efforts. He noted that the city's consultant conducted a thorough traffic analysis, which shows that the project would not pose a significant impact. He agreed that the current traffic intersection is problematic, but noted that city staff is working diligently on moving forward with its construction, though the delay currently lies with Metro. He reiterated his request that the project be approved.
JOANN HADFIELD	Joann Hadfield with Placeworks concurred with Mr. Fogg and advised that CEQA no longer addresses traffic congestion as a significant impact. She indicated that the initial study's mitigated negative declaration shows how the traffic signal is compliant with the city's general plan, infrastructure plan, active transportation plan, and its capital improvement program. She stated that there exists case precedence demonstrating that a traffic signal does not need to be installed by the time the occupancy permit is issued. She reiterated that CEQA does not require the installation of the traffic signal, and noted that mitigation measures simply require that the improvement plan be done, which is not uncommon for CEQA documents and transportation improvements.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Burrola closed the public hearing at 7:33 p.m.
RECESS	At 7:33 p.m., the City Council took a short recess.
RECONVENE	The City Council reconvened and resumed its meeting at 7:41 p.m.
MAYOR BURROLA	Responding to a question by Mayor Burrola, Senior Planner Jones advised that city staff has met with representatives of Decorative Specialties. The company has supplied the City with the traffic study that their consultant prepared, which was in turn distributed to the City's consultant team, who then reviewed it and prepared an access sensitivity study in response, which was included in the report materials. Mayor Burrola also asked about the property easement, to which City Attorney Guerra indicated that what is being proposed is consistent with the easement.
COUNCILMEMBER ORTIZ	Councilmember Ortiz stated his belief that there will be many traffic problems at the subject intersection until the traffic light is installed. He then asked questions regarding the proposed project's aesthetics, to which Senior Planner Jones noted the location of the proposed fountain, address number, and the "Welcome to Irwindale" sign. Councilmember Ortiz also proposed several building design changes, including arched and recessed parapets.

SENIOR PLANNER JONES	Senior Planner Jones noted that the applicant is fine with the requested changes.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz expressed concern over air quality issues and asked whether the proposed project would include solar panels and electric vehicle chargers, to which Senior Planner Jones advised that solar panels will be installed based on LEED certification. Mayor Pro Tem Ambriz stated his wish that commercial vehicles with alternative fuels be used. He also urged the need for the two companies to work together toward an amicable resolution, and recommended for the traffic issues to be addressed as soon as possible.
SENIOR PLANNER JONES	Senior Planner Jones asked whether Mayor Pro Tem Ambriz wished to require commercial vehicles that utilize alternative fuels, to which Mayor Pro Tem Ambriz suggested that it be made a requirement one year after the building is operational.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that staff first would have to determine exact metrics before the City can ask the applicant to agree to a condition. He added that, in order to impose a condition, it must be reasonable. Staff would need to look into the request to determine whether the conditions would support it.
REOPEN PUBLIC HEARING	At 7:59 p.m., Mayor Burrola reopened the public hearing.
JOHN VANG	John Vang, who stated that he prepared the air quality and greenhouse gas analysis for the project, and explained CalGreen standards, including Tier 1 mandatory standards vs. Tier 2 voluntary standards.
CLOSE PUBLIC HEARING	There being no additional speakers, Mayor Burrola closed the public hearing at 8:01 p.m.
MAYOR BURROLA	Mayor Burrola stated that air quality is an important issue that should be looked into in the future.
COUNCILMEMBER GARCIA	Councilmember Garcia concurred that all parties must work together to find a solution. He stated this belief that the report by Fehr & Peers is not too far out of line, and suggested working with them to make sure that most of the demands are reasonable. He stated that the left turn lanes, for example, are doable. He indicated that he did not see anything in the plan regarding a landscaping program, and wished to integrate air-scrubbing trees to help fight air pollution.
RECESS	At 8:06 p.m., the City Council took a short recess.
RECONVENE	The City Council reconvened and resumed its meeting at 8:11 p.m.

SENIOR PLANNER
JONES

Senior Planner Jones read the new draft condition.

RESOLUTION NO.
2022-109-3359
ADOPTED

Resolution No. 2022-109-3359, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE MITIGATED NEGATIVE DECLARATION (MND) AS AMENDED BY THE IMPOSITION OF A SUBSTITUTE MITIGATION MEASURE, AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE FEET FOR PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,” and

RESOLUTION NO.
2022-110-3360
ADOPTED

Resolution No. 2022-110-3360, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING SITE PLAN AND DESIGN REVIEW (DA) NO. 04-2020 FOR THE CONSTRUCTION OF ONE (1) SPECULATIVE INDUSTRIAL TILT-UP BUILDING TOTALING ±129,830 SQUARE-FEET FOR THE PROPERTY LOCATED AT 4416 AZUSA CANYON ROAD, IRWINDALE, CA 91706 (APN: 8417-004-006) IN THE M-1 (LIGHT MANUFACTURING) ZONE AND MAKING CERTAIN FINDINGS OF FACT,” including the draft condition prepared by Senior Planner Jones, on the motion of Mayor Burrola, seconded by Councilmember Ortiz, and unanimously approved; Councilmember Breceda absent.

COUNCILMEMBER
BRECEDA

At 8:15 p.m., Councilmember Breceda returned to the dais.

ITEM NO. E1
APPROVAL OF
FOURTH AMENDMENT
TO THE EXCLUSIVE
FRANCHISE
AGREEMENT FOR
WASTE HAULING
SERVICES AND FIRST
AMENDMENT TO THE
FRANCHISE AND
FACILITY OPERATIONS
AGREEMENT
BETWEEN THE CITY OF
IRWINDALE AND
ARAKELIAN ENT., INC.,

APPROVAL OF FOURTH AMENDMENT TO THE EXCLUSIVE
FRANCHISE AGREEMENT FOR WASTE HAULING SERVICES
AND FIRST AMENDMENT TO THE FRANCHISE AND FACILITY
OPERATIONS AGREEMENT BETWEEN THE CITY OF
IRWINDALE AND ARAKELIAN ENTERPRISES, INC. DBA ATHENS
SERVICES

DBA ATHENS SVCS

DIRECTOR RODRIGUEZ Director Rodriguez presented the staff report and made a PowerPoint presentation.

Responding to several questions by members of the Council, Director Rodriguez explained that: 1) one bin will be used for yard and food waste, which should be enough for most households, 2) after the first 30 days of implementation, residents who need extra containers may contact Athens to obtain one, 3) flyers with additional information will be mailed to all residents, 4) one Friday, Athens will collect all trash bins, with another truck to deliver one each of black, blue, and green bins, 5) commercial waste will be separated into indoor bins, 6) bins will be raffled off to the business community, 7) kitchen caddies will be provided to residents to place underneath their kitchen sinks, 8) extra 96-gallon bins will cost \$19.12, 9) residents may throw food waste in clear plastic bags in an effort to reduce their bad odors, 10) Athens staff will conduct random waste bin audits to ensure that all are following new regulations appropriately, 11) staff hopes to utilize a combination of Prop A and Measure W funds to cover the costs of bus shelter cleaning, 12) language in the agreement was clarified to allow for street sweeping; the City would only pay for street sweeping in extraordinary cases, 13) the language in the amendment will serve to clarify language in previous versions.

COUNCILMEMBER
BRECEDA

In response to a question by Councilmember Breceda, Gary Clifford representing Athens advised that waste odors might be lessened by the addition of yard waste. He added that, if necessary, residents could also call Athens to obtain a temporary trash barrel.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Fourth Amendment to the Exclusive Franchise Agreement for Waste Hauling Services, approve the First Amendment to the Franchise & Facility Operations Agreement between the City of Irwindale and Arakelian Enterprises, Inc., dba Athens Services, and find the approval of the amendments exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines in that CEQA applies only to projects which have the potential for causing a significant effect on the environment, which these contract amendments to not have such potential, was passed, approved, and adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, and unanimously approved.

ITEM NO. E2
SPECIAL ELECTION
FOR WATER QUALITY
AUTHORITY
ALTERNATE BOARD
MEMBER

SPECIAL ELECTION FOR WATER QUALITY AUTHORITY
ALTERNATE BOARD MEMBER REPRESENTING CITIES WITH
PRESCRIPTIVE PUMPING RIGHTS

REPRESENTING
CITIES WITH
PRESCRIPTIVE
PUMPING RIGHTS

CITY MANAGER
MIRANDA

City Manager Miranda presented the staff report.

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to direct staff to prepare a resolution to cast its votes in support of Hector Delgado's appointment to serve as Alternate Board Member representing cities with prescriptive pumping rights to the Water Quality Authority. The resolution would be considered for adoption at the meeting of December 14, 2022. The motion was unanimously approved.

ITEM NO. E3
CALLE DE PASEO
RED CURB STUDY

CALLE DE PASEO RED CURB STUDY

RECESS

At 9:11 p.m., the City Council took a short recess.

RECONVENE

The City Council reconvened and resumed its meeting at 9:16 p.m.

COUNCILMEMBERS
BRECEDA, GARCIA,
ASSISTANT CITY
MANAGER OLIVARES
AND CITY MANAGER
MIRANDA

Councilmembers Breceda and Garcia, Assistant City Manager Olivares, and City Manager Miranda declared a potential conflict of interest, recused themselves from participating in the discussion, and exited the Council Chambers.

CITY ATTORNEY
GUERRA

City Attorney Guerra discussed conflict of interest requirements and noted that officials that have recused themselves from this item may still make a comment as a member of the community and not in their role as an official.

LUIS PIMENTEL

Assistant Engineer Pimentel introduced Deepak Kaushik of ITERIS, who made a PowerPoint presentation detailing the findings from the firm's red curb study.

COUNCILMEMBER
ORTIZ

In reply to a question by Councilmember Ortiz, Mr. Kaushik advised that their evaluation resulted in zero opportunities to reduce the speed on the street. However, they did find that a couple of additional parking spaces that could be added.

MAYOR BURROLA

Responding to a question by Mayor Burrola, Mr. Kaushik indicated that the study does not necessarily take into account the volume of the street. It primarily gauged the distance needed to have a clear view, regardless of the number of cars on the road. He added that the

pedestrian activity in the area was also accounted for, as was the raised crosswalk in the roadway.

- ASSISTANT ENGINEER PIMENTEL Assistant Engineer Pimentel noted that the study was based on pedestrians since there is a notable volume of pedestrians accessing amenities in the area. The study was conducted to determine how motorists could drive their vehicles and have enough time to react when they spot a pedestrian.
- MARIA ALVAREZ Maria Alvarez stated that the area is very busy with many pedestrians that come to visit the park, and stated that it is dangerous to have pedestrians walk further away to their vehicles since there are not many parking spaces available along the street.
- DIRECTOR RODRIGUEZ Director Rodriguez added that there was a specific section of the street that must not have cars parked there since it is needed for the large truck that services the pool with chlorine.
- MARIA ALVAREZ Maria Alvarez stated that vehicles are routinely found parked in front of red curbs even when the large truck arrives to service the pool.
- MARK BRECEDA Mark Breceda wondered whether the removal of the shrubs in front of 16100 Calle de Paseo would improve visibility for motorists.
- MAYOR BURROLA Mayor Burrola stated that the consultant performed an analysis due to the large amount of activities and amenities at the park.
- MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz suggested tabling this item until the impact of removing the two shrubs mentioned by Mr. Breceda could be determined and reported back to the Council.
- DEEPAK KAUSHIK Mr. Kaushik noted that the shrubs are noted in the graphics of the staff report. He added that, although the plants are in the way, the vehicles parked to the west of 16100 Calle de Paseo all contribute to visibility obstruction.
- MAYOR BURROLA In reply to a question by Mayor Burrola, City Attorney Guerra indicated that a qualified engineer has provided his recommendations based on their studies and that, should the governing body not adhere to it, this fact could be used against the City should it become involved in a lawsuit.
- Mayor Burrola stated that, as an elected official, it is his duty to make decisions that protect the City. In light of the findings made in the consultant's report, he stated his preference to avoid going against the consultant's recommendations, and felt that the matter should not be tabled.

COUNCILMEMBER ORTIZ Councilmember Ortiz concurred with Mayor Pro Tem Ambriz in that the matter should be tabled. Responding to a question by Councilmember Ortiz, Mr. Kaushik spoke on stopping distance and sight distance metrics used in the study. Councilmember Ortiz stated that vehicles parked in driveways would also obscure motorists' visibility, which is a problem that can be observed throughout the city. He reiterated his desire to table the matter until a report is prepared and presented to the Council detailing the impacts to driver visibility caused by the removal of the two shrubs.

ASSISTANT ENGINEER PIMENTEL Assistant Engineer Pimentel noted that staff arranged to have this analysis prepared since concerns were raised over pedestrians near the Park and the Recreation Center.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz asked whether the City would be liable for accidents in the area since the analysis has not yet been formally accepted by the City, to which City Attorney Guerra cautioned that the City has been provided a recommendation, and though it is still under review, going against the recommendation would likely be used against the City in a lawsuit.

Mayor Pro Tem Ambriz stated that the City Council, as the governing body, would make the final determination, and noted that consensus has been reached to table the matter to the next meeting.

MAYOR BURROLA Mayor Burrola suggested tabling the area near the two bushes and approve the rest of the study and paint the curbs accordingly.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz stated that there are other concerns that need to be addressed, such as whether the large amount of recommended red curbs are necessary. He acknowledged that many people visit the park, but wondered where they would park their vehicles.

MAYOR BURROLA Mayor Burrola repeated his opposition to tabling this matter.

MOTION A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to table this matter. The motion was approved with Councilmember Ortiz and Mayor Pro Tem Ambriz in favor, Mayor Burrola opposed, and Councilmembers Breceda and Garcia absent.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:52 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
November 2022

Payroll Batch DATE OF ISSUE 11/3/22	429-11-22 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	51,245.77
	14 Finance Department	25,679.93
	35 Police Department	218,926.78
	40 Recreation Department	26,932.58
	41 Aquatics Department	8,223.57
	42 Senior Citizens' Center	15,812.51
	44 Library	15,682.09
	51 Planning & Community Development	29,077.94
	52 Public Works - Engineering	27,197.61
	57 Public Works - Services	51,789.64
	Gross Payroll	472,299.57
	Required Deductions	(136,536.01)
	Voluntary Deductions	(16,115.52)
	Net Payroll	319,648.04
Payroll Batch DATE OF ISSUE 11/12/22	411-11-22 DEPARTMENT	AMOUNT
	44 Library	13,275.71
	Gross Payroll	13,275.71
	Required Deductions	(5,163.14)
	Voluntary Deductions	-
	Net Payroll	8,112.57
Payroll Batch DATE OF ISSUE 11/17/22	412-11-22, 413-11-22 DEPARTMENT	AMOUNT
	11 City Council	6,054.68
	13 City Administrative Office	52,109.69
	14 Finance Department	25,615.93
	35 Police Department	216,944.22
	40 Recreation Department	25,728.98
	41 Aquatics Department	3,258.40
	42 Senior Citizens' Center	16,579.33
	44 Library	12,660.60
	51 Planning & Community Development	29,540.50
	52 Public Works - Engineering	27,758.17
	57 Public Works - Services	51,780.92
	Gross Payroll	468,031.42
	Required Deductions	(135,641.60)
	Voluntary Deductions	(17,370.91)
	Net Payroll	315,018.91

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 12/7/2022 5:58 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78400	CALIFO56	California State Disbursement Unit	11/03/2022	604.15
78401	CALIFO57	California State Disbursement Unit	11/03/2022	143.07
78402	BANKOF03	Bank of The West	11/03/2022	25,798.01
78403	CAMP04	Frankie John Campa	11/03/2022	450.00
78404	CAMPOS05	Rudy Campos	11/03/2022	33.70
78405	FLORE01	Karla Flores	11/03/2022	780.00
78406	GALVAN02	Claudia Galvan	11/03/2022	480.00
78407	GOMEZS	Suzanne Gomez	11/03/2022	300.00
78408	HOYEN	Noelle Hoye	11/03/2022	910.00
78409	IRWIND21	Irwindale Hand Wash & Auto Detail	11/03/2022	1,268.53
78410	MCKNI01	Alfred Mcknight	11/03/2022	50.00
78411	NATION23	National Union Fire Insurance	11/03/2022	721.76
78412	OPTUM01	OptumRx, Inc.	11/03/2022	33,301.67
78413	ORANGE01	Orange County Sheriff's	11/03/2022	139.00
78414	OSTERH01	Delfina Osterheim	11/03/2022	184.90
78415	PAIK01	Sumako Paik	11/03/2022	240.00
78416	PALACI01	Joanna Palacios	11/03/2022	300.00
78417	SCFUELS	SC Fuels	11/03/2022	16,803.91
78418	SMART&	Smart & Final	11/03/2022	1,186.79
78419	STANDA03	Standard Insurance Company	11/03/2022	2,466.86
78420	VISION01	Vision Service Plan - (CA)	11/03/2022	2,223.44
78421	WAGN02	Jeanette Wagner	11/03/2022	1,700.00
78422	WAGONER	Pamela Wagoner	11/03/2022	200.00
78423	ZEPEDA07	Priscilla Zepeda	11/03/2022	193.86

Report Total (24 checks):

90,479.65

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 12/7/2022 5:58 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78425	AMAZON	Amazon	11/07/2022	3,789.33
78426	HOMED	Home Depot Credit Services	11/08/2022	3,089.26
78427	PETTYC05	City of Irwindale Petty Cash	11/08/2022	464.42
78428	AMBR01	Ann Ambriz	11/10/2022	40.00
78429	BORB01	Cesar Borbon	11/10/2022	75.00
78430	CHART01	Charter Communications	11/10/2022	472.87
78431	COUNTY04	County of Los Angeles	11/10/2022	7,022.00
78432	DIVISI01	Division of the State Architect	11/10/2022	177.79
78433	FRAER01	Laura Fraer Snyder	11/10/2022	1,500.00
78434	FRAIJO	Lucia Fraijo	11/10/2022	75.00
78435	MACIA02	Andrea Macias	11/10/2022	150.00
78436	MAGA01	Juan Magana	11/10/2022	75.00
78437	MARQ01	Rudy Marquez	11/10/2022	75.00
78438	MOLL01	Jose Moller	11/10/2022	75.00
78439	OLIVAR01	Theresa Olivares	11/10/2022	32.88
78440	ONTI01	Natalie Ontiveros	11/10/2022	75.00
78441	POLANC01	Hugo Polanco	11/10/2022	75.00
78442	RUIZ10	Bertha Ruiz	11/10/2022	150.00
78443	SANG03	San Gabriel Valley Police Chiefs' Associati	11/10/2022	400.00
78444	TAPIA04	Janell Tapia	11/10/2022	75.00
78445	TATUM01	Blanca Tatum	11/10/2022	75.00
78446	THOE01	Linda Thoemmes	11/10/2022	75.00
78447	TPX 01	TPX Communications	11/10/2022	2,562.55
78448	VIRG01	Miguel Virgen	11/10/2022	2,100.00
78449	YEN02	Dianna Yen	11/10/2022	75.00
78450	AMBR01	Ann Ambriz	11/15/2022	300.00
78451	CALIFO56	California State Disbursement Unit	11/17/2022	604.15
78452	CALIFO57	California State Disbursement Unit	11/17/2022	143.07
78453	CITY01	City of Hope	11/17/2022	54.00
78454	ICEA	Irwindale City Employee Assoc.	11/17/2022	726.00
78455	IMEA	Irwindale Mgmt Employee Assoc.	11/17/2022	500.00
78456	IRWIND02	Irwindale Police Officers Assoc.	11/17/2022	3,288.10
78457	AGUILARE	Erain Aguilar	11/17/2022	132.20
78458	AMERIC34	American Fidelity Assurance Co	11/17/2022	2,619.06
78459	AMESOL01	Luis Amesola	11/17/2022	227.25
78460	ARIAS01	Michael Arias	11/17/2022	40.95
78461	AT&T02	AT & T	11/17/2022	32.60
78462	AT&T06	AT & T	11/17/2022	64.20
78463	AZUSALW	Azusa Light & Water	11/17/2022	198.04
78464	BALLI01	Shayna Balli	11/17/2022	117.99
78465	BURGUA01	Rene Burguan	11/17/2022	300.00
78466	CALIFO02	California American Water	11/17/2022	1,372.45
78467	CALIFO04	California Joint Powers Insurance Authority	11/17/2022	375.00
78468	COLDDU	Cold Duck Prod. Inc.	11/17/2022	2,000.00
78469	CPOA	CPOA	11/17/2022	1,150.00
78470	EDDCAS	Employment Development Dept.	11/17/2022	4,469.00
78472	FONSEC02	Lydia Fonseca	11/17/2022	300.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78473	GARC13	Maria Garcia	11/17/2022	40.00
78474	GASCOM	Gas Company, The	11/17/2022	1,175.21
78475	SOUTHE17	Golden State Water Company	11/17/2022	3,581.95
78476	GOME11	Briana Gomez	11/17/2022	132.97
78477	MCIWOR	MCI Comm Service	11/17/2022	37.69
78478	RIVERS01	Riverside Co. Sheriff's Dept.	11/17/2022	392.00
78479	BUCK01	Cameron J Saylor	11/17/2022	2,812.76
78480	SMART&	Smart & Final	11/17/2022	971.01
78481	VALLEY09	Valley View Mutual Water Co.	11/17/2022	83.66
78482	verizonw	Verizon Wireless	11/17/2022	3,024.52
78483	ADVANT	Advantage Ford	11/23/2022	712.49
78484	ALESHIRE	Aleshire & Wynder, LLP	11/23/2022	36,092.31
78485	ALLCI01	All City Management Services, Inc	11/23/2022	1,864.20
78486	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	11/23/2022	1,438.00
78487	ALLISO01	Allison Mechanical, Inc	11/23/2022	5,356.03
78488	ARAM01	Aramark Uniform & Career Apparel Group	11/23/2022	1,553.66
78489	B&BTIR	B & B Tires Service	11/23/2022	45.00
78490	BAKER01	Baker & Taylor Books	11/23/2022	873.21
78491	BARNEY	Barney's Locksmith Service	11/23/2022	49.83
78492	BILLST	Bill's Truck Repair, Inc.	11/23/2022	159.00
78493	BLACKA	Black & White Emergency Vehicles	11/23/2022	249.61
78494	BRITEW	BriteWorks, Inc.	11/23/2022	13,539.95
78495	CACE	California Association of	11/23/2022	200.00
78496	CALI12	California Consulting Inc.	11/23/2022	4,500.00
78497	SANGAB11	California Newspapers Partnership	11/23/2022	1,138.42
78498	CARQUEST	Carquest	11/23/2022	91.96
78499	CASC01	CASC Engineering & Consulting	11/23/2022	2,067.50
78500	CCEA01	CCEA	11/23/2022	100.00
78501	CHRISN01	Chris Nelson & Associates, Inc.	11/23/2022	2,830.00
78502	CINTAS	Cintas Corporation #693	11/23/2022	542.64
78503	COMM02	Commercial Recreation Specialist Inc	11/23/2022	4,859.94
78504	COUNTY04	County of Los Angeles	11/23/2022	2,323.99
78505	CPOA	CPOA	11/23/2022	200.00
78506	DEMCOI	Demco, Inc.	11/23/2022	303.92
78507	DICKER01	Dickerson, McCulloch & Associates, LLC	11/23/2022	7,920.00
78508	BALLOO	Carol Diess	11/23/2022	25.00
78509	DUDEK01	Dudek	11/23/2022	1,040.00
78510	BATE01	Elior Inc.	11/23/2022	4,174.50
78511	FCG01	FCG Consultants Inc.	11/23/2022	27,665.26
78512	FEDEX	FedEx	11/23/2022	22.62
78513	FILLG01	Fill Good Landscaping	11/23/2022	400.00
78514	FULLME01	Fullmer Construction	11/23/2022	30,000.00
78515	GARVEY	Garvey Equipment Co	11/23/2022	321.01
78516	GEOLOG	Geologic Associates	11/23/2022	24,649.00
78517	HASA01	Hasa Inc.	11/23/2022	1,773.79
78518	HDL01	Hdl Software, LLC	11/23/2022	66.52
78519	HEWLET01	Hewlett Packard Enterprise Co.	11/23/2022	8,831.64
78520	LAOPINI0	IMPREMEDIA OPERATING COMPANY,	11/23/2022	530.00
78521	INTELL01	Intelli-tech, Inc.	11/23/2022	318.00
78522	IIMC02	International Institute of	11/23/2022	125.00
78523	JCSPLU	JC's Plumbing & Backflow Svc	11/23/2022	261.66
78524	JOEAGO	Joe A. Gonsalves & Son	11/23/2022	2,375.00
78525	KJSERV01	KJ Services Enviromental Consulting LLC	11/23/2022	85.00
78526	LANDSC	Landscape Warehouse III Inc.	11/23/2022	70.85
78527	LAWEO1	Law Enforcement Medical Services, Inc.	11/23/2022	150.00
78528	LEXISN	LexisNexis Risk Solutions	11/23/2022	151.50
78529	LIEBERT	Liebert Cassidy Whitmore	11/23/2022	100.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78530	LSA01	LSA Associates, Inc.	11/23/2022	8,143.75
78531	CALIBE01	Lawrence E. Marino	11/23/2022	2,519.72
78532	MARIPO	Mariposa Landscapes, Inc.	11/23/2022	8,796.00
78533	MOUNT01	MNRO Holdings, LLC	11/23/2022	131.23
78534	MOTOR01	Motorola Solutions, Inc.	11/23/2022	300.00
78535	EXTR01	Frank Nesci	11/23/2022	625.00
78536	OFFICE03	Office Depot	11/23/2022	1,294.10
78537	ORKINP	Orkin Pest Control	11/23/2022	102.00
78538	PHASEII	PARS	11/23/2022	3,500.00
78539	PERF03	Performance Elevator Contractors, Inc.	11/23/2022	360.00
78540	PHOENI01	Phoenix Construction & Management	11/23/2022	30,000.00
78541	PITNEY06	Pitney Bowes, Inc	11/23/2022	1,104.29
78542	PROPRINT	Pro Printing, Inc.	11/23/2022	1,230.75
78543	PROFOR01	ProForce Law Enforcement	11/23/2022	261.79
78544	PUBL01	Public Safety Consulting, Inc.	11/23/2022	37,056.23
78545	PACIFI13	Rene David LTD	11/23/2022	598.55
78546	RICOH01	Ricoh USA, Inc	11/23/2022	1,205.42
78547	RICOH02	Ricoh USA, Inc	11/23/2022	1,673.13
78548	RIOHON01	Rio Hondo College	11/23/2022	50.00
78549	SANGAB16	San Gabriel Basin Water	11/23/2022	2,256.00
78550	SIERRM01	Marcos Sierra	11/23/2022	3,427.68
78551	SIERRA01	Sierra Chevrolet	11/23/2022	98.68
78552	SIERRA02	Sierra Chrysler/Dodge/Jeep/Ram	11/23/2022	59.17
78553	SWANK01	Swank Motion Pictures, Inc.	11/23/2022	570.00
78554	NORTHR	The Northridge Group, Inc.	11/23/2022	9,600.79
78555	THERIG01	The Rig Man	11/23/2022	308.78
78556	UNITED05	United Rentals, Inc.	11/23/2022	636.25
78557	UNITED11	United Site Services of CA Inc	11/23/2022	589.50
78558	WEST04	WC Performance Ford Inc.	11/23/2022	4,341.05
78559	WESTCO05	West Coast Arborists, Inc.	11/23/2022	9,838.50
78560	HDSUP01	WHITE CAP, L.P.	11/23/2022	123.11
78561	WIN02	Win Structural Consulting Group	11/23/2022	5,725.00
78562	YTIRES	Y Tire Sales	11/23/2022	1,193.09
78563	AGUILA07	Berlyn Aguila	11/23/2022	347.58
78564	ALVARA04	Aundrea Alvarado	11/23/2022	163.24
78565	BANKOF03	Bank of The West	11/23/2022	20,905.69
78566	ESPINO10	Iris Espino	11/23/2022	274.47
78567	FRONT01	Frontier Communications	11/23/2022	1,150.73
78568	IRWIND21	Irwindale Hand Wash & Auto Detail	11/23/2022	1,561.41
78569	SCFUELS	SC Fuels	11/23/2022	18,113.86
78570	VALLEY01	Valley County Water District	11/23/2022	12,887.83
78571	VARGAS03	Jose Vargas	11/23/2022	23.89
78572	ZEPEDA07	Priscilla Zepeda	11/23/2022	468.38
78573	PETTYC05	City of Irwindale Petty Cash	11/28/2022	625.59
78574	ROSENO	Rosenow Spevacek Group Inc	11/28/2022	2,260.00
78575	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	12/01/2022	259.00
78576	AMERIFID	American Fidelity Assurance	12/01/2022	7,025.04
78577	AT&T06	AT & T	12/01/2022	1,768.02
78578	BUSTA10	Joanna Bustamante	12/01/2022	75.00
78579	CALIFO03	California JPIA	12/01/2022	750.00
78580	CONCE01	Concentra	12/01/2022	100.00
78581	CORNEJOD	Diego Cornejo	12/01/2022	180.96
78582	PMIDEN	Delta Dental Insurance Company	12/01/2022	944.68
78583	PMIDEN01	Delta Dental of California	12/01/2022	13,657.14
78584	ESPI10	Arthur Espinosa	12/01/2022	75.00
78585	FNTC01	FNTC - CORPORATE UTIC	12/01/2022	1,000.00
78586	HIPO01	Alma Hipolito	12/01/2022	75.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78587	ICMA	ICMA	12/01/2022	1,200.00
78588	LEGAL03	Legal Shield	12/01/2022	37.90
78589	LIEBERT	Liebert Cassidy Whitmore	12/01/2022	637.50
78590	LOPEZ25	Nicholas Lopez	12/01/2022	238.65
78591	NATION23	National Union Fire Insurance	12/01/2022	720.38
78592	OPTUM01	OptumRx, Inc.	12/01/2022	31,082.64
78593	OSORI10	Hilda Osorio	12/01/2022	300.00
78594	PALACI01	Joanna Palacios	12/01/2022	161.12
78595	STANDA01	Standard Insurance Co. RV	12/01/2022	459.95
78596	STANDA03	Standard Insurance Company	12/01/2022	2,452.09
78597	STATEO01	State Of California	12/01/2022	32.00
78598	STROBE03	Gary Strobehn	12/01/2022	275.00
78599	SUPER01	Super Birthday Inc.	12/01/2022	550.00
78600	TEXAS01	Texas Life Insurance Co.	12/01/2022	3,558.59
78601	VISION01	Vision Service Plan - (CA)	12/01/2022	1,588.65
78602	VISION01	Vision Service Plan - (CA)	12/01/2022	4,573.00
78603	CALIFO56	California State Disbursement Unit	12/01/2022	604.15
78604	CALIFO57	California State Disbursement Unit	12/01/2022	143.07

Report Total (179 checks):

517,216.70

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 12/7/2022 5:50 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78606	A1PART	A-1 Party Rentals	12/14/2022	2,081.50
78607	AZBUS01	A-Z Bus Sales	12/14/2022	6,915.31
78608	BAKER01	Baker & Taylor Books	12/14/2022	428.59
78609	BARNEY	Barney's Locksmith Service	12/14/2022	6.89
78610	BLACKA	Black & White Emergency Vehicles	12/14/2022	600.00
78611	CARQUEST	Carquest	12/14/2022	16.23
78612	CASC01	CASC Engineering & Consulting	12/14/2022	1,695.00
78613	CASTI01	John Castillo	12/14/2022	424.00
78614	CDW01	CDW Government	12/14/2022	4,772.16
78615	CINTAS	Cintas Corporation #693	12/14/2022	144.35
78616	CIVIC02	CivicPlus, LLC	12/14/2022	7,929.47
78617	DEPTOF02	County of LA Dept of Animal Care & Cont	12/14/2022	2,485.73
78618	COUNTY04	County of Los Angeles	12/14/2022	29,486.82
78619	LOSANG33	County of Los Angeles	12/14/2022	93,728.62
78620	DEMCOI	Demco, Inc.	12/14/2022	613.26
78621	DUDEK01	Dudek	12/14/2022	1,560.00
78622	DURATE01	DuraTech USA, Inc.	12/14/2022	542.43
78623	FARONI01	Faronics Technologies	12/14/2022	451.50
78624	FCG01	FCG Consultants Inc.	12/14/2022	12,290.88
78625	FOOTH01	Foothill Communications, Inc.	12/14/2022	2,995.00
78626	GARVEY	Garvey Equipment Co	12/14/2022	394.43
78627	GLOBAL02	Global Environmental Training & Consulti	12/14/2022	3,050.00
78628	GOVERN01	Government Finance Officers	12/14/2022	65.00
78629	HARDY02	Hardy & Harper	12/14/2022	32,162.27
78630	INTELL01	Intelli-tech, Inc.	12/14/2022	1,328.51
78631	INTER01	Interwest Consulting Group	12/14/2022	12,882.50
78632	JOEAGO	Joe A. Gonsalves & Son	12/14/2022	2,375.00
78633	JOHNNY02	Johnny's Pool Service	12/14/2022	198.40
78634	LAWEO1	Law Enforcement Medical Services, Inc.	12/14/2022	75.00
78635	LEWIS	Lewis Engraving, Inc.	12/14/2022	90.00
78636	NATION25	National Auto Fleet Group	12/14/2022	31,552.47
78637	OFFICE03	Office Depot	12/14/2022	56.64
78638	ORKINP	Orkin Pest Control	12/14/2022	676.00
78639	PLACE01	PlaceWorks, Inc.	12/14/2022	22,687.52
78640	PROPRINT	Pro Printing, Inc.	12/14/2022	2,043.88
78641	PROFOR01	ProForce Law Enforcement	12/14/2022	116,880.30
78642	RICOH02	Ricoh USA, Inc	12/14/2022	1,673.13
78643	RIOHON01	Rio Hondo College	12/14/2022	1,085.00
78644	ROADLI	Roadline Products Inc. USA	12/14/2022	432.63
78645	SIERRA01	Sierra Chevrolet	12/14/2022	103.02
78646	SOUTH09	Southern Computer Warehouse Inc,	12/14/2022	1,049.81
78647	WILLDAN	Willdan Financial Services	12/14/2022	2,390.00
78648	WORLDB	World Book Inc	12/14/2022	1,321.90
78649	YTIRES	Y Tire Sales	12/14/2022	466.80
78650	Z&K01	Z&K Consultants, Inc.	12/14/2022	17,862.50
78651	ZOHO01	Zoho Corporation	12/14/2022	2,020.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (46 checks):				424,090.95

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006.

City Manager's Recommendation:

That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending June 20, 2022.

Administrative Action:

Submitted & Prepared by:

Kambiz Borhani,
Finance Director / City Treasurer
(626) 430-2221

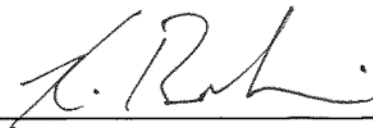


Reviewed by:

Adrian R. Guerra, City Attorney

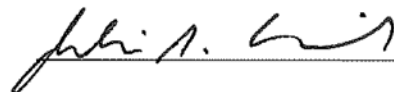
Electronically Approved

Kambiz Borhani,
Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Development Impact Fees are charged to new development, and the fee represents the new development project's fair share of costs for future infrastructure and facility needs that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted Development Impact Fee Ordinance No. 726 (IMC Section 3.50) on July 11, 2018, and the fees became effective sixty (60) days after. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

Pursuant to Government Code Section 66006, a local agency which levies Development Impact Fees shall make available to the public a report providing certain information set forth in Government Code Section 66006(b)(1) and shall review that information at the next regularly scheduled public meeting not less than 15 days after the information has been made available to the public.

Commencing on November 29, 2022, copies of the Development Impact Fee Compliance report, attached as Exhibit A, were made available to the public for review in the City Clerk's Office, as well as posted on the City's website. At this December 14, 2022 City Council meeting, the City Council is asked to review the information that has been made available to the public in accordance with Government Code Section 66006.

The purpose of this report is to provide the community with the information as to the status and use of development impact fees collected and to meet the reporting requirement of Government Code Section 66006 for fiscal year ending June 30, 2022.

Fiscal Impact:

There is no fiscal impact with the acceptance of this report.

Attachment:

Development Impact Fee Compliance Report for fiscal year ending June 30, 2022



City of Irwindale Development Impact Fee Annual Report Fiscal Year 2021-2022

INTRODUCTION

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the Government Code¹. The Development Impact Fees are meant to fund the cost of key capital facilities that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted the Development Impact Fee ("DIF") Ordinance No. 726 on July 11, 2018. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

State law requires any local agency that imposes development impact fees to prepare and make available an annual report providing specific information about those fees within 180 days after the last day of each Fiscal year. The annual compliance reporting requirements are as follows:

1. A brief description of the type of fee in the account or fund, included as Section 1.
2. The amount of the fee, included as Section 2.
3. The beginning and ending balance of the account or fund, included as Section 3.
4. The amount of the fees collected and the interest earned, included as Section 4.
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. Included as Section 5.
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement,

¹ Unless otherwise specified herein, all statutory references are to the Government Code.

as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete. Included as Section 6.

7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan. Included as Section 7.
8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001. Included as Section 8.

RESPONSES TO THE REPORTING REQUIREMENTS

Section 1: A brief description of the type of fee in the account or fund

- a. **Administrative Facilities** – The purpose of the fee is to ensure that the new development funds its fair share of administrative facilities. A fee schedule is presented based on the planned facilities standard of administrative facilities in the City of Irwindale to ensure that new development provides adequate funding to meet its needs.
- b. **Transportation Facilities** – The purpose of this fee is to fund the needed transportation facilities, including roadway segments and intersection improvements, to accommodate new development.
- c. **Library Facilities** – The purpose of this fee is to fund the needed Library facility. The Library facilities in Irwindale serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.
- d. **Storm Drain Facilities** – The purpose of this Storm Drain Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including storm drain facility infrastructure.
- e. **Police Facilities** – The purpose of the police impact fee is to fund the police facilities needed to serve new development. Irwindale currently provides police services from a single police station. A proposed fee is presented based on the system plan standard of police facilities per capita.
- f. **Sewer Facilities** – The purpose of this Sewer Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including sewer facilities infrastructure.
- g. **Parks and Recreation Facilities** – The purpose of the parkland and park facilities impact fee is to fund the park facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of parkland and park facilities per capita.

Section 2. Current Fee Schedule

Land Use	Admin Facilities	Police Facilities	Parks & Rec Facilities	Library Facilities	Trans- portation Facilities	Storm Drain Facilities	Sewer Facilities
<u>Residential - Per Dwelling Unit</u>							
Single Family	\$ 6,390	\$ 8,466	\$ 17,519	\$ 1,148	\$ 3,992	\$ 723	\$ 31
Multifamily	3,019	3,999	8,276	542	2,787	476	15
<u>Nonresidential - Fee per 1,000 Sq Ft</u>							
Commercial	\$ 1,452	\$ 1,924	\$ 3,468	\$ 210	\$ 7,096	\$ 542	\$ 27
Office	1,897	2,512	4,527	275	5,084	166	23
Industrial	705	934	1,684	102	3,370	383	3

Section 3. The beginning and ending balance of the account or fund

The beginning balance is as of July 1, 2021, and the ending balance is as of June 30, 2022.

Impact Fee Type	Beginning Balance July 1, 2021	Ending Balance June 30, 2022
Admin Facilities	\$ 30,161.51	\$ 61,446.69
Police Facilities	\$ 39,948.43	\$ 81,384.29
Parks & Rec Facilities	\$ 72,022.83	\$ 146,726.35
Library Facilities	\$ 4,359.63	\$ 8,882.03
Transportation Facilities	\$ 144,134.64	\$ 289,810.59
Storm Drain Facilities	\$ 16,370.85	\$ 32,521.58
Sewer Facilities	\$ 133.45	\$ 285.81
Total	\$ 307,131.34	\$ 621,057.34

Section 4. The amount of fees collected and the interest earned

Fees were collected and interest was earned during July 1, 2021, and the ending June 30, 2022.

Impact Fee Type	Fees Collected	Interest	Total
Admin Facilities	\$ 31,285.18	\$ 181.39	\$ 31,466.57
Police Facilities	\$ 41,435.86	\$ 240.24	\$ 41,676.10
Parks & Rec Facilities	\$ 74,703.52	\$ 433.12	\$ 75,136.64
Library Facilities	\$ 4,522.40	\$ 26.22	\$ 4,548.62
Transportation Facilities	\$ 145,675.95	\$ 844.61	\$ 146,520.56
Storm Drain Facilities	\$ 16,150.73	\$ 93.64	\$ 16,244.37
Sewer Facilities	\$ 152.36	\$ 0.88	\$ 153.24
Total	\$ 313,926.00	\$ 1,820.11	\$ 315,746.11

Section 5. An identification of each public improvement on which the fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Project No.	Description	Amount Budgeted	Percentage of Project to be Funded	Amount Expended	Percentage of Budget Expended
8238	Facilities Master Plan Study - PD & City	\$ 299,600.00	85.6%	\$ 135,610.09	45%
8804	Construction of New 8" VCP Sewer Main Extension on Arrow Hwy	66,000.00	20%	11,069.45	17%
Total		\$ 365,600.00		\$146,679.54	

Section 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete.

Although Projects 8238 (Study) and 8804 (Design) initial phase have commenced, the date of construction has yet to be determined.

Section 7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

The amount expended for Projects 8238 and 8804 was transferred from Development Impact Fees (Fund 47) to Capital Improvement Program (Fund 48) project expenditure accounts respectively.

Section 8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds from Development Impact Fee Funds due to sufficient funding or unexpended revenues have occurred.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1D

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to approve a Fee Waiver for the procession or parade's public safety services performed by Irwindale Police Department for the "Our Lady of Guadalupe Church Fiesta" on December 11, 2022.

City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-121-3371 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RETROACTIVELY APPROVING THE PUBLIC SAFETY SERVICE FEE WAIVER FOR THE PROCESSION PARADE OF OUR LADY OF GUADALUPE CHURCH FIESTA ON DECEMBER 11, 2022" Waiving further reading.

Administrative Action:

Submitted & Prepared by:

Robert Castro, Interim Police Chief
(626) 430-2234



Reviewed by:

Adrian R. Guerra, City Attorney

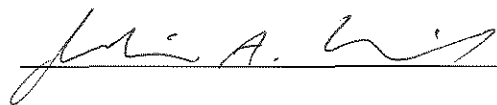
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND AND ANALYSIS

On November 17, 2022, the City Council approved Our Lady of Guadalupe Church's (Applicant) November 10, 2022 application to have the City's Procession or Parade License fee waived for the "Our Lady of Guadalupe Church Fiesta". The fee was waived pursuant to City's Fee Adjustment Policy Section I, subsection H, which states that "Any other fee the

City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community." Other factors considered were that the Church was a non-profit organization and the procession provides a unique public benefit in which supports cultural, civic and community peace, and understanding for the community.

The Applicant has also submitted a written request dated November 17, 2022 to have the public safety services fee waived, which is invoiced separately from the Procession fee. This request was inadvertently not included in the Applicant's November 10, 2022, fee waiver request. However, for this event to be successful, city resources like Police personnel and equipment and road closure barricades are also needed. City of Irwindale's Police Department estimated the total costs for five (5) officers working a four (4) hour shift at \$131 per hour to be \$2,620. This fee would likewise qualify for a fee waiver under the same factors applicable to the Procession and Parade fee, because it is the same event.

Since the annual procession of "Our Lady of Guadalupe Church Fiesta" is scheduled to take place on Sunday December 11, 2022, from 2:00 p.m. – 4:00 p.m. and the next City Council meeting is schedule after that date, the City and the Applicant agreed to have the church submit its payment and the city will then hold on to the check without depositing it until the City Council has had the opportunity to review and render its decision on this Application.

Therefore, staff recommends that the City Council either:

1. Adopt Resolution No. 2022-121-3371 and waive the \$2,620 fee associated with the cost of city provided public safety services/resources for this event.
2. Charge Our Lady of Guadalupe Church all fees associated with the cost of city provided public safety services/resources for this event and direct staff to deposit the check submitted by the Applicant.

FISCAL IMPACT

The approval of this item will result in a total fee waiver of \$2,620.

ATTACHMENTS

A – Resolution 2022-121-3371

B – Waiver Request, dated November 17, 2022

RESOLUTION NO. 2022-121-3371

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
RETROACTIVELY APPROVING THE PUBLIC SAFETY SERVICE FEE
WAIVER FOR THE PROCESSION PARADE OF OUR LADY OF
GUADALUPE CHURCH FIESTA ON DECEMBER 11, 2022**

WHEREAS, Our Lady of Guadalupe Church, the Applicant, submitted a Special Event Permit application to the Community Development Department on October 20, 2022 for City of Irwindale("City") approval of a special event "SEP 14-2022 Our Lady of Guadalupe Fiesta" taking place on Saturday, December 10, 2022 and Sunday, December 11, 2022; and

WHEREAS, the Fiesta is a multicultural community event that traces its roots back to the 16th Century in what is now modern day Mexico City. The procession, while honoring Our Lady of Guadalupe, also honors and incorporates Aztec and European symbolism and incorporates a procession. The Applicant is required under Irwindale Municipal Code (IMC) Section 10.44.080 "Parade Permit Requirements" to have City Council approval of a parade or procession permit and in addition, requires public safety services such as Police personnel and equipment, including road closure barricades; and

WHEREAS, the Applicant, being a non-profit community based organization within the City has deposited a check with the City for the Public Safety Services Fee, however is requesting a fee waiver of the fee in the amount of \$2,620, according to the approved "City of Irwindale Fee Adjustment Policy;"

WHEREAS, the procession for this event will include two pick-up trucks carrying religious images, charros, dancers and approximately 200 participants who will be walking in the nonreligious procession, and all religious ceremonies will take place onsite at Our Lady of Guadalupe Church, which is unrelated to the procession for which the fee waiver is sought; and

WHEREAS, the event qualifies for and the City Council desires to waive the \$2,620 Public Safety Services Fee and return the same to the Applicant, in accordance with the City of Irwindale Fee Adjustment Policy because the Church is a non-profit organization and the procession provides a public benefit by supporting cultural, civic and community peace and understanding.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council hereby finds that waiving the Public Safety Services fee of \$2,620 for this special event "SEP 14-2022 Our Lady of Guadalupe Fiesta" which includes a procession that serves a valid public purpose of providing a public benefit by supporting cultural, civic and community peace and understanding.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Public Safety Services fee of \$2,620. City staff are directed to return the check deposit in the same amount to the Applicant.

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

PASSED, APPROVED AND ADOPTED this 14th day of December 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-121-3371 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of December 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Our Lady Of Guadalupe Catholic Church

Irwindale, California

A Roman Catholic Christian Community of Faith, Worship and Service

November 17, 2022

Chief Rob Castro
Chief of Police
LT Jose Vargas
5050 North Irwindale Ave.
Irwindale, CA 91706

RECEIVED
2:00 pm
NOV 17 2022
CITY OF IRWINDALE
CITY CLERKS DEPT.

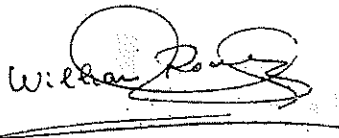
Dear Chief Castro and LT Vargas,

As you know we will be having our Annual Fiesta on December 10th and December 11th of the current year to raise church funds to assist our Parish Community. After reviewing the invoice submitted of our beloved Irwindale Police to provide services, humbly, I am requesting that you consider applying a waiver for that day's coverage.

With such waiver, it will allow us to expand our fundraising monies and minimize our expenses.

I appreciate your time and consideration.

Sincerely yours,



Rev. Hector William Rodriguez
Pastor

RHWR/Ima

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Authorizing Finance Director to amend Fiscal Year 2022-2023 adopted budget by appropriating \$4,349,965.75 from the General Fund reserve to the Capital Improvement Program Project 8230, and issue a letter to California State Library guaranteeing and confirming City of Irwindale's availability of all matching funds.

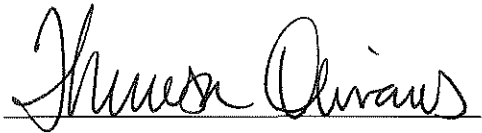
City Manager's Recommendation:

Adopt Resolution No. 2022-123-3373 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FISCAL YEAR 2022-2023 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET, APPROPRIATING \$4,349,965.75 FROM THE GENERAL FUND RESERVE TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, AND AUTHORIZING THE ISSUANCE OF A LETTER TO THE CALIFORNIA STATE LIBRARY GUARANTEEING AND CONFIRMING THE CITY OF IRWINDALE'S AVAILABILITY OF ALL MATCHING FUNDS FOR THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT."

Administrative Action:

Prepared /Submitted by:

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



Reviewed by:

Adrian R. Guerra, City Attorney

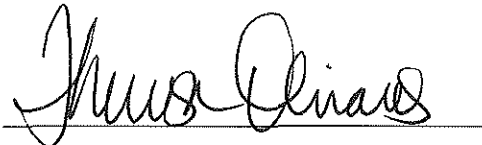
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Theresa Olivares, Assistant City Manager



Background and Analysis:

On November 9, 2022, the City Council authorized the grant application acceptance and execution of \$6,135,594 grant funds from the California State Library (CSL) to support the City of Irwindale Public Library Improvement Project (Project).

The City of Irwindale is required to provide and expend matching funds in the amount of \$6,135,594 during the grant period at the same rate as the grant funds. Since the meeting in November, staff received the CSL award packet and among the documents requested, a letter must be provided from the City's Finance Director guaranteeing and confirming the availability of all matching funds for the Project.

To comply with this request, staff is seeking approval for a budget appropriation in the amount of \$4,349,965.75 into Capital Improvements Program (CIP) Project No. 8230 City of Irwindale Public Library Improvement Project. The table below identifies the current Project budget as previously approved by the City Council:

Required Matching Funds	\$ 6,135,594.00
Less: CIP Project No. 8230 - City of Irwindale Public Library Improvement Project	\$ (2,352,172.25)
Less: AB 179 Target Grant Funding	(500,000.00)
CWA AIA, Inc. contract (includes contingency) Approved 11/17/2022	<u>1,066,544.00</u>
Funds Available	<u>\$ (1,785,628.25)</u>
Additional Appropriations Required for Matching Funds	<u>\$ 4,349,965.75</u>

In addition, City Council's authorization is needed for the City's Finance Director to provide a letter to CSL guaranteeing and confirming the availability of all matching funds in CIP No. 8230 for the Project.

Fiscal Impact:

The adoption of Resolution No. 2022-123-3373, authorizes Finance Director to: 1) Amend Fiscal Year 2022-2023 Adopted Budget by appropriating \$4,349,965.75 from General Fund's Capital Asset Replacement reserve account (01-00-000-29020-0000) to CIP Project No. 8230; and 2) issue a letter to CSL guaranteeing and confirming City of Irwindale's availability of all matching funds for the City of Irwindale Public Library Improvement Project.

Attachment:

Resolution No. 2022-123-3373

RESOLUTION NO. 2022-123-3373

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FISCAL YEAR 2022-2023 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET, APPROPRIATING \$4,349,965.75 FROM THE GENERAL FUND RESERVE TO THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT, AND AUTHORIZING THE ISSUANCE OF A LETTER TO CALIFORNIA STATE LIBRARY GUARANTEEING AND CONFIRMING THE CITY OF IRWINDALE'S AVAILABILITY OF ALL MATCHING FUNDS FOR THE CITY OF IRWINDALE PUBLIC LIBRARY IMPROVEMENT PROJECT

WHEREAS, the Legislature and Governor of the State of California have provided funds for the State of California Budget Act of 2021 (SB 129); and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, on November 9, 2022, the City Council adopted Resolution No. 2022-107-3357, authorizing the City to submit a grant application and accepting \$6,135,594 from the State of California to carry out the City of Irwindale Public Library Improvement Project; and

WHEREAS, the City of Irwindale has the legal authority and is authorized to enter into a funding agreement with the State of California;

WHEREAS, the City of Irwindale Finance Director is required to issue a letter guaranteeing and confirming the availability of all matching funds in the amount of \$6,135,594; and

WHEREAS, A budget amendment of \$4,349,965.75 is needed from the City of Irwindale General Fund Capital Asset Replacement reserve account to the Capital Improvements Program Project No. 8230 City of Irwindale Public Library Improvement Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby amends the Fiscal Year 2022-2023 adopted Capital Improvement Program Budget and appropriates \$4,349,965.75 of the General Fund Capital Asset Replacement reserve account to the Capital Improvements Program Project No. 8230 City of Irwindale Public Library Improvement Project.

SECTION 2. The Finance Director of the City of Irwindale is hereby authorized and directed to issue a letter to California State Library guaranteeing and confirming City of Irwindale's availability of all matching funds.

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approval of the 2023 Local Appointments List

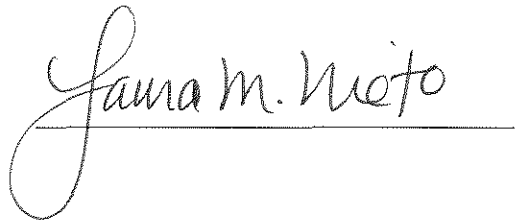
City Manager's Recommendation:

Adopt Resolution No. 2022-115-3365 entitled, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2023 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

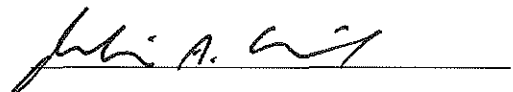
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Government Code Sections 54970-54975 ("the Maddy Act") require municipal agencies to prepare and post a list of appointments of all regular and ongoing boards, commissions, and committees. This list is known as the Local Appointments List.

The Maddy Act was enacted to ensure that members of the public are aware of opportunities to serve on local commissions. The Maddy Act mandates that on or before December 31 of each year, the City Council shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council.

The list must include (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The Chief Deputy City Clerk will be directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the City Hall bulletin board, City's website (www.irwindaleca.gov) and the Irwindale Public Library.

Fiscal Impact:

None.

Attachment:

Proposed Resolution No. 2022-115-3365

RESOLUTION NO. 2022-115-3365

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2023
LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME**

WHEREAS, pursuant to the Maddy Act, California Government Code Section 54970 *et seq.*, requires the City Council to prepare a Local Appointments List, which lists all regular and ongoing boards, commissions and committees which are appointed by the City Council; and

WHEREAS, the Local Appointments List is required to be made available to members of the public; and

WHEREAS, the City Council of the City of Irwindale desires to adopt the City of Irwindale's 2023 Local Appointments List, and make the same available to the public .

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

SECTION 1. The Mayor has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2023 Local Appointments List, which is attached as Exhibit "A". The City Council has reviewed and approves the List as prepared. The Chief Deputy City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at Irwindale City Hall's bulletin board, City of Irwindale website and the Irwindale Public Library located at 5050 Irwindale Avenue, Irwindale, CA 91706.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the 14th day of December 2022.

, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-115-3365 was adopted at an regular meeting of the Irwindale City Council held on the 14th day of December 2022, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Exhibit "A"



LOCAL APPOINTMENTS LIST NOTICE OF COMMISSION VACANCIES

NOTICE IS HEREBY GIVEN that the City of Irwindale encourages residents to apply for positions on City Boards, Commissions, and Committees that will have vacancies in 2023. Commissioners are appointed by the City Council, and are volunteers who serve three year terms (Planning Commissioners serve four year terms) beginning January 1 and must reapply after each term.

The following is a complete list of expiring appointed terms for 2023, names of incumbents and the dates of their appointment.

PARKS & RECREATION COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Teresa Ortiz	December 9, 2020	December 31, 2023

The Parks and Recreation Commission provides policy direction to the City Council in administering the city's parks and recreation programs. The five member body meets on the first Wednesday of each month at 6:00 p.m. in the City Council Chambers.*

PLANNING COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Richard Chico	January 4, 2005; December 12, 2007; January 11, 2012; December 9, 2015; January 8, 2020	December 31, 2023

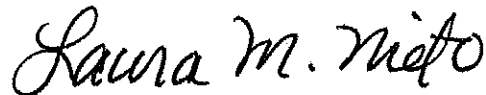
The Planning Commission provides land use policy direction to the City Council. The five member body meets on the third Wednesday of each month at 6:30 p.m. in the City Council Chambers.*

SENIOR CITIZEN COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Maggie Guzman	July 28, 2003; December 20, 2005; December 10, 2008; January 11, 2012; December 10, 2014; December 13, 2017; December 9, 2020	December 31, 2023
Carol Acosta	February 24, 2021	December 31, 2023

The Senior Citizen Commission provides policy direction to the City Council in administering the city's senior citizen programs. The five-member body meets on the fourth Monday of each month at 9:00 a.m. in the City Council Chambers.

No person shall be eligible for appointment to the any City Commission unless he or she is a resident of the City of Irwindale, age fifty years or older (*for the Senior Citizen Commission only*) and a registered, qualified voter of the City at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city.



Laura M. Nieto, MMC
Chief Deputy City Clerk

Date Posted: December 15, 2022

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve Amendment No. 1 to a Professional Consulting Contract 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:

- 1) That the City Council approve the attached contract Amendment No. 1 with LSA Associates, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with a land use entitlement application for property located at 500 Speedway Drive, Irwindale, CA 91706.

Administrative Action:

Prepared & Submitted by:

Marilyn Simpson, AICP, Community Development
Director
(626) 430-2209

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Marilyn Simpson

Electronically Approved

K. Borhani

Julian A. Miranda

BACKGROUND

On October 28, 2020, the City Council approved a professional consulting contract with LSA Associates to prepare an Initial Study and appropriate environmental document for a proposed project at 500 Speedway Drive. It has been determined that an Environmental Impact Report (EIR) would be prepared for the project. 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 for property located at 500 Speedway Drive (Project). The applications include a request for a General Plan Amendment, a Zone Change, and a Tentative Parcel Map. Environmental analysis is required under the California Environmental Quality Act (CEQA) for land use entitlements.

The original contract amount was \$339,922.00 to cover the cost for preparation of an EIR. The full consulting contract amount was paid by Irwindale Outlet Partners, LLC, who was the initial Applicant/Developer for the project. On September 15, 2022, the property was sold to Irwindale Industrial, LLC. The new owner is continuing the application process.

On November 10, 2022, LSA Associates submitted a request for a budget increase of \$54,572.00 for a contract total of \$394,494.00 to complete the preparation of the EIR. This amount is required to allow additional analyses to be included in the Draft and Final EIR, and includes a 5% contingency. These analyses include collection of new traffic counts, rerunning the traffic model, intersection analysis, site plan revisions, additional cumulative projects analysis, and a Caltrans Safety Analysis. Irwindale Industrial, LLC was notified and agrees to pay for the additional cost for the budget augment preparation of an EIR. An amendment to the Project Reimbursement Agreement with the developer is being prepared in addition to this budget augment request.

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 contract between the City and LSA Associates, Inc.

Attachment:

A - Contract Amendment No. 1 for professional services with LSA Associates, Inc.

ATTACHMENT "A"

AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND LSA ASSOCIATES, INC. (LSA)

THIS AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 1") is made and entered into this 14th day of December 2022, 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".

WHEREAS, pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Amendment No. 1; and

WHEREAS, on or about October 28, 2020, the City and Consultant entered into that certain Contract Services Agreement ("Agreement"), not to exceed THREE HUNDRED AND THIRTY NINE THOUSAND AND NINE HUNDRED AND TWENTY TWO DOLLARS (\$339,922.00), for the preparation of an environmental document;

WHEREAS, the City and the Consultant wish to amend the Agreement to increase the Contract Sum by FIFTY FOUR THOUSAND AND FIVE HUNDRED SEVENTY TWO DOLLARS (\$54,572.00) for the completion of the environmental document for the Irwindale Speedway Commerce Center Specific Plan project; bringing the final contract total to \$394,494.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Scope of Services attached as Exhibit "A-1" to the Agreement shall be amended to add the additional services described in Exhibit "A-1" attached hereto.
2. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional \$54,572.00 to the Contract Sum for the preparation and completion of the environmental document to read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" identified as Exhibit "B-1" for \$54,572.00 and incorporated herein by this reference, but not exceeding THREE HUNDRED AND NINETY FOUR THOUSAND AND FOUR HUNDRED AND NINETY FOUR DOLLARS (\$394,494.00) in accordance with the requirements under this Agreement."

3. The Schedule of Compensation attached as Exhibit "B-1" to the Agreement shall be amended to include the additional schedule of compensation included as Exhibit B-1 attached hereto.

4. Section 3.4 of the Agreement entitled "Term" shall be amended in its entirety to read as follows:

"3.4 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 exceed June 1, 2023."

5. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

6. Corporate Authority. The persons executing this Amendment No. 1 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. 1 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. 1, and (iv) entering into this Amendment No. 1 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 Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Larry G. Burrola, 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 "A-1"

AMENDMENT NO. 1 SCOPE OF SERVICES

1. Collect new traffic counts at study intersections and roadway segments. The initial proposal for the project was prepared during the COVID-19 pandemic. Due to statewide closures and restrictions due to the on-going pandemic at the time, traffic volumes were lower than pre-pandemic conditions. As such, collecting historical counts was the preferred option to prepare the TIA. Subsequently, the scoping agreement was submitted in March 2022 and the study area was finalized by City staff. At this time, traffic volumes were close to pre-pandemic conditions and based on discussions with City staff, it was determined that new traffic counts would be collected at all study intersections and compared with historical counts. Additionally, roadway segments counts were required to prepare the traffic index analysis. Cost of collecting new traffic counts have been included as part of this Amendment No. 1.

2. Site plan revisions. Since the initiation of the project, the project description and site plan underwent through several refinements and modifications. These were due to updates to the Specific Plan as well as comments provided by City staff on the site plan. Changes to the site plan included land use changes and revisions to proposed project driveways. The initial site plan included industrial/warehousing land uses with a business park. The site plan was then modified to include commercial land uses (i.e., gasoline station) along with the industrial/warehousing land uses. The changes to the site plan required one round of revision to the traffic scoping that was resubmitted in May 2022. This Amendment No. 1 includes the cost of revising the traffic scoping letter due to changes made to the site plan.

3. Inclusion of cumulative projects from surrounding jurisdictions. The original scope of work anticipated inclusion of less than ten cumulative projects within the City. City staff requested to include cumulative projects from the adjacent jurisdictions of Arcadia, Azusa, Baldwin Park, Duarte, El Monte, and Monrovia. After reviewing the cumulative project lists from the respective neighboring jurisdictions, approximately 55 cumulative projects were included in the TIA. Therefore, the cost of including these additional cumulative projects in the analysis has been included as part of this Amendment No. 1.

4. Include the Caltrans Safety Analysis. Caltrans provided comments on the initial submittal of the scoping agreement memorandum. Caltrans requested inclusion of driveway intersection safety analysis (due to proximity of the project next to the interchange), a Traffic Accident Surveillance and Analysis System (TASAS) analysis, and a ramp termini queuing and speed differential analysis. This is as per Caltrans' latest requirements as stated in their Vehicle Miles Traveled-Focused Transportation Impact Study Guide (dated May 2020) and Interim Local Development and Intergovernmental Review Safety Review Practitioners Guidance (dated December 2020). This Amendment No. 1 includes cost of preparing the Caltrans Safety Analysis.

5. Re-running the traffic model (Southern California Association of Government [SCAG] Travel Demand Model). Due to changes made to the site plan the SCAG TDM was required to be re-run to prepare the project's VMT analysis as well as develop select zone model runs that

was used to develop project trip distribution. The cost of re-running the SCAG model has been included as part of this Amendment No. 1.

6. Revision of the traffic operational improvements and intersection analysis using the Highway Capacity Manual Methodology. Upon review of the initial draft of the TIA and discussions with City staff, it was identified that no additional improvements were feasible at 11 intersections using ICU methodologies due to right-of-way constraints. City staff requested analysis of these study area intersections using the methodology outlined in the Highway Capacity Manual (HCM). That is because HCM methodologies allows consideration of additional improvements (signal timing, phasing, coordination etc.) that could not be evaluated using ICU methodologies. This task was not included in the original scope of work and analysis methodology as outlined in the City's TIA guidelines. As such, this Amendment No. 1 will include this additional analysis for the TIA.

7. Bi-weekly Coordination Meetings. LSA planning and transportation staff will attend bi-weekly coordination meetings with City and project staff. This was not included in the original scope of work and this budget augment includes attendance at these bi-weekly meetings. This includes meetings already attended by LSA transportation staff and future meetings to be attended. Bi-weekly meetings are continually scheduled until completion of the project.

EXHIBIT "B-1"

SCHEDULE OF COMPENSATION

COI2001							Total LSA Hours	Total LSA Fees	
City of Irwindale		Project Manager (Durgan)	Principal (Mukherjee)	Senior Transportation Engineer (Palakurthy)	Senior Technical Specialist (Tan)	Word Processor/Admin (Name)			
Speedway Commerce Center SP EIR									
LSA									
11/2/2022									
Escalation	5%								
% in Year									
70%	Year 1	\$180	\$210	\$175	\$125	\$120			
30%	Year 2	\$189	\$221	\$184	\$131	\$126			
100%	Weighted Average	\$183	\$213	\$178	\$127	\$122			
Phase 01	[Enter Phase Name]								
1.1	Traffic Counts (see below)						0.00	\$0.00	
1.2	Site Plan Revisions		2.00		40.00		42.00	\$5,501.30	
1.3	Cumulative Projects		2.00		32.00		34.00	\$4,486.30	
1.4	Caltrans Safety Analysis		6.00		60.00		66.00	\$8,891.40	
1.5	Traffic Model Update		8.00	28.00			36.00	\$6,678.70	
1.6	Traffic Operational Improvements		12.00		80.00	8.00	100.00	\$13,682.20	
1.7	Bi-weekly Coordination Meetings	28.00	20.00		20.00		68.00	\$11,916.10	
Phase 01 [Enter Phase Name] Subtotal		28.00	50.00	28.00	232.00	8.00	346.00	\$51,156.00	
Subtotal Labor		28.00	50.00	28.00	232.00	8.00	346.00	\$51,156.00	
Sub Consultants (each Sub Consultant will be a separate Phase)									
(1)	Traffic Counts							\$3,415.50	
Subtotal Sub Consultants								\$3,415.50	
Total								\$54,571.50	

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

CC Item 1H

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve the Amended and Restated Project Reimbursement Agreement between the City and Irwindale Industrial, LLC ("Applicant") for city and consultant costs associated with a proposed industrial/commercial business park to be located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

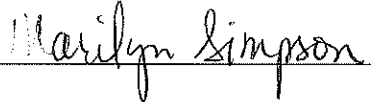
City Manager's Recommendation:

That the City Council approve the attached Amended and Restated Project Reimbursement Agreement with Irwindale Industrial, LLC for the reimbursement of city and consultant costs associated with the proposed industrial/commercial business park to be located at 500 Speedway Drive [APNs]: 8532-004-022, 8532-004-026, and 8532-004-025.

Administrative Action:

Prepared & Submitted by:

Marilyn Simpson, AICP, Community Development
Director
(626) 430-2209



Reviewed by:

Adrian R. Guerra, City Attorney

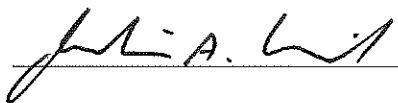
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

On January 27, 2020, Irwindale Outlet Partners, LLC, the original project applicant, submitted applications to prepare a Specific Plan to develop an industrial/commercial business park with eleven (11) light industrial and flex commercial buildings ("Irwindale Commerce Center Specific Plan Project") or ("Project") for the property located at 500 Speedway Drive ("Property"). As part of the original application, on October 28, 2020, the City and Irwindale Outlet Partners, LLC entered into a Project Reimbursement Agreement to provide for the reimbursement of the City by Irwindale Outlet Partners, LLC, for certain expenses to be incurred by City in undertaking review of the Project.

On September 15, 2022, the property was sold to Irwindale Industrial, LLC and all pending entitlement applications for the Property, including, without limitation: (a) the Speedway Commerce Center Specific Plan; (b) zone change application to rezone the Property from the existing "Heavy Commercial (C2)" zoning designation to a "Specific Plan" designation; (c) a general plan amendment in order to change the existing land use designation from "Commercial/Recreation" to "Speedway Commerce Center Specific Plan"; (d) a tentative parcel map in order to amend and reorganize the parcels as set forth in the Speedway Commerce Center Specific Plan; and (e) a zoning ordinance amendment in order to ensure consistency between the zoning ordinance and the Speedway Commerce Center Specific Plan (collectively, and with all other pending entitlement, approval, submittals, and permit applications for the Property, the "Applications") were assigned. Irwindale Industrial, LLC is the new owner/applicant/developer. The new owner is continuing the application process for the Irwindale Commerce Center Specific Plan project.

As part of processing the Project Applications Staff retained LSA Associates, Inc. to perform the environmental services for the Project. Amendment No. 1 to the contract with LSA Associates, Inc. for additional services is being considered separately by the City Council.

The LSA contract and its amendment will be funded through the subject Amended and Restated Project Reimbursement Agreement which is attached for consideration. The Amended and Restated agreement reflects the Property Ownership change and increased deposit amounts, due to additional consultant services needed. Further, the subject Amended and Restated Project Reimbursement Agreement will reimburse the City for any other fees incurred from other consultants and attorneys as the City may require to process and negotiate permits, entitlements and proposed conditions of approval of the proposed project.

FISCAL IMPACT

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$54,572.00 to cover 100% of the additional cost for this consultant work.

ATTACHMENT

A - Amended and Restated Project Reimbursement Agreement

ATTACHMENT "A"

AMENDED AND RESTATED PROJECT REIMBURSEMENT AGREEMENT

THIS AMENDED AND RESTATED PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of December 14, 2022, by and between the City of Irwindale, a California municipal corporation ("City"), and Irwindale Industrial, LLC, a Delaware limited liability company ("Developer").

RECITALS

A. On January 27, 2020, Irwindale Outlet Partners, LLC, the original project applicant, submitted applications to prepare a Specific Plan to develop an industrial/commercial business park with eleven (11) light industrial and flex commercial buildings ("Irwindale Commerce Center Specific Plan Project" or "Project") for the property located at 500 Speedway Drive ("Property"). As part of the original application, on October 28, 2020, the City and Irwindale Outlet Partners, LLC entered into a Project Reimbursement Agreement to provide for the reimbursement of the City by Irwindale Outlet Partners, LLC, for certain expenses to be incurred by City in undertaking review of the Project.

B. On September 15, 2022, the Property was sold to Irwindale Industrial, LLC ("Developer") and all pending entitlement applications for the Property, including, without limitation: (a) the Speedway Commerce Center Specific Plan; (b) zone change application to rezone the Property from the existing "Heavy Commercial (C2)" zoning designation to a "Specific Plan" designation; (c) a general plan amendment in order to change the existing land use designation from "Commercial/Recreation" to "Speedway Commerce Center Specific Plan"; (d) a tentative parcel map in order to amend and reorganize the parcels as set forth in the Speedway Commerce Center Specific Plan; and (e) a zoning ordinance amendment in order to ensure consistency between the zoning ordinance and the Speedway Commerce Center Specific Plan (collectively, and with all other pending entitlement, approval, submittals, and permit applications for the Property, the "Applications") were assigned to Developer. The Developer is continuing the application process for the Irwindale Commerce Center Specific Plan Project and all Entitlement Applications.

C. The parties therefore desire to enter into this Amended and Restated Project Reimbursement Agreement for the Irwindale Commerce Center Specific Plan Project.

D. Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental

impacts. Environmental analysis is required under the California Environmental Quality Act (CEQA) for land use entitlements. An Initial Study will be prepared, as part of the preparation of an Environmental Impact Report (EIR) for the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

E. City and Developer agreed to enter into this Agreement to provide for the reimbursement of City by Developer for certain expenses to be incurred by City in undertaking the review of the Project pursuant to CEQA and preparation of the appropriate agreements to undertake the Project.

F. City and Developer desire to enter into this Agreement for the purpose of establishing the rights and responsibilities of each party with respect to the processing of Developer's application for the Project, the preparation of the EIR for the Project and the reimbursement of the costs associated therewith.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Application Processing.

City shall diligently process Developer's application for the Project in compliance with applicable laws, and shall cause to be prepared an EIR for the Project in compliance with the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 *et seq.*) and regulations promulgated pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of Developer's application.

2. Payment.

A. Developer agrees to reimburse City in full for all costs and expenses incurred by City (a) pursuant to the agreement for contract services (the "Consultant Agreement") between City and LSA, Inc. ("CEQA Consultant"), the consultant selected by City to prepare the environmental documents necessary for the Project; (b) pursuant to any contract (collectively, the "Contracts") between City and other consultants and attorneys (collectively, the "Additional Consultants") as City may require to process and negotiate permits, entitlements and proposed conditions of approval of the Project, (collectively, the "Expenses").

B. Pursuant to the original Project Reimbursement Agreement, Irwindale Outlet Partners, LLC paid to City a lump sum deposit in the amount of THREE HUNDRED

AND FIFTY NINE THOUSAND AND NINE HUNDRED AND TWENTY TWO DOLLARS ("Initial Deposit"), which was transferred to Developer's name along with the sale of the Property. The City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses incurred on the Project is the amount of THREE HUNDRED AND NINETY FOUR THOUSAND AND FOUR HUNDRED AND NINETY FOUR DOLLARS (\$394,494.00). Developer shall pay to the City a lump sum deposit of the outstanding balance of FIFTY FOUR THOUSAND, FIVE HUNDRED AND SEVENTY-TWO DOLLARS (\$54,572.00) ("Second Deposit") within five (5) days of the City's approval of this Agreement.

C. If City subsequently determines that the Deposits described in Section 2(B) of this Agreement are insufficient, which determination shall be based on the actual Expenses incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"). If Developer does not pay the Initial Deposit per Section 2.B above or any Supplemental Deposit when required under this Section 2.C. to City, work on the EIR shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

D. City shall provide Developer with a monthly accounting of City's use of the Deposits to pay Expenses within a reasonable time after the end of each calendar month during the term of this Agreement.

E. City shall promptly refund to Developer any amount of Developer's Deposits that remain unexpended at the end of the Project as well as provide Developer with a final monthly accounting of City's use of the Deposits. For purposes of this paragraph, "the end of the Project" means the time at which: (i) City's contractual liabilities to the CEQA Consultant under the Consultant Agreement and the Additional Consultants under the Contracts have been satisfied; and (ii) the earliest to occur of (a) City has rendered a final decision on the Project or (b) Developer has abandoned the Project pursuant to Section 3 below. As of the date of any termination of this Agreement, such termination shall also terminate any further funding or other obligations hereunder; except that Developer shall remain obligated to reimburse City for City's Expenses incurred prior to the date of termination of this Agreement.

F. Notwithstanding any provision herein to the contrary, the parties agree that the City's obligations to make payments to the CEQA Consultant pursuant to the Consultant Agreement and to the Additional Consultants pursuant to any Contracts shall be independent of and governed solely by the provisions of the Consultant Agreement and Contracts, as applicable. City shall make any payments to the CEQA Consultant when provided by the Consultant Agreement and to the Additional Consultants pursuant to the Contracts irrespective of any dispute arising hereunder.

3. Abandonment of Project. This Agreement does not constitute a commitment by Developer to proceed with the Project and Developer may choose

to not proceed with the Project at any time for any or no reason whatsoever. If Developer should abandon the Project prior to a final decision on its application by City, then Developer may give written notice of such abandonment to City and City shall immediately suspend preparation of the EIR and all other aspects of the environmental review for the Project.

4. Conflicts of Interest.

A. During the existence of City's contract with the CEQA Consultant, and for a period of one (1) year after final resolution of Developer's application for the Project, neither Developer, nor any of its representatives, agents or other persons acting in concert with Developer, shall enter into any financial relationship with the CEQA Consultant or with any City official or employee. Nor, during such period, shall Developer propose to enter into any future relationship with the CEQA Consultant or with any City official or employee.

B. Developer makes the following warranties for the 12 month period preceding the submission of its application for the Project. Developer warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the CEQA Consultant or any of the CEQA Consultant's agents or employees. Developer further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*).

C. The parties acknowledge and agree that processing of Developer's application for the Project is not contingent on the hiring of any specific contractor.

D. The parties acknowledge and agree that Developer's duty to reimburse City is not contingent upon City's approval or disapproval of the Project or upon the result of any action of the City but that it is contingent on City's compliance with the terms and conditions of this Agreement.

E. Neither Developer nor its officers, employees or agents shall communicate with the CEQA Consultant or any Additional Consultant during the term of this Agreement, unless specifically authorized or requested to do so in writing by City.

5. Approval of Consultant Contract and Contracts. City shall promptly provide copies of (a) the proposed Consultant Contract; (b) any and all proposed Contracts; and (c) proposed amendments and supplements to the Consultant Contract and Contracts that would have the effect of revising the schedule or scope of work for such CEQA Consultant or Additional Consultant, prior to the execution thereof by City. Developer shall have a reasonable time thereafter within which to review and provide comments to and consult with City on

such proposed Consultant Contract and Contracts and amendments and supplements thereto, but shall have no right to prevent their execution; *provided, however,* that Developer shall not be obligated to pay Expenses based upon a change in scope or schedule of any of them unless Developer has reviewed and approved such Consultant Contract or Contract or change thereto. Notwithstanding anything in this Agreement to the contrary, City may not revise, supplement or amend the scope of work proposed to be undertaken by the EIR Consultant pursuant to the Consultant Contract without obtaining Developer's prior consent. Upon the execution of (i) the Consultant Contract and any amendments thereto by EIR Consultant and City; and (ii) any Contracts and any amendments thereto by Additional Consultants and City; Developer's obligations with respect to such executed Consultant Contract and Contracts (each as amended) will be governed by the terms and conditions of this Agreement.

6. Notices. Any notices, bills, invoices or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

City:

City of Irwindale
Attention: Chief Deputy City Clerk
5050 N. Irwindale Ave.
Irwindale, CA 91706

Developer:

Irwindale Industrial, LLC
Attention: David Mgrublian, Managing Director
515 S. Figueroa Street, 16th Floor
Los Angeles, CA 90071

7. Litigation. In the event that either party shall commence any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the drafting party. This Agreement shall be governed by and interpreted under the laws of the State of California.

8. Hold Harmless. Developer shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees (collectively, the "Indemnified Parties"), from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising out of a default by Developer of its obligations under this Agreement and the preparation by the City of the EIR for the Project; provided, however, that the foregoing covenant to defend, indemnify and hold harmless the Indemnified Parties from and against any Claims shall not apply to any Claims (a) arising from the sole negligence, or fraud or intentional misconduct, of any Indemnified Party; or (b) covered by insurance.

9. Entire Agreement. This Agreement represents the entire and integrated agreement between City and Developer as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties, which writing expressly refers to this Agreement.

10. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

11. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing parties, but all counterparts together will constitute one and the same instrument.

12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

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

CITY OF IRWINDALE, a municipal
corporation

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

“DEVELOPER”:

Irwindale Industrial, LLC, a Delaware
limited liability company
515 S. Figueroa Street, 16th Floor
Los Angeles, CA 90071

By: _____

Name: David Mgrublian

Title: Managing Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1I

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to appropriate additional funds, waive formal bidding and approve the purchase of a new replacement vehicle for the Community Development Department.

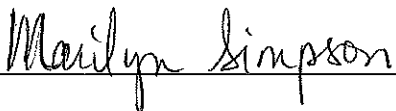
City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-122-3372 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPROPRIATION OF ADDITIONAL FUNDING FOR AND THE PURCHASE AND OUTFITTING OF ONE REPLACEMENT VEHICLE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(F)."

Administrative Action:

Submitted by:

Marilyn Simpson, AICP
Community Development Director
(626) 430-2209



Prepared by:

Jeff Tyler, Senior Code Enforcement Officer
(626) 430-2270



Reviewed by:

Adrian R. Guerra, City Attorney

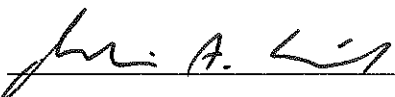
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND AND ANALYSIS

The Community Development Department is seeking approval of a resolution for appropriating additional funding for the purchase and outfitting of one (1) new 2023 Dodge Ram 1500 Classic Pickup to replace the originally approved purchase and outfitting of one (1) new 2022 Dodge Ram 1500 Classic Pickup. The purchase and outfitting of the new 2022 Dodge Ram 1500 Classic Pickup was approved on March 9, 2022, by the City Council in the Joint Resolution No. 2022-15-3265/HA 2022-03-113 and the pricing for the truck was \$41,457.00. The manufacturer cancelled production of the approved 2022 Dodge Ram 1500 Classic Pickup on September 28, 2022 due to parts shortages.

The approved purchase and outfitting amount for the 2022 Dodge Ram 1500 Classic Pickup was \$41,457.00 and in order to purchase a replacement vehicle the appropriation of additional funding is necessary. The cost for the purchase and outfitting of one (1) new 2023 Dodge Ram 1500 Classic Pickup is \$49,790.00. The Community Development Department is seeking City Council approval of the appropriation of an additional \$7,142.00 to purchase the replacement vehicle.

The costs associated with outfitting the vehicle for City use includes safety lighting as needed by the department.

As originally approved, the vehicle proposed to be purchased for the Community Development Department will be funded by the General Fund and the Mining Impact Fund as it will be used by City staff to do required code enforcement inspections, planning inspections, oversee mining operations, including mining site visits, performing required SMARA inspections, performing routine inspections in the mining impacted areas, and attending meetings at various State and County agencies.

Irwindale Municipal Code section 3.44.080(f), outlines that bidding may be dispensed with when a purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the State of California or by the federal government within the previous three hundred sixty-five days (one year).

The vehicle proposed to be purchased falls within this municipal code section. National Auto Fleet Group was awarded contract #091521-NAF from Sourcewell (formerly known as NJPA), based off a formal bid procedure. The vehicle proposed to be purchased is eligible under this contract. Wondries Fleet Group - a member of the National Auto Fleet Group, is offering Irwindale this model at the national government multi-year contract price. This bidding procedure and cost break is available for the City of Irwindale to utilize per IMC 3.44.080(f).

FISCAL IMPACT

On March 9, 2022, the City Council approved \$74,200 (\$37,100 General Fund + \$37,100 Mining Fund) for the purchase of two vehicles for the Community Development Department as part of the Fiscal Year 2020-2021 Mid-Year process.

On October 30, 2022, the first vehicle was delivered to the City for a total cost of \$31,552.47. This purchase reduced the remaining budget balance to \$42,647.53. To acquire the second vehicle costing \$49,789.19, an additional appropriation of \$7,142 is needed.

The adoption of Resolution No. 2022-122-3372, authorizes: 1) The budget and purchase orders to be carried forward to Fiscal Year (FY) 2022-2023, 2) Amend FY 2022-2023 Adopted Budget by appropriating an additional \$7,142 (\$3,571 from General Fund's Capital Asset Replacement reserve account (01-00-000-29020-0000) + \$3,571 from Mining Impact Fund reserve account (13-00-000-29030-0000) into respective Vehicle accounts (01-51-512-44400-0000 and 13-51-530-44400-0000) separately.

ATTACHMENTS

A – Resolution 2022-122-3372

B – Joint Resolution No. 2022-15-3265/HA 2022-03-113

C – 2022 Dodge Ram 1500 Order Cancellation

D – National Auto Fleet Group 2023 Truck Quote

RESOLUTION NO. 2022-122-3372

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE APPROPRIATION OF ADDITIONAL FUNDING FOR AND THE
PURCHASE AND OUTFITTING OF ONE REPLACEMENT VEHICLE FOR THE
COMMUNITY DEVELOPMENT DEPARTMENT AND WAIVING FORMAL BIDDING
PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(F).**

WHEREAS, the Community Development Department, received approval by the City Council in the Joint Resolution No. 2022-15-3265/HA 2022-03-113 on March 9, 2002 for the purchase and outfitting of one (1) new 2022 Dodge Ram 1500 Classic Pickup. The manufacturer cancelled production of the approved 2022 Dodge Ram 1500 Classic Pickup on September 28, 2022 due to parts shortages; and

WHEREAS, staff is requesting replacing the one (1) previously approved vehicle with a similar model, one (1) new 2023 Dodge Ram 1500 Classic Pickup; and

WHEREAS, the approved purchase and outfitting amount for the 2022 Dodge Ram 1500 Classic Pickup was \$41,457.00 and in order to purchase a replacement vehicle an appropriation of additional funding is necessary. The cost for the purchase and outfitting of one (1) new 2023 Dodge Ram 1500 Classic Pickup is \$49,790.00. The Community Development Department is seeking City Council approval of additional funding of \$7,142.00 for the purchase of the replacement vehicle; and

WHEREAS, the Community Development Department is seeking City Council approval to purchase and outfit the replacement vehicle, one (1) new 2023 Dodge Ram 1500 Classic Pickup for \$49,790.00; and

WHEREAS, originally approved, the vehicle proposed to be purchased for the Community Development Department will be funded by the General Fund and the Mining Impact Fund; and

WHEREAS, Irwindale Municipal Code Section 3.44.080 (f) states that the City Council may dispense with bidding when, "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained; and

WHEREAS, staff proposes to purchase the vehicles by a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3); and

WHEREAS, education and government entities, as well as nonpublic schools and nonprofit organizations, may participate with Sourcewell as a participating agency for cooperative purchases; and

WHEREAS, the selection of National Auto Fleet Group was made based on its award of contract 091521-NAF from Sourcewell on August 3, 2020 and quotes obtained by staff; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080(f), authorize the issuance of a purchase order to, and execution of a purchase agreement with, National Auto Fleet Group for the purchase of one (1) Community Development Department vehicle.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council of the City of Irwindale hereby finds that a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), is authorized pursuant to Irwindale Municipal Code Section 3.44.080 (f) because the purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase of one (1) 2023 Ram 1500 Classic Crew Cab Pick Up 4X2 W/6.5-foot bed pursuant to Irwindale Municipal Code Section 3.44.080 (f), and authorizes the issuance of a purchase order for the same.

SECTION 4. The City Council hereby authorizes the vehicles' budget and purchase orders be carried forward to Fiscal Year 2022-2023, and appropriates \$7,142.00 from the General Fund Capital Asset Replacement (50%) and the Mining Impact Fund (50%) reserve accounts to fund the purchase of one (1) 2023 Ram 1500 Classic Crew Cab Pick Up 4X2 W/6.5-foot bed vehicle.

SECTION 5. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with National Auto Fleet Group, in the amount of \$49,790.00, for the purchase of the one (1) 2023 Ram 1500 Classic Crew Cab Pick Up 4X2 W/6.5-foot bed vehicle. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent of this Resolution.

SECTION 6. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 14th day of December 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-122-3372 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of December 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**RESOLUTION NO. 2022-15-3265
RESOLUTION NO. HA 2022-03-113**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AND THE IRWINDALE HOUSING AUTHORITY BOARD APPROVING
ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2021-2022**

WHEREAS, the City Council of the City of Irwindale adopted its FY 2021-2022 Budget on June 23, 2021 pursuant to Ordinance No. 757; and

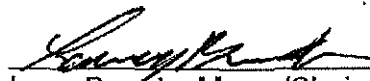
WHEREAS, the Irwindale Housing Authority Board adopted its FY 2021-2022 Budget on June 9, 2021 pursuant to Resolution No. HA 2021-03-102; and

WHEREAS, the City Council and the Housing Authority Board have completed the review of the revenues and expenditures at the midterm of the fiscal year and desire to approve the recommended budget adjustments as itemized on Exhibit A attached hereto ("Proposed Budget Adjustments").

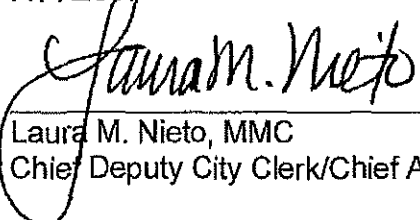
NOW, THEREFORE, the City Council of the City of Irwindale and the Irwindale Housing Authority, resolve, determine and order as follows:

1. That the Proposed Budget Adjustments, attached hereto as Exhibit "A" for the City of Irwindale and the Irwindale Housing Authority, are appropriate and hereby approved.
2. This resolution shall be effective upon adoption.
3. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 9th day of March 2022.


Larry Burrola, Mayor/Chair

ATTEST:


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

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

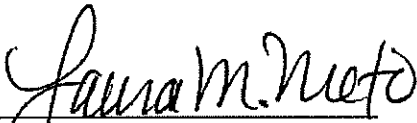
I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale/Chief Authority Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Joint Resolution No. 2022-15-3265 / HA 2022-03-113 was duly and regularly passed and adopted by the City Council of the City of Irwindale and Irwindale Housing Authority Board at the regular meeting held on the 9th day of March 2022, by the following vote:

AYES: Councilmembers: Ambriz, Breceda, Garcia, Ortiz, Mayor / Chair Burrola

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



Laura Nieto, MMC
Chief Deputy City Clerk
Chief Authority Assistant Secretary

GENERAL FUND		General Fund	Mining Impact Fund	Housing	AB 680	
REVENUE						
Sales Tax (Including Measure 1)		1,550,000				Increase due to COVID Economic Recovery
Property Taxes		2,049,860				10% Sale of the MRP & H/L projections
Local Taxes		620,000				Increase due to COVID Economic Recovery
		4,170,160				
REVENUE / ONE-TIME ITEMS:						
Licenses & Permits		(5,708,700)				Projections not coming in as anticipated
Plan Check Fees		(1,619,000)				Projects not approved/affected due to COVID / Developers decisions
COVID Funding-State & Federal		(120,170)				ARPA funding is \$340K Other COVID funds are delayed
Miscellaneous Revenue			750,000			Athlete Payment for 1-605 HB off ramp improvement
		(7,658,970)	750,000			
Total Revenue		(3,483,720)	750,000			
EXPENDITURES						
Administration	Leave Cashouts	73,500	73,500	-	-	Retirement leave accruals
Finance	Leave Cashouts	62,160	18,100	-	800	Retirement leave accruals
		135,660	91,600	-	800	
Police Dept - Overtime		739,800				Additional OT to cover disability leaves & vacancies
Police Dept - Salaries		(481,000)				Savings due to disability leaves & vacancies
		258,800				
Resident Vision Prescription Benefits		-	278,400	-	-	COVID-19 Home Test Kits
Aquatics	Program Supplies	8,700	-	-	-	Park's Board Yoga
Community Development	Fuel	600	-	-	-	Additional fuel for the vehicles
Engineering	Contract Services	3,000	-	-	-	Records retention for Building Codes
Engineering	Contract Services	20,000	-	-	-	Permit inspection for encroachment permits
Engineering	Office Equip Maint & Supplies	2,500	2,500	-	-	Additional license needed for Auto CAD computer drafting software
Engineering	Training	2,000	-	-	-	Training for Environmental Mandates & NPDES
Engineering	Storm Drain/NPDES	40,000	-	-	-	Consultant for NPDES management & NP4 Permit
Legal	Legal Services	60,000	-	85,000	-	Las Cruces & Extraordinary cases
Public Services	Residential Waste	70,000	-	-	-	Residential solid waste handling services
Public Services	Residential Waste	205,200	280,000	65,000	-	Residential solid waste handling services
Personnel Reallocations						
Police Lieutenant to	Police Captain	113,500				Prorated for FY 21/22 (Annual Cost \$304,800)
Sr. HR/HRMgt Analyst to	Benefits Administrator	8,360	2,780			Prorated for FY 21/22 (Additional Annual Cost \$24,600) GF 60% & 20% MIF
Office Specialist	Communications Specialist	1,300				Prorated for FY 21/22 (Additional Annual Cost \$3,702)
Departmental Aide to	Senior Center Leader	1,200				Prorated for FY 21/22 (Additional Annual Cost \$11,713)
Bus Driver to	Senior Bus Driver	1,200				Prorated for FY 21/22 (Additional Annual Cost \$3,285)
Police Records Clerk to	Police Records Clerk / Dispatcher	1,300				Prorated for FY 21/22 (Additional Annual Cost \$3,831)
Engineering Technician to	Assistant Engineer	5,300	5,160	-	-	Prorated for FY 21/22 (Additional Annual Cost \$32,889) GF 55% & MIF 45%
		133,160	7,630	-	-	
New Personnel						
Senior Finance Analyst	New	34,550	15,000			Prorated for FY 21/22 (Annual Cost \$144,000) GF 70%, MIF 30%
Housing Coordinator	New			44,750		Prorated for FY 21/22 (Annual Cost \$120,260) 100% Housing
Housing Office Specialist	New			20,650		Prorated for FY 21/22 (Annual Cost \$85,640) 100% Housing
		34,550	15,000	74,400	-	
		767,360	395,420	169,400	800	
Total Net Operating Budget Adjustments:		(4,261,670)	354,470	(169,400)	(800)	
CAPITAL / ONE-TIME ITEMS:						
Aquatics	Pool Equipment Repairs	100,000		-	-	Pool heater replacement & equip repairs improvements
Community Development	2 Vehicle	37,100	37,100	-	-	Replacement of old vehicles
		137,100	37,100	-	-	
CAPITAL PROJECTS:						
Engineering	CIP-Signage (with lights)	45,000	-	-	-	Install Truck signage on residential street - with lights
Engineering	CIP - City-wide ADA sidewalk survey	80,000	-	-	-	City-wide survey/assessment of public sidewalks for ADA compliance
Engineering	Left Turn Phasing Arrow & Vincent Traffic Signal	350,000	-	-	-	Per Council's direction staff to move ahead with project (City 50%, City of Azusa 25%, & City of LA 25%)
		485,000	-	-	-	
CAPITAL ONE-TIME PROJECTS:						
CIP-Bldg & Improvements	Recreation/Library Building Improvements	(1,400,000)				Defer CIP to FY 2022-2023
CIP-Bldg & Improvements	Inwindale Park Phase IIB	(2,300,000)				Defer CIP to FY 2022-2023
CIP-New Capital Projects	Inwindale Police Station	(630,000)				Defer CIP to FY 2022-2023
CIP-New Capital Projects	Our Lady of Guadalupe Capital Improvements	(1,034,000)				Defer CIP to FY 2022-2023
		(5,364,000)	-	-	-	
Total Capital Projects Budget Adjustments:		(4,741,000)	37,100	-	-	
Total Net Budget Adjustments:		490,330	317,470	(169,400)	(800)	

From: buzzard5150@gmail.com
Sent: Wednesday, September 28, 2022 12:16 PM
To: Randy Silva; Jeff Tyler; Jesus J. Hernandez
Subject: FW: 22MY Ram 1500 (DS) Unbuildable Units PO 6925

CAUTION: This email originated from outside of the City. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Randy, I was just informed by Ram they are cancelling your order for the 2022 Ram 1500 Classic, see below information.

I can requote as a 2023 model later next month when pricing comes available.

Please advise if you would like me to cancel the PO or requote as a 2023 model.

Kevin

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
714-264-1867 Cell
626-457-5590 Ofc
Buzzard5150@gmail.com

From: ANJAIL MITCHELL <anjail.mitchell@stellantis.com>
Sent: Wednesday, September 28, 2022 9:49 AM
To: buzzard5150@gmail.com
Subject: 22MY Ram 1500 (DS) Unbuildable Units

Good Morning Kevin,

Unfortunately, due to continued parts shortages and plant downtimes, we will not be able build all the 22MY Ram 1500 DS models that have been submitted nor will we be able to price protect those that are cancelled.

While the plant has not yet completed its build out it is highly unlikely that any 22MY Ram 1500 DS order currently in BG status will get built.

Please see below units your dealer currently has on order. I created a "Building" column and identified those units that I am confident will not be built as "No - Being Cancelled" and those that have a chance as "Coded for build but may not be". When I receive a final list from HQ I will be sure to communicate all units that will NOT be built.

You will not need to take any action in the ordering system. The actual cancelations will be performed by our Fleet Business Relations Department once the final list has been identified.

Order banks for DS Models is estimated to open sometime in October with estimated production timing of December/January.

I apologize for the inconvenience this may cause and don't hesitate to contact me should you have additional questions.

FAN Name	FAN2 Name	Body Model	Body Model Name	VON
County of Yolo, California	County of Yolo, California	DS6L41	1500 TRADESMAN QUAD CAB 4X4	5452
CITY OF CLOVIS, CALIFORNIA	CITY OF CLOVIS, CALIFORNIA	DS1L41	1500 TRADESMAN QUAD CAB 4X2	5450
Irwindale, California, City of	Irwindale, California, City of	DS1L41	1500 TRADESMAN QUAD CAB 4X2	5443
Washington State DSHS	Washington State DSHS	DS6L98	1500 TRADESMAN CREW CAB 4X4	5441
Washington State DSHS	Washington State DSHS	DS6L98	1500 TRADESMAN CREW CAB 4X4	5441
Washington State DSHS	Washington State DSHS	DS6L98	1500 TRADESMAN CREW CAB 4X4	5441
San Diego County	San Diego County	DS6H98	1500 SLT CREW CAB 4X4	5285
San Diego County	San Diego County	DS6H98	1500 SLT CREW CAB 4X4	5285

Regards,



ANJAIL MITCHELL
FLEET SALES
Government Sales Manager - West Region
(AK, CA, GU, HI, ID, MT, ND, NE, NV, OR, SD, WA, WY)
 Mobile : +1 331 262 1252
anjail.mitchell@stellantis.com



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National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

November 15, 2022

Mr. Randy Silva
 City of Irwindale
 5050 N Irwindale Blvd
 Irwindale, Ca 91706

Delivery Via Email
 Dear Mr. Silva,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Irwindale, new/unused 2023 Ram 1500 Classic Crew Cab Pick Up 4X2 W/6.5-foot bed, responding to your requirement with the attached specifications for \$ 41,835.00 plus Upfit, State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF

	One Unit MSRP	One Unit	Total Savings	Total Savings
2023 Ram 1500 Crew				
Cab 2WD Classic	44,960.00	41,835.00	6.95%	3,125.00
Dana Safety Upfit		2,467.89		
Two Extra Keys		600.00		
Sub Total		44,902.89		
Sales Tax		4,602.55		
Transportation		275.00		
Tire Tax		8.75		
Total		49,789.19		

Delivery 120-180 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard
 National Law Enforcement Sales Manager
 National Auto Fleet Group
 Wondries Fleet Group
 626-656-8431 O / 714-2641867 C / Buzzard5150@gmail.com



Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box



National Auto Fleet Group

Prepared By:

Kevin Buzzard
National Auto Fleet Group
626-457-5590 OFC
Buzzard5150@gmail.com

Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box (⚠ Incomplete)

Selected Model and Options**MODEL****CODE****MODEL**

DS1L91

2023 Ram 1500 Classic Tradesman 4x2 Crew Cab 6'4" Box

COLORS**CODE****DESCRIPTION**

PW7

Bright White Clearcoat

ENGINE**CODE****DESCRIPTION**

EZH

Engine: 5.7L V8 HEMI MDS VVT (STD)

TRANSMISSION**CODE****DESCRIPTION**

DFD

Transmission: 8-Speed Automatic (8HP70) (DFD) (STD)

CPOS PKG**CODE****DESCRIPTION**

27B

Quick Order Package 27B Tradesman -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70) (DFD), Tradesman Package

AXLE RATIO**CODE****DESCRIPTION**

DMC

3.21 Rear Axle Ratio (STD)

WHEELS**CODE****DESCRIPTION**

WFE

Wheels: 17" x 7" Aluminum

TIRES**CODE****DESCRIPTION**

TTM

Tires: P265/70R17 BSW AS (STD)

PRIMARY PAINT**CODE****DESCRIPTION**

PW7

Bright White Clearcoat

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Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box (⚠ Incomplete)

GVWR

CODE	DESCRIPTION
Z1C	GVWR: 6,800 lbs (STD)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
AJY	Popular Equipment Group -inc: SiriusXM Satellite Radio, SiriusXM Radio Service, No Satellite Coverage w/HI/AK/PR/VI/GU, For More Info, Call 800-643-2112, 2nd Row In Floor Storage Bins, Carpet Floor Covering, Rear Floor Mats, Front Floor Mats, Remote Keyless Entry w/All-Secure
AED	Chrome Appearance Group -inc: Bright Rear Bumper, Bright Grille, Wheels: 17" x 7" Aluminum, Bright Front Bumper

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
DSA	Anti-Spin Differential Rear Axle
XFH	Class IV Receiver Hitch
XHC	Trailer Brake Control

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
TBB	Full Size Spare Tire
XMF	(DISCONTINUED) MOPAR Spray In Bedliner

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
RSD	SiriusXM Satellite Radio -inc: SiriusXM Radio Service, No Satellite Coverage w/HI/AK/PR/VI/GU, For More Info, Call 800-643-2112

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
GXM	Remote Keyless Entry w/All-Secure
XCH	2 Additional Key Fobs
CKE	Carpet Floor Covering -inc: Rear Floor Mats, Front Floor Mats
CB9	2nd Row In Floor Storage Bins

Options Total

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Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box (△ Incomplete)

Standard Equipment

Mechanical

Engine: 5.7L V8 HEMI MDS VVT (STD)
Transmission: 8-Speed Automatic (8HP70) (DFD) (STD)
3.21 Rear Axle Ratio (STD)
GVWR: 6,800 lbs (STD)
50 State Emissions
Transmission w/Driver Selectable Mode
Rear-Wheel Drive
Heavy Duty Transmission Oil Cooler
Heavy Duty Engine Cooling
730CCA Maintenance-Free Battery
160 Amp Alternator
Engine Oil Heat Exchanger
Electronically Controlled Throttle
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
1610# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
Single Stainless Steel Exhaust
26 Gal. Fuel Tank
Short And Long Arm Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7" Steel (STD)
Tires: P265/70R17 BSW AS (STD)
Regular Box Style
Center Hub
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown

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Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box ( Incomplete)

Exterior

Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Power Side Mirrors w/Manual Folding
Black Exterior Mirrors
Exterior Mirrors w/Heating Element
Fixed Rear Window
Variable Intermittent Wipers
Deep Tinted Glass
Galvanized Steel/Aluminum Panels
Black Grille
Active Grille Shutters
HEMI Badge
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Tip Start

Entertainment

Radio w/Seek-Scan, Clock, Voice Activation, Radio Data System and External Memory Control
Radio: Uconnect 3 w/5" Display
6 Speakers
Streaming Audio
Fixed Antenna
Audio Input Jack for Mobile Devices
1 LCD Monitor In The Front

Interior

4-Way Driver Seat
4-Way Passenger Seat
Front Facing Vinyl Rear Seat

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17943, Data updated Nov 14, 2022 6:51:00 PM PST

Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box (⚠ Incomplete)

Interior

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Power Rear Windows

Rear Folding Seat

Rear Cupholder

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

HVAC -inc: Underseat Ducts and Console Ducts

Glove Box

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Heavy Duty Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Mini Overhead Console and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Cargo Area Concealed Storage

Storage Tray

Pickup Cargo Box Lights

GPS Antenna Input

Remote USB Port - Charge Only

Remote USB Port

Integrated Voice Command w/Bluetooth

Rotary Shifter-Black

Electronic Shift

Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage

Delayed Accessory Power

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17943, Data updated Nov 14, 2022 6:51:00 PM PST

Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box ( Incomplete)

Interior

Power Door Locks
Systems Monitor
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Rear Center Armrest
Manual Adjust Seats
40/20/40 Split Bench Seat
Front Armrest w/3 Cupholders
Sentry Key Immobilizer
1 12V DC Power Outlet
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Curtain 1st And 2nd Row Airbags
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box (△ Incomplete)

Window Sticker

SUMMARY

[Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box

MSRP:\$40,055.00

Interior:No color has been selected.

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70) (DFD)

OPTIONS

CODE	MODEL	MSRP
DS1L91	[Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box	\$40,055.00
OPTIONS		
27B	Quick Order Package 27B Tradesman	\$0.00
AED	Chrome Appearance Group	\$695.00
AJY	Popular Equipment Group	\$875.00
CB9	2nd Row In Floor Storage Bins	Inc.
CKE	Carpet Floor Covering	Inc.
DFD	Transmission: 8-Speed Automatic (8HP70) (DFD)	\$0.00
DMC	3.21 Rear Axle Ratio	\$0.00
DSA	Anti-Spin Differential Rear Axle	\$495.00
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$0.00
GXM	Remote Keyless Entry w/All-Secure	Inc.
PW7	Bright White Clearcoat	\$0.00
RSD	SiriusXM Satellite Radio	Inc.
TBB	Full Size Spare Tire	\$200.00
TTM	Tires: P265/70R17 BSW AS	\$0.00
WFE	Wheels: 17" x 7" Aluminum	Inc.
XCH	2 Additional Key Fobs	\$195.00
XFH	Class IV Receiver Hitch	\$445.00
XHC	Trailer Brake Control	\$295.00
XMF	(DISCONTINUED) MOPAR Spray In Bedliner	\$595.00
Z1C	GVWR: 6,800 lbs	\$0.00

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17943, Data updated Nov 14, 2022 6:51:00 PM PST

Vehicle: [Fleet] 2023 Ram 1500 Classic (DS1L91) Tradesman 4x2 Crew Cab 6'4" Box (⚠ Incomplete)

SUBTOTAL	\$43,850.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$45,745.00

FUEL ECONOMY

Est City:15 (2022) MPG

Est Highway:21 (2022) MPG

Est Highway Cruising Range:546.00 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17943, Data updated Nov 14, 2022 6:51:00 PM PST

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1J

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Issue Request For Proposals (RFP) for tow services

City Manager's Recommendation:

Adopt **Resolution No. 2022-120-3370** entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR TOW SERVICES,"** waiving further reading;

Administrative Action:

Prepared and Submitted by:

Robert Castro, Interim Police Chief
(626) 430-2200

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

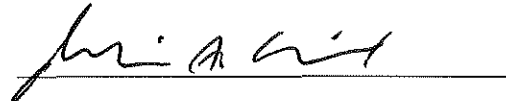
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 3, 2016, the City of Irwindale issued a Request For Proposals (RFP) for official towing and storage service of vehicles. Ultimately, two towing service providers were selected in a non-exclusive agreement on November 9, 2016.

Both tow service providers entered into a three (3) year tow agreement with the City, which allowed for three (3) one (1) year extensions, expiring on January 2, 2023. Police Department management did not prepare a new RFP or request any contract extensions. As a result, it is necessary for an emergency month to month extension of the current tow contract until a new RFP can be completed and a new tow contract be approved by the City Council.

Towing vehicles from the roadway is part of any police department's routine or normal operation. For example, disabled vehicles must be quickly removed from the street to minimize traffic hazards. Towing is also required for DUI and other instances of traffic violations. In this regard, the Irwindale Police Department is no different than other law enforcement agencies.

In accordance with the city's purchasing policy and Irwindale Municipal Code 3.44.090, staff is requesting the authorization to solicit formal bids by way of Requests For Proposals for towing services and will return to the City Council with recommendations on the selection of tow service providers. The RFP is designed to allow the Council discretion to select one or multiple providers to service the City.

Fiscal Impact:

There will be no fiscal impact to the General Fund in issuing this Request For Proposals.

Attachment:

1. Resolution No. 2022-120-3370
2. Public Notice for RFP
3. Request For Proposal
 - A. Proposal Certification
 - B. Technical Proposal – Phase 1
 - C. Proposer's Qualifications Statement
 - D. Previous Customer Reference Worksheet
 - E. Sample Service Agreement
 - F. Exhibit A – Scope of Services

RESOLUTION NO. 2022-120-3370

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR TOW SERVICES**

WHEREAS, On October 3, 2016, the City of Irwindale issued a Request For Proposals for official towing and storage service of vehicles (RFP); and

WHEREAS, Two tow companies were selected from the RFP process on November 9, 2016, and entered into a three (3) year tow agreement with the City, which allowed for three (3) one (1) year extensions; and

WHEREAS, The current tow agreement expired on January 2, 2020, but has been extended and all extensions will expired on January 2, 2023, requiring an emergency month to month extension to complete an RFP and award a new Police Official Tow Contract.

WHEREAS, Section 3.44.090 of the Irwindale Municipal Code provides for a formal bidding process when a purchase of supplies, services and equipment with an estimated value greater than the maximum amount set by the Purchasing Resolution or more shall be made.

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

SECTION 1. That it would be in the best interest of the City to issue a Request for Proposals for towing services pursuant to Irwindale Municipal Code subsection 3.44.090. As such, the City Council hereby authorizes the issuance of a Request for Proposals for City police tow services, attached hereto as Exhibit "A".

SECTION 2. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 14th day of December, 2022.

, Mayor

ATTEST:

Laura Nieto,
Chief Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-120-3370 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 14th day of December 2022, by the following vote:

Councilmembers:

NOES: Councilmembers: None

ABSTAIN: Councilmembers: None

ABSENT: Councilmembers: None

Laura Nieto
Chief Deputy City Clerk

**PUBLIC NOTICE
CITY OF IRWINDALE, CALIFORNIA
REQUEST FOR PROPOSALS (RFP)
FOR TOWING SERVICES FOR THE CITY OF IRWINDALE**

Notice is hereby given that the City of Irwindale ("City") is seeking Requests for Proposals (RFP) from qualified firms to submit proposals to provide towing services for the City of Irwindale.

The RFP sets forth relevant information regarding the detailed and specific information about the scope of services, submission requirements and selection procedures. The RFP will be available for pick up at the City Clerk's Office or the Police Department, 5050 N. Irwindale Avenue, Irwindale, CA 91706 beginning at 8:00 a.m. (PST) on Monday, December 19, 2022 or it may be downloaded from the City's Website at www.irwindaleca.gov.

All questions relating to the RFP shall be made in accordance with the Procedure for Submitting Questions and Inquiries and are due Monday, January 9, 2023 by 4:00 p.m. (PST), via e-mail to rcastro@irwindaleca.gov. Phone calls will not be accepted. The City of Irwindale will post a copy of all questions received and their answers on the City of Irwindale Website at www.irwindaleca.gov.

Proposals in response to this RFP are due on Tuesday, January 17, 2023 and must be received at the City Clerk's Office by 10:00 a.m. (PST). No electronic submissions or facsimile transmissions will be accepted. Qualifications must be submitted in sealed envelopes or boxes. Respondents are advised to carefully review submission instructions contained in this RFP.

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a responsive proposal.

DATED December 15, 2022

CITY OF IRWINDALE

By: Robert Castro

Publish: December 21, 2022

REQUEST FOR PROPOSAL (RFP)

Towing Services for the City of Irwindale

RFP Release Date:	Monday December 19, 2022
Contact Name(s):	Robert Castro, Chief of Police
Address:	5050 North Irwindale Ave Irwindale, CA 91706
E-mail address:	rcastro@irwindaleca.gov
Deadline for questions:	Tuesday, January 9, 2023 at 4:00 pm (PST)
Proposal Due:	Tuesday, January 17, 2023 - no later than 10:00 am Pacific Time
Location:	Irwindale City Hall Attention: Chief Deputy City Clerk 5050 North Irwindale Ave, Irwindale, CA. 91706

INTRODUCTION

The City of Irwindale invites proposals from qualified vendors to provide vehicle towing and storage services as requested by the Irwindale Police Department in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).for Official Police Tow Services (OPTS).

The City of Irwindale requires a well-managed and financially sound firm with a demonstrated history of experience and technical ability, qualified and trained personnel, secure and well-maintained facilities, updated and reliable equipment, and high level of customer service to fulfill the requirements outlined in this RFP.

INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to comply with these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any interested proposer as to the meaning of the RFP. Questions, regarding this RPF should be sent via e-mail Chief Robert Castro at the address noted above.

TENTATIVE SCHEDULE

The following represents the schedule for this RFP.

RFP released by the City	12/19/2022
Deadline for Final Questions	01/09/2023
Proposal Submission Deadline	01/17/2023
Contract Approval by City Council	02/22/2023
Tentative Commencement of Services	04/01/2023

SCOPE OF SERVICES

The scope of services to be provided and tow operator requirements are described in Exhibit "A" of this RFP.

AGREEMENT TERM

The initial contract will be from the date of the award for a term of three (3) calendar years. The City reserves the right, in it's sole discretion, to renew the contract for up to, two one-year extended one year terms. The successful proposer who is awarded the contract shall not assign or otherwise transfer the same during the life of the initial and any extended term of the contract.

DOCUMENTS INCLUDED WITH THIS RFP

Name	Description	Where to find
Attachment A	Proposal Certification	In main RFP document
Attachment B	Technical Proposal	In main RFP document
Attachment C	Proposer Qualifications Statement	In main RFP document
Attachment D	Previous customer reference worksheet	In main RFP document
Attachment E	Exemplar Police Tow Contract Service Agreement.	Separate Attachment

HOW TO OBTAIN THIS RFP

1. RFP packets can be obtained from City Hall or the Police Department lobby during the hours of 8:30 am to 4:00 pm Monday through Thursdays upon release of the RFP on December 19, 2022. This RFP may also be accessed at <https://www.irwindaleca.gov/bids.aspx>
2. For questions regarding the RFP documents or for project information, please contact Chief Robert Castro at rcastro@irwindaleca.gov.
3. Each Proposal must conform and be responsive to all requirements set forth in the RFP.

PROCEDURE FOR SUBMITTING QUESTIONS AND INQUIRIES

All questions/inquiries must be made through the contact listed on the cover sheet of this document, via EMAIL. No phone inquiries will be accepted or returned.

PROPOSAL SUBMITTAL REQUIREMENTS

GENERAL

You must respond to this RFP by the due date and time as set in the RFP. Proposals submitted after the due date and time **will not be opened or considered**. Each Proposal must conform and be responsive to all requirements set forth in the RFP to be deemed responsive. Proposals deemed **non-responsive will not be considered**.

NO ORAL, FACSIMILE OR TELEPHONIC BIDS OR ALTERATIONS WILL BE CONSIDERED.

The City of Irwindale reserves the right to reject any and all proposals, to waive any informalities in any proposal and select the one that best meets the City's needs.

FORMATTING

The Proposal must be in Times New Roman, Arial or some similar, easily readable font. The size of the font cannot be any smaller than 11 point typeface and margins should be 1 inch or wider.

COVER LETTER

Provide a cover letter providing an overview of proposer's general expertise, capacity, experience, and approach to performing the work described in this RFP.

The cover letter should address any pending or current litigation related to services provided by your firm, and any terminated contracts within the past five years with an explanation of the reasons for termination.

TECHNICAL PROPOSAL

Provide a technical proposal as Attachment B, Technical Proposal and include the following:

Company Overview

1. Provide the names and background information on key staff members that will be assigned to this project.
2. Include a client list with contact information where your firm has performed similar services, and when they were performed.

Project/Design Approach

1. Provide a brief description of the plan and approach you will take to accomplish to complete the Scope of Services.
2. Please present a high-level timeline for the services performed, from project kick-off to completion.
3. Include key assumptions that you are making regarding the commitment of City time and resources that are required for the completion of services.

ATTACHMENTS

Attachment A - Proposal Certification

Attachment B - Technical Proposal

Attachment C – Proposer Qualifications Statement

Attachment D - Previous Customer Reference Worksheet

Please provide two client references. Complete this form by providing a description of the work performed for the reference customer as it relates to the work described in this RFP. Copy the form as appropriate to provide the required number of references.

Attachment E - Exemplar Tow Contract Services Agreement which includes Insurance Requirements.

Selected proposer will be required to enter a final agreement with the City containing the terms and conditions and insurance provisions set forth in Attachment D.

SELECTION PROCESS AND EVALUATION CRITERIA

SELECTION PROCESS

1. **Proposal Review Phase** - Proposals will be evaluated per the criteria and weights listed in the table below
2. **Vendor Interview Phase** - At the City's discretion, firms submitting the highest scoring proposals may be interviewed and scored per the criteria and weights in the table below.
3. **The Final Selection Phase** - Will be based on the proposal earning the highest score at the completion of the Proposal Review Phase. If the City decides to conduct oral interviews, then the final selection will be based on the firm earning the highest score at the completion of the Vendor Interview Phase.
4. The City reserves the right to rely on information from sources other than the information provided by the respondents.
5. Final award shall be contingent upon selected firm (Consultant) accepting the Terms and Conditions of the attach contract for professional services (with any exceptions to the same approved by the City).

EVALUATION CRITERIA

Description	Proposal Review Phase
Proposal Responsiveness	Pass/Fail
Experience/Qualifications of Staff	34%
Understanding of the Scope of Services	33%
Proposed Cost	33%
TOTAL Proposal Score	100%
Description	Vendor Interview Phase
Oral Interview	100%
TOTAL Vendor Score	100%

BEST AND FINAL OFFER (BAFO)

1. A Best and Final Offer (BAFO) may be held with one or more finalist(s) if final information or clarification is necessary in order to make a final decision. The BAFO may allow proposers to revise their proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO.
2. The City will request only one BAFO, unless the City's Purchasing Officer determines that another BAFO is warranted.
3. Proposers are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, Proposers should not assume that there would be an additional

opportunity to amend their technical or price proposals after their original submission of technical and cost proposals. Proposers may not request an opportunity to submit a BAFO.

GROUND FOR DISQUALIFICATION

Factors, such as, but not limited to, any of the following, may disqualify a proposal without further consideration:

- a. Evidence of collusion: Proposer represents and warrants that its proposal is genuine and made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.
- b. Any attempt to improperly influence any member of the City or evaluation team.
- c. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City.
- d. Evidence of incorrect information submitted as part of the proposal.
- e. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal.
- f. Contact regarding this procurement with any City official or employee or evaluation team member other than the Procurement Contact from the time of issuance of this solicitation until a recommendation of award is made.
- g. Proposer's default under any previous agreement with the City.

CONFLICT OF INTEREST

Proposer(s) may not have any interest in any potential future City procurements that may result from the work performed under the agreement resulting from this RFP.

GENERAL INFORMATION

1. The successful Proposer will be required to enter into an agreement with terms and conditions in substantial conformity with Attachment E of this RFP.
2. The successful Proposer will be required to demonstrate evidence of insurance in accordance with the insurance provisions listed in Attachment E of this RFP.
3. All costs associated with responding to this request are to be borne by the Proposer.
4. It is the City's policy that the selected firm shall not discriminate, in any way, against any person on the basis of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law, in connection with or related to the performance of City of Irwindale contracts.
5. An agreement shall not be binding or valid with the City unless and until it is approved by the City Council, if so required, and executed by authorized representatives of the City and of the Proposer and the City issues a written "notice to proceed."

RIGHTS OF THE CITY OF IRWINDALE

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of responsive proposals or in anticipation of a contract. The City reserves the right to:

- a. Accept a proposal in full, or in part.
- b. Make the selection based on its sole discretion.
- c. Reject any and all proposals.
- d. Issue subsequent Requests for Proposals.
- e. Postpone opening proposals for any reason.
- f. Approve or disapprove the use of particular subconsultants.
- g. Negotiate with any, all, or none of the Proposers.
- h. Accept other than the lowest monetary proposal.
- i. Waive informalities and irregularities in any proposal(s).
- j. Enter into an agreement with another vendor in the event the originally selected vendor defaults or fails to execute an agreement with the City.

PUBLIC NATURE OF PROPOSAL MATERIAL

All correspondence with the City including responses to this RFP will become the exclusive property of the City and will become public records under the California Public Records Act (Cal. Government Code §§ 6250 *et seq.*) All documents that you send to the City will be subject to disclosure if requested by a member of the public.

ATTACHMENT A

Proposal Certification

Proposing Firm Name:		
Address:		
Telephone:		
Facsimile:		
E-mail:		
Contact person name and title:		

PROPOSER REPRESENTATIONS

1. Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms, or conditions of this proposal.
2. Proposer acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the RFP document or permitted by formal addenda are accepted by the City.
3. Proposer did not receive unauthorized information from any City staff member or City Consultant during the Proposal period except as provided for in the Request for Qualifications package, formal addenda issued by the City, or the pre-proposal conference. Proposer has not offered or provided any donations, gifts or bribes to any city official.
4. As suppliers of goods or services to the City of Irwindale, Proposer and individuals listed below certify that they do not discriminate in employment of any person because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background; and that they are in compliance with all Federal, State and local laws, directives and executive orders regarding nondiscrimination in employment.
5. Proposer hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.

6. Please check the appropriate box below:

- ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
- ☐ If the proposal is submitted by a partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.
- ☐ If the proposal is submitted by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
- ☐ If the proposal is submitted by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
- ☐ If the proposal is submitted by a joint venture, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

By signing below, the submission of a proposal with all accompanying documents shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understand the RFP.

Authorized Representative Signature:	
Authorized Representative Print name:	
Authorized Representative Title (Print title):	
Complete additional signatures below as required per # 8 above	
Authorized Representative Signature:	
Authorized Representative Print name:	
Authorized Representative Title (Print title):	
Authorized Representative Signature:	
Authorized Representative Print name:	
Authorized Representative Title (Print title):	

ATTACHMENT B

TECHNICAL Proposal – Phase 1

Technical Proposal shall include a company overview and project approach as outlined in the RFP.

ATTACHMENT C

PROPOSER'S QUALIFICATIONS STATEMENT

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non-responsive.

1. BUSINESS ORGANIZATION / STRUCTURE

1.1 Your firm is a:

- ☐ Corporation ☐ Sole Proprietorship ☐ Other: _____
- ☐ Limited Liability Company ☐ General or Limited Partnership

1.2 If your firm is a corporation, answer the following:

1.2.1 Date of incorporation: _____

1.2.2 State of incorporation: _____

1.2.3 Corporate ID number: _____

1.2.4 President's name: _____

1.2.5 Vice President's name: _____

1.2.6 Secretary's name: _____

1.2.7 Treasurer's name: _____

1.2.8 Agent for Service of Process: _____

1.2.9 Agent's Address: _____

1.2.10 Is your firm a publicly traded corporation?

☐ Yes ☐ No

1.3 If your firm is a limited liability company, answer the following:

1.3.1 Date of formation: _____

1.3.2 State of formation: _____

1.3.3 Secretary of State's File or ID number: _____

1.3.4 Chief Executive Officer's name: _____

1.3.5 Name of Manger(s): _____

1.3.6 Agent for Service of Process: _____

1.3.7 Agent's Address: _____

1.4 If your firm is a partnership, answer the following:

1.4.1 Date of formation: _____

1.4.2 Type of partnership (General, Limited, LLP): _____

1.4.3 Secretary of State's Registration or ID number: _____

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

1.4.5 List jurisdictions in which your firm's fictitious name (dba) is filed:

1.5 If your firm is individually owned (a sole proprietorship), answer the following:

1.5.1 Date your firm started: _____

1.5.2 Name of owner: _____

1.5.3 List jurisdictions in which your firm's fictitious name (dba) is filed:

2. OWNERSHIP AND NAME CHANGES

2.1 How many years has your firm been in business under its present name?

2.2 In the past five years, has your firm changed names? ☐ Yes ☐ No

If **yes**, list all prior names, addresses and the dates they were used. Explain the reason for each name change:

2.2.1 Prior name: _____

2.2.2 Address: _____

2.2.3 Reason name changed: _____

2.2.4 Starting / ending dates of prior name: _____ / _____

2.2.5 Prior name: _____

2.2.6 Address: _____

2.2.7 Reason name changed: _____

2.2.8 Starting / ending dates of prior name: _____ / _____

3. LICENSING

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.1 Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If **Yes**, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation or partnership name: _____

3.2 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1 Jurisdiction: _____

3.2.2 License or registration number: _____

3.2.3 Type of license: _____

3.2.4 Jurisdiction: _____

3.2.5 License or registration number: _____

3.2.6 Type of license: _____

3.2.7 Jurisdiction: _____

3.3 In the past ten (10) years, has your firm or any of its owners, partners, officers or employees been investigated, cited, assessed any penalties, subjected to disciplinary action by a licensing agency or found to have violated any licensing laws or regulations? Have your firm or any employee of your firm been identified, accused or found to have provided gifts(s), donations or bribes to an elected official or employee to influence a government contract.

☐ Yes ☐ No

If **Yes**, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.3.1 Licensing Agency: _____

3.3.2 Type of license: _____

- 3.3.3 Date of disciplinary action: _____
- 3.3.4 Reason for disciplinary action: _____
- 3.3.5 Licensing Agency: _____
- 3.3.6 Type of license: _____
- 3.3.7 Date of disciplinary action: _____
- 3.3.8 Reason for disciplinary action: _____
- 3.3.9 Licensing Agency: _____
- 3.3.10 Type of license: _____
- 3.3.11 Date of disciplinary action: _____
- 3.3.12 Reason for disciplinary action: _____

4. EXPERIENCE AND PERFORMANCE HISTORY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

- 4.1 How many years has your firm been in business as a Tow Service? _____
- 4.2 In the past five years, has any of your firm's owners, partners, or officers operated a similar towing business?
- ☐ Yes ☐ No

If **Yes**, list the business' name and address and the person who operated the business. Attach additional sheets as necessary.

- 4.2.1 Tow business name: _____
- 4.2.2 Address: _____
- 4.2.3 Name of your firm's owner, partner or officer who operated other towing business: _____
- 4.2.4 Starting / ending dates of ownership: _____ / _____
- 4.2.5 Tow business name: _____

- 4.2.6 Address: _____
- 4.2.7 Name of your firm's owner, partner or officer who operated other towing business: _____
- 4.2.8 Starting / ending dates of ownership: _____ / _____
- 4.3 Does your firm currently dismantle vehicles or have a salvage operation?
- ☐ Yes ☐ No
- 4.4 Does your firm currently own or operate any other business?
- ☐ Yes ☐ No

If yes, list the business' name and address and the person who operates the business. Attach additional sheets as necessary.

- 4.4.1 Business name: _____
- 4.4.2 Address: _____
- 4.4.3 Person's name who operates business: _____
- 4.4.4 Description of business: _____
- 4.4.5 Business name: _____
- 4.4.6 Address: _____
- 4.4.7 Person's name who operates business: _____
- 4.4.8 Description of business: _____
- 4.5 List the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the government entity who is most familiar with your performance of the services (i.e., "Contact Person"). Attach additional sheets as necessary.
- 4.5.1 Government entity's name: _____
- 4.5.2 Services that your firm provided: _____
- 4.5.3 Starting / ending dates of services: _____ / _____

4.5.4 Was your firm:

Selected by a bid or RFP? ☐ Yes ☐ No

Under a contract or agreement? ☐ Yes ☐ No

4.5.5 Contact Person: _____ Phone: _____

4.5.6 Government entity's name: _____

4.5.7 Services that your firm provided: _____

4.5.8 Starting / ending dates of services: _____ / _____

4.5.9 Was your firm:

Selected by a bid or RFP? ☐ Yes ☐ No

Under a contract or agreement? ☐ Yes ☐ No

4.5.10 Contact Person: _____ Phone: _____

4.5.11 Government entity's name: _____

4.5.12 Services that your firm provided: _____

4.5.13 Starting / ending dates of services: _____ / _____

4.5.14 Was your firm:

Selected by a bid or RFP? ☐ Yes ☐ No

Under a contract or agreement? ☐ Yes ☐ No

4.5.15 Contact Person: _____ Phone: _____

4.6 Describe your firm's lien-sale experience in terms of knowledge and procedures used in the processing and disposing of vehicles in accordance with California's laws. Attach additional sheets as necessary.

5. FACILITIES

- 5.1 List the address where the facilities will be located, and attach photographs depicting each one of the areas and facilities listed in (a) through (f) below.

For this RFP please submit:

- (a) Up to 3 photos of the: Business office
- (b) Up to 3 photos of the: Customer waiting area
- (c) Up to 3 photos of the: Secure area for police hold vehicles
- (d) Up to 3 photos of the: Primary storage lot
- (e) Up to 3 photos of the: Secondary storage lot
- (f) Up to 3 photos of the: Disposal lot

**PRIMARY STORAGE LOT AND BUSINESS OFFICE
ADDRESS**

5.1.1 Business office: _____

5.1.2 Primary vehicle storage lot: _____

5.1.3 Secure area for police hold vehicles: _____

5.1.4 Secondary vehicle storage lot: _____

5.1.5 Disposal / salvage vehicle lot: _____

**SECONDARY STORAGE LOT AND BUSINESS OFFICE
ADDRESS**

5.1.6 Business office: _____

5.1.7 Primary vehicle storage lot: _____

5.1.8 Secure area for police hold vehicles: _____

5.1.9 Secondary vehicle storage lot: _____

5.1.10 Disposal / salvage vehicle lot: _____

6. EQUIPMENT

6.1 For each piece of towing equipment below, (1) list the requested information; and, (2) attach a photograph of each tow unit:

Year of Manufacture

Make

FLATBED CARRIER:

_____	_____
_____	_____
_____	_____

CLASS A TOW:

_____	_____
_____	_____
_____	_____
_____	_____

CLASS B TOW:

_____	_____
_____	_____
_____	_____
_____	_____

CLASS C TOW:

_____	_____
_____	_____

_____	_____
_____	_____

Year of Manufacture

Make

CLASS D TOW:

_____	_____
_____	_____
_____	_____
_____	_____

6.2 Does your firm lease, loan or rent its tow units to any other towing firm?

☐ Yes ☐ No

If **Yes**, identify the person or company to whom your firm leases, loans or rents its tow units and describe the details of your firm's lease, loan or rental arrangement with the other person or company. Attach additional sheets as necessary.

6.3 If your firm does not have "Heavy Duty" or "Super Heavy Duty" (i.e., Class C or Class D) tow trucks, (1) identify the subcontractors(s) whom your firm will use, (2) attach a photograph of each tow truck, and (3) list the equipment:

6.3.1 Subcontractor's Name: _____

6.3.2 Address where tow units are kept: _____

6.3.3 Contact Person: _____ Phone: _____

Year of Manufacture

Make

CLASS C TOW:

CLASS D TOW:

6.3.4 Subcontractor's Name: _____

6.3.5 Address where tow units are kept: _____

6.3.6 Contact Person: _____ Phone: _____

Year of Manufacture

Make

CLASS C TOW:

CLASS D TOW:

7. PERSONNEL

7.1 At present, how many people (whether paid or unpaid) work at your firm?

7.2 Does your firm have an agreement or an arrangement with any other towing firm to loan or share your firm's employees?

☐ Yes ☐ No

7.3 For each employee whose function is described below, (1) list the requested information, (2) attach the person's resume and (3) attach a current photo:

	Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
DISPATCHER:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
TOW TRUCK DRIVER:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #

LIEN-SALE:

SECURITY:

VEHICLE
STORAGE:

Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #

RELEASE OF
VEHICLES:

CUSTOMER
SERVICE:

OFFICE
SUPPORT:

	Name (Last, First, Middle)	Date Last Trained	Date of Hire	Driver's License #
EMERGENCY OR AFTER- HOURS:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
OTHER PERSONNEL:	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

8. EMPLOYEE SAFETY AND TRAINING

8.1 Does your firm have a written Injury and Illness Prevention Program ("IIPP") that complies with California's Code of Regulations, Title 8, Section 3203, or any other written policy manual for your employees' safety?

☐ Yes ☐ No

8.2 Does your firm have a written policy for handling, transporting and disposing of hazardous materials?

☐ Yes ☐ No

8.3 Does your firm have a training program for new employees?

☐ Yes ☐ No

8.4 Does your firm have annual or biennial training for its tow unit operators?

☐ Yes ☐ No

8.5 In the past five years, has your firm's employees suffered any work-related fatalities?

☐ Yes ☐ No

If **Yes**, list the date; describe the facts and circumstances about each instance; identify any governmental entity that issued a citation or notice of violation; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

8.6 In the past five years, has your firm received an OSHA or Cal/OSHA citation or notice of violation?

☐ Yes ☐ No

If **Yes**, list the date; describe the facts and circumstances about each instance; identify any citation or notice of violation that the agency issued; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

9. SECURITY AND SAFEKEEPING

9.1 The RFP and the Contract require that the Proposer provide a safe and secure: Business Office, Primary Storage Lot, Secondary Storage Lot and Police Hold Vehicles Storage Area. Please place an "X" below for each security device or measure in operation for each location:

	Business Office	Primary Storage Lot	Secondary Storage Lot	Police Hold Vehicle Storage Area
SURVEILLANCE CAMERA:	_____	_____	_____	_____

ALARM SYSTEM:	_____	_____	_____	_____
FLOOD LIGHTS:	_____	_____	_____	_____
PERIMETER FENCE OR WALL:	_____	_____	_____	_____
LOCK AND KEY:	_____	_____	_____	_____
GUARD OR WATCH PERSON:	_____	_____	_____	_____
GUARD DOG:	_____	_____	_____	_____
DRIVE BY SECURITY COMPANY PATROL:	_____	_____	_____	_____

10. FINANCIAL RESOURCES AND RESPONSIBILITY

10.1 In the past seven years, has your firm or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ Yes ☐ No

If **Yes**, list the filing date, identify the court and case number, describe the facts and circumstances giving rise to each instance and set forth the disposition or current status. Attach additional sheets as necessary.

10.2 In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs, or staff reductions?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11. BID REJECTION AND CONTRACT TERMINATION

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

11.1 Has a government entity or a client ever rejected your firm's bid or proposal for services?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.2 Has a government entity or a client ever determined that your firm is a non-responsible bidder or contractor?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.3 Has your firm ever failed to fulfill or perform a contract or an agreement with a government entity?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

11.4 Has a government entity or a client ever terminated a contract for tow services with your firm?

☐ Yes ☐ No

If **Yes**, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 11.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea or nolo contendere or a forfeiture of bail.)

☐ Yes ☐ No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

12. BUSINESS INTEGRITY

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. The term "convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.

- 12.1 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted in a criminal action or found liable in a civil suit for making false claims(s) or material misrepresentations(s) to any government entity?

☐ Yes ☐ No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the outcome or disposition. Attach additional sheets as necessary.

12.2 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence or receiving stolen property?

☐ Yes ☐ No

If **Yes**, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 12.3 To your knowledge, is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentations(s)?

☐ Yes ☐ No

If **Yes**, identify the government entity and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

13. CLAIMS AND SUITS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

- 13.1 In the past three years, has your firm or any of its owners, partners, officers or employees been a defendant in court on a matter related to:

- 13.1.1 The performance, non-performance, default, or breach of a contract or agreement?

☐ Yes ☐ No

- 13.1.2 A vehicle collision or other accident involving your firm's tow truck operator?

☐ Yes ☐ No

13.1.3 Bodily injury or personal injury (libel, slander, false imprisonment) to a customer?

☐ Yes ☐ No

13.1.4 Employment-related litigation brought by an employee of your firm?

☐ Yes ☐ No

13.1.5 Payment to a subcontractor?

☐ Yes ☐ No

If the answer to any of the questions 13.1.1 to 13.1.5 above is **Yes**, identify the name of the person or entity that sued (i.e., "the plaintiff"); list the date, court and case number; describe the facts and circumstances giving rise to the lawsuit; and set forth the outcome or disposition. Attach additional sheets as necessary.

13.2 In the last three years, has your firm ever filed a claim for damages or a lawsuit or requested arbitration or mediation against a government entity?

☐ Yes ☐ No

If **Yes**, identify the government entity; list the date, court and case number; describe the facts and circumstances about the claim for damages or the lawsuit or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

- 13.4 For the last four years, state how many vehicle collisions or accidents occurred which involved your firm's tow truck operators (whether or not the tow truck operator was at fault):

13.4.1 2019: _____

13.4.2 2020: _____

13.4.3 2021: _____

13.4.4 2022: _____

- 13.5 For the last three years, state how many customers reported to your firm vehicle damage or theft including the vehicle's contents, while the vehicle was towed or stored by your firm (whether or not your firm believes it was responsible for the loss or damage).

13.5.1 2020: _____

13.5.2 2021: _____

13.5.3 2022: _____

14. **INSURANCE**

- 14.1 A Proposer who is awarded a contract must maintain liability and workers' compensation insurance as indicated below, as more fully described in this RFP and the Contract. As part of this proposal, your firm must submit evidence of its current insurance coverage. This information will be used only for the purpose of determining whether the Proposer has insurance to perform the requested services. Contact your firm's insurance company or agent and request a "Certificate of Insurance" (an ACORD form or equivalent). Attach the certificate of insurance to this proposal.

NOTE: Do not add the City to your insurance policy or otherwise change your current policy or its coverage.

- 14.2. Please place an "X" below to indicate the type of insurance coverage that your firm now has and list the coverage amounts for each:

_____ Commercial General Liability Coverage: _____

_____ On-Hook Liability Coverage: _____

_____ Business Automobile Liability Coverage: _____

_____ Cargo Liability Coverage: _____

_____ Garage Liability Coverage: _____
 _____ Uninsured Motorist/Bodily Injury Coverage: _____
 _____ Garagekeepers Liability Coverage: _____
 _____ Pollution Liability Coverage: _____
 _____ Workers' Compensation Liability Coverage: _____
 _____ Excess Liability or Umbrella Coverage: _____

14.3 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself and set forth the amount of the self-insured retention (SIR):

Liability: _____ SIR amount: _____
 Liability: _____ SIR amount: _____
 Liability: _____ SIR amount: _____
 Liability: _____ SIR amount: _____

14.4 For the last three years, state how many bodily injury, personal injury or property damage claims (whether or not your firm believes it was responsible for the loss or injury), filed by customers or third parties, that your firm forwarded to its insurance carrier(s). Include paid and unpaid claims:

14.4.3 2020: _____

14.4.4 2021: _____

14.4.5 2022: _____

14.5 In the past five years, has an insurance company or a surety company:

14.5.1 Refused to insure your firm for a type of insurance policy listed in Question 14.2 above?

14.5.2 Canceled or non-renewed your firm's insurance coverage?

If the answer to question 14.5.1 or 14.5.2 is **Yes**, identify the name of the insurance company or surety company; list the date; and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

15. CUSTOMER SERVICE COMPLAINTS AND DAMAGE CLAIMS

16. PUBLIC RECORDS EXEMPT INFORMATION

17. CREDIT AND REFERENCE CHECK

17.1 The City of Irwindale may: (1) request credit reports or investigative reports, or both, about your firm; and, (2) contact the reference, government entities and other persons listed in this proposal. The City of Irwindale will use this information to evaluate your firm's financial resources, responsibility and integrity with respect to this proposal, an award of the Contract, or any contract renewal. The City of Irwindale will treat any information that it obtains now or later as confidential.

17.1.1 Does your firm authorize the City of Irwindale to obtain credit and investigative reports about your firm?

☐ Yes ☐ No

17.1.2 Does your firm authorized the references, government entities and other persons listed in the proposal to release information about your firm to the City of Irwindale?

☐ Yes ☐ No

18. ADDITIONAL INFORMATION

Below, please state any other information that your firm believes is essential to a complete evaluation of the proposal. If your firm has no additional information, please state below: ***"Our firm does not have any additional information to present."***

19. ATTACHMENTS

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Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

- 19.1 _____
- 19.2 _____
- 19.3 _____
- 19.4 _____
- 19.5 _____
- 19.6 _____
- 19.7 _____
- 19.8 _____
- 19.9 _____
- 19.10 _____
- 19.11 _____
- 19.12 _____
- 19.13 _____
- 19.14 _____
- 19.15 _____
- 19.16 _____
- 19.17 _____
- 19.18 _____
- 19.19 _____
- 19.20 _____
- 19.21 _____
- 19.22 _____

19.23	
19.24	
19.25	
19.26	
19.27	
19.28	
19.29	
19.30	

20. **UNDER THE PENALTY OF PERJURY, PROPOSER CERTIFIES THAT:**

- A. This proposal is genuine, is not a sham or collusive, and is not made in the interest of or on behalf of any person, partnership, corporation, firm, organization or another entity not named or disclosed in the proposal;
- B. All facts and statements in the proposal are completely true, accurate and correct.
- C. By signing this proposal, each individual below represents and warrants that the individual:
 - (1) Has the right, power, legal capacity and authority not only to sign this Proposal on the Proposer's behalf, but also to bind the Proposer to this Proposal; and,
 - (2) Binds the Proposer to this proposal.

PROPOSER

By _____
Signature

Name _____
Printed

Title

Address _____

Telephone _____

ATTACHMENT D
PREVIOUS CUSTOMER REFERENCE WORKSHEET

Provide reference information for the service you are proposing in an environment similar in size and scope to the requirements of this project. Copy this form as appropriate.

Name of Customer:	
Customer Address	
Customer Contact Name(s)	
Customer Contact Phone Number(s)	

Brief description of work performed for this client (use additional sheets if necessary and include is reference is for broker, claims or administrative services):

Attachment E

EXEMPLAR TOW CONTRACT SERVICES AGREEMENT

CONTRACT SERVICES & FRANCHISE AGREEMENT

By and Between

CITY OF IRWINDALE

and

Official Police Tow Operator

CITY OF IRWINDALE

FRANCHISE AGREEMENT FOR TOWING CONTRACT SERVICES

THIS FRANCHISE AGREEMENT FOR TOWING SERVICES (herein "Agreement") is made and entered into this 13th day of _____, 2023, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and _____, a California corporation (herein "Operator").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF OPERATOR

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

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

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

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

2. FRANCHISE FEE

2.1 **Franchise Fee.** In return for the services authorized by this Agreement, Operator shall pay to City a monthly franchise fee of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) each month as compensation to provide exclusive Official Police Tow Services for the city of Irwindale. .

2.2 **Invoices.** Each month Operator shall furnish to the City an original report of all vehicles towed in accordance with this contract.

2.3 **Additional Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work.

PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding three (3) years from the date hereof.

3. COORDINATION OF WORK

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

4.2 Project Manager. The Irwindale **Chief of Police**, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Project Manager").

4.3 Prohibition Against Subcontracting or Assignment. Operator shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be

assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

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

4. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Operator shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

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

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

(e) Additional Insurance. Policies of such other insurance, as may be required

in the Special Requirements in Exhibit "B".

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Operator's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Operator shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Project Manager. No work or services under this Agreement shall commence until the Operator has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

Operator will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

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

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

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

5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

6.2 Reports. Operator shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement or as the Project Manager shall require.

6.3 Confidentiality and Release of Information

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

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

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

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

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

6. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

7. MISCELLANEOUS

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

regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to Laura Nieto or Armando Hegdahl, City of Irwindale, 5050 N Irwindale Avenue, Irwindale, California 91706 and in the case of the Operator, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Operator's Authorized Initials _____

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

[Signatures on the following page.]

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

CERTIFY AVAILABILITY OF FUNDS:

CITY:

City of Irwindale, a municipal corporation

Kambiz Borhani
Finance Director / City Treasurer

Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

ATTEST:

Adrian Guerra
City Attorney

Laura Nieto
City Clerk

OPERATOR:

By: _____

Name:

Title: President

Address:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
_____ TITLE(S) ☐ PARTNER(S) ☐ LIMITED	_____ TITLE OR TYPE OF DOCUMENT
☐ GENERAL	
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____ NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES AND TOW OPERATOR REQUIREMENTS

Operator will be responsible for all Irwindale Police Department (IPD) calls for tow services. Typical towing situations will include, but not limited to, removing illegally parked vehicles, towing inoperative vehicles as a result of a traffic collision, mechanical breakdowns, storing, or impounding vehicles for investigations, evidence or due to a violation of law. Additionally, those requests made to IPD by a private citizen for undesignated towing services will be referred to the appropriate tow provider. Operator recognizes there will be no charge for the towing of City vehicles either to the IPD, City Yard, or to a suitable local place of repair.

1. GRANT OF REFERRAL

IPD will refer all tow services to the Operator, on the condition that the Operator is available to perform the services set forth in its agreement within the City. The agreement applies to calls originating from or generated by or through IPD (collectively referred to as "calls" or "response calls"). If the Operator is not available at the time of the request or is unable to respond within the required time, the handling officer or field supervisor may request another towing service.

2. FRANCHISE FEE

For the privilege of being the exclusive Official Police Tow Service (OPTS) provider for the City of Irwindale, the city requires a minimum of a \$4,500 monthly Franchise Fee be paid to the city from the successful vendor. This Franchise Fee is not contingent upon the number of vehicles stored or impounded. Payment of the Franchise Fee must be submitted to the city within 15 business days following the previous month. Failure to remit fees is grounds for suspension and/or revocation of any award of Contract by the City of Irwindale in its sole determination.

3. LOCATION OF BUSINESS OFFICES AND MAIN STORAGE LOTS

Operator's office must operate and maintain a storage lot and business on the same site within one mile of the city limits of City to allow for convenient access by IPD personnel and the public. This lot will be referred to as the "primary storage lot."

Operator may operate a "secondary storage lot" outside of City which will be used for over-fill or back up purposes if the primary storage lot is full. This secondary storage lot must be within five miles of the city limits of City.

4. TOW TRUCK CLASSIFICATIONS

- A. Operator shall equip and maintain tow trucks covered under the agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.
- B. Operator shall provide three (3) classes of tow trucks, or may substitute a tow truck in a

larger weight category for the absence of a tow truck in a lower weight category:

Class A – Light Duty

Operator shall maintain a minimum of one tow truck with a manufacturer's Gross Vehicle Weight Rating of 14,000 to 19,500 pounds with wheel lift capabilities. In addition, the Operator may have a car carrier. Class A equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available through the Traffic Office at the IPD.

Class B – Medium Duty

Operator shall maintain at least one tow truck with a manufacturer's Gross Vehicle Weight rating of 26,000 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available at the Traffic Office of the IPD. Operator may have a carrier, but the carrier must be an additional unit.

Class C – Heavy Duty

Operator shall maintain or have access to at least one tow truck with a manufacturer's Gross Vehicle Weight rating of at least 48,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available at the Traffic Office of the IPD.

Class D – Super Heavy Duty Recovery Vehicle

Operator shall maintain or have access to at least one tow truck with a manufacturer's Gross Vehicle Weight rating of at least 54,000 pounds. The truck shall be equipped with air brakes, a rotator, and must be capable of providing and maintaining continuous air to the towed vehicle. If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle. Class D equipment specifications are those established by the California Highway Patrol, as amended from time to time, and are available at the Traffic Office of the IPD.

- C. Operator shall provide sufficient tow trucks in each of the foregoing classes of sufficient higher weight class tow truck substitutions to ensure that the Operator responds to each call for service within the 15-minute maximum response time. It is understood that the response time for heavy-duty tow vehicles may reasonably exceed the maximum response time.

6. TOW DRIVERS

- A. Operator shall ensure that only qualified and competent tow drivers respond to calls for service initiated by the IPD. Tow truck drivers shall be at least 18 years old and possess the following minimum class driver's license and qualifications:
- Class A Tow Truck – A valid class C license, or valid class A (1) license with a valid medical certificate.

- Class B Tow Truck - A valid class A (1) license with a valid medical certificate.
 - Class C/D Tow Truck – CTTA (California Tow Truck Association) certified within last five years, and a valid class A (1) license with a valid medical certificate.
- B. The Class (A) 1 license shall be endorsed to allow the operation of special vehicle configurations and/or special cargos.
 - C. Operator shall maintain a current list of drivers and provide IPD a list of drivers performing services for the City.
 - D. Operator shall enroll/participate in the Department of Motor Vehicle's Pull Notice Program. Current and new employees shall submit their California driver's license numbers to the Operator for input into Department of Motor Vehicle's Pull Notice Program.
 - E. Operator is required to enroll in a Drug Testing program for all drivers working in the City and the results shall be forwarded to the Traffic Supervisor.
 - F. Operator is required to pay the DOJ Live Scan fees for all drivers towing in the City (Live Scan to be performed at IPD).
 - G. Operator shall procure and maintain in full force and effect a City Business License during the term or any extended term.
 - H. Criminal History checks (All Felony/Fraud and DUI Convictions) on drivers working within the City.

7. RATES

- A. Operator shall not charge any fees in excess of the fees approved by the City Council.
- B. The total time for towing shall be computed from the time of call to the end of service. All time shall be charged at the hourly rate. Operator may charge a minimum of 60 minutes per call. All time spent on a call in excess of 60 minutes shall be charged in 15-minute increments. There shall be no additional charges (mileage, labor, etc.). Any secondary towing requested by a customer is subject to negotiation between the Operator and the customer. Operator shall inform the customer of all differences in the hourly rate for the secondary towing service and provide an estimate of the final cost.
- C. Charges for service calls at the request of the IPD (out of gas, lockouts, etc.) shall be computed from the time of call to the end of service. Service calls are charged at the hourly rate within a minimum of 30 minutes per call. Charges in excess of 30 minutes shall be charged in increments of 15 minutes.
- D. Fees for special operations:

For special operations involving Class B or C tow trucks, Operator shall only charge City-approved fees for "vehicle recovery operations" and "load salvage operations". Charges in excess of 30 minutes shall be billed in 15-minute increments. Hourly rates for auxiliary equipment including: (1) Auxiliary equipment (airbags, dolly, additional trailer, etc.); (2)

Contracted equipment (airbags, dolly, additional trailer, forklifts, scoop loaders, etc.); and
(3) Contract labor will be as approved by the City Council.

Regardless of the class of tow truck, charges shall not be more than the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class of truck.

E. Storage Fees

1. Operator shall only charge the storage fees approved by the City.
 2. Operator shall display in plain view at all cashiers stations a sign as described in California Civil Code section 3070 disclosing all storage fees and charges in force, including the maximum storage rate.
- F. Owners of vehicles stored 24 hours or less shall be charged no more than one day of storage. Each day thereafter shall be calculated by calendar days.
- G. The schedule of rates charged by Operator shall be available in the tow truck and shall be presented upon demand to the person(s) for whom the tow services were provided, or their agent, or the police officer at the scene.
- H. Operator shall submit a monthly report outlining the number of tows, the date and time of tow, the location of tow, and the release date and time of all towed vehicle.

8. RESPONSE TO CALLS

- A. Operator shall respond to calls generated by or through the IPD, 24 hours a day, seven days a week, within the maximum response time of 15 minutes. At the time of notification, Operator will advise dispatch when Operator(s) are unable to respond or meet the maximum response time.
- B. When an Operator vehicle that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway, an officer may request that vehicle's assistance in clearing the roadway. In such cases, the Operator may be requested, as directed by the officer, to move the vehicle to a safe location and leave it. There shall be no charge for this assistance. The Operator will clean the collision scene by sweeping up glass and other debris.
- C. All questions and disputes regarding the validity of the towing service rendered generating from a IPD call for service shall be referred to the Traffic Supervisor or his/her designee during business hours, Monday through Thursday, excluding holidays.

9. PAYMENT FOR TOWING SERVICES RENDERED

- A. Owners of vehicles towed by order or request of the IPD are responsible for all services, whether regular or special, associated with the towing service. Operator shall provide itemized bills, distinctively showing charges for all classifications of services, including the charges for late payment.

Neither City nor IPD will be responsible or liable for any costs of towing services in the event that the vehicle owner refuses or is unable to pay for the services.

10. BUSINESS HOURS

Operator shall have normal business hours from 0800 to 1700 hrs, five days a week (Monday through Friday) and 0800 to 1200 hours on Saturday, excluding legal holidays.

Police availability: Operator shall make their services available on a 24-hour, 7 day a week basis, including holidays.

Public availability: Operator shall have an employee available in person during normal business hours at the OPTS office to handle requests for service and release of impounded/stored vehicles. Normal business hours will be from 0800 to 1700 hrs, five days a week (Monday through Friday) and 0800 to 1200 hours on Saturday, excluding legal holidays.

11. STORAGE FACILITY

Storage lots must be in compliance with all City, State, and Federal regulations relating to the operation and maintenance of tow service business. Vehicles stored or impounded by order of the IPD must be stored at one of these lots unless prior approval is granted by the on-duty Watch Commander. Provisions must be made for adequate security of vehicles and property stored and under the control of Operator. Minimum standards for these lots include:

1. All vehicles shall be stored in a building or in an area that is enclosed by a substantial wall or fence which meets the requirements of the jurisdiction in which the facility is located, and approved by IPD.
2. Required storage facilities must comply with the Municipal Codes for the city that the business is located, and/or meet approved county codes if applicable.
3. Due to the involvement in the commission of crimes, preservation of evidence, or for other reasons the Operator shall maintain an enclosed locked storage facility where the storage spaces shall be protected from the elements of weather, tampering, and other forms of contamination.
4. Operator shall release personal property from the vehicle to the vehicle's owner or their agent upon demand and authorization by the IPD pursuant to California Vehicle Code § 22851(b). Items that are not affixed to the vehicle are considered personal property.
5. An impounded or stored vehicle shall be released only upon prior written authorization from the IPD.
6. A vehicle that is not impounded shall be released upon request of the registered owner or person in control of the vehicle, pursuant to California Vehicle Code § 22850.3.

12. BUSINESS RECORDS

- A. Operator shall maintain all tow records of services, including a description of vehicles towed, time, location of calls and total itemized costs of towing and storage. IPD may inspect, without notice, Operator's records during business hours.
- B. Lien sale records of vehicles towed or stored under the tow service agreement shall be

available to IPD for review during business hours.

- C. Records shall be maintained and available for inspection for a period of four years from the date of service provided.
- D. All records required to be kept by the Operator shall be available for inspection by representatives of the Inwindale Police Department and the California Highway Patrol during normal business hours or within reasonable time period requested by either agency for after hour inspection.

13. COMPLIANCE WITH LAW

- A. Operator shall at all times comply with Federal, State, and local laws and ordinances.
- B. In the event of a traffic infraction or misdemeanor traffic violation by a tow truck driver, IPD reserves the right to request that such driver be removed from providing services to City, and Operator shall immediately comply with such request.
- C. Operator and/or its employees and/or drivers shall not have convictions of specific sexual crimes (those outlined in Section 2432.3(b)(2) of the California Vehicle Code), violent crimes, or drug, alcohol, theft, fraud, embezzlement, or similar crimes which directly relate to his/her/its fitness to provide services. Any conviction may be cause for termination of the tow service agreement. Alternatively, IPD may request that any employee or driver convicted of any such crime be removed from providing services to City, and Operator shall immediately comply with such request.
- D. Any misdemeanor conviction of an owner or principal of Operator and/or any employee or driver of Operator involving stolen or embezzled vehicles or fraud related to the towing business may be cause for termination of the tow service agreement. Alternatively, IPD may request that any employee or driver convicted of any such crime be removed from providing services to City, and Operator shall immediately comply with such request.
- E. If Operator or any employee or driver is arrested or charged for a violation involving any of the crimes set forth in subsections (C) or (D), above, City may suspend this Agreement with Operator until the case is adjudicated. Alternatively, City may direct that the arrestee or person charged be removed from providing services to City until the case is adjudicated, and Operator shall immediately comply with such direction.

14. EQUIPMENT SPECIFICATIONS

Tow truck equipment specifications shall be those established by the California Highway Patrol, as amended, and are hereby incorporated by reference as if set forth herein.

15. OTHER SERVICES

- A. The Operator will provide additional services by way of supporting legitimate law enforcement purposes and events. Examples include, but are not limited to, driver license and sobriety checkpoints, crime scene support, and community events. The Operator will provide lighting, cones, and other traffic control devices during checkpoints as required by the City. The operator shall maintain a minimum of six electric or gasoline powered

freestanding lighting towers capable of illuminating the roadway and adjacent staging areas for any authorized traffic check point or major crime scene.

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Resolution Casting the City of Irwindale's Vote for City of Covina Councilmember Hector Delgado to Represent Cities with Prescriptive Pumping Rights as an Alternate Member on the Board of the San Gabriel Basin Water Quality Authority

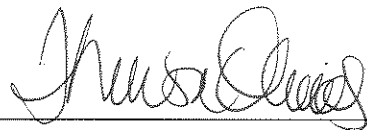
City Manager's Recommendation:

Adopt Resolution No. 2022-127-3377 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CASTING ITS VOTE FOR CITY OF COVINA COUNCILMEMBER HECTOR DELGADO TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY".

Administrative Action:

Prepared /Submitted by:

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

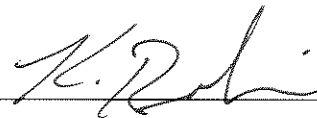


Reviewed by:

Adrian R. Guerra, City Attorney

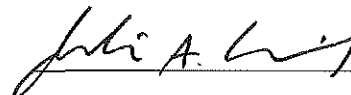
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993 to develop, finance and implement groundwater treatment programs in the San Gabriel Valley. The WQA consist of a 7-member board consisting of one member of each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin.

The board member's term and alternate representing cities with pumping rights will expire January 1, 2026. The position of board member is held by Mayor Robert Gonzalez from the City of Azusa, with the alternate board member position currently vacant. Nominations from eligible cities were submitted to the WQA with the election for this seat to take place on December 21, 2022 at 12:00 p.m. at the WQA office.

At its special meeting held Thursday, November 17, 2022, the Irwindale City Council unanimously directed staff to prepare a resolution to cast its votes in support of City of Covina Councilmember Hector Delgado's appointment to serve as Alternate Board Member representing cities with prescriptive pumping rights to the Water Quality Authority. The proposed resolution casting the City of Irwindale's vote will be hand delivered to the WQA office on Monday, December 19, 2022.

Fiscal Impact:

None

Attachment:

Proposed Resolution No. 2022-127-3377

RESOLUTION NO. 2022-127-3377

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA, CASTING ITS VOTE(S) FOR CITY OF COVINA
COUNCILMEMBER HECTOR DELGADO TO REPRESENT CITIES WITH
PRESCRIPTIVE PUMPING RIGHTS AS AN ALTERNATE MEMBER ON THE BOARD
OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of Irwindale is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

WHEREAS, the City of Irwindale must cast its vote(s) for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

WHEREAS, the City of Irwindale must cast its vote(s) by resolution of the city council;

WHEREAS, the resolution of the City of Irwindale casting its vote(s) must be received by the San Gabriel Basin Water Quality Authority no later than December 20, 2022 at 12:00 p.m. with a signature required.

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

Section 1. The City Council of the City of Irwindale casts its full vote(s) for City of Covina Councilmember Hector Delgado as the alternate San Gabriel Basin Water Quality Authority board member for cities in the San Gabriel Basin with prescriptive pumping rights.

PASSED, APPROVED AND ADOPTED this 14th day of December, 2022.

Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-127-3377 was adopted at an regular meeting of the Irwindale City Council held on the 14th day of December 2022, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Reasonable Accommodations Policy for Public Agency Brown Act Meetings

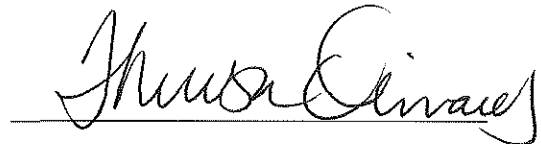
City Manager's Recommendation:

Approve and Adopt the Reasonable Accommodations Policy for Public Agency Brown Act Meetings.

Administrative Action:

Prepared /Submitted by:

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

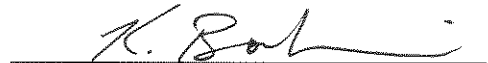


Reviewed by:

Adrian R. Guerra, City Attorney

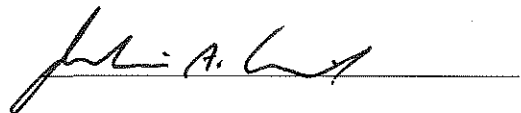
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The attached Reasonable Accommodations Policy for Public Agency Brown Act Meetings has been prepared to comply with Government Code Section 54953(g), which requires all public agencies, starting January 1, 2023, to have and implement a written procedure to receive and resolve reasonable accommodation requests for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. Individual requesting reasonable accommodations include members of the public, staff, and members of the legislative body. It is therefore recommended that the City council approve and adopt the attached Reasonable Accommodations Policy

Fiscal Impact: None

Attachment: Reasonable Accommodations Policy for Public Agency Brown Act Meetings

REASONABLE ACCOMMODATIONS POLICY FOR PUBLIC AGENCY BROWN ACT MEETINGS

Effective January 1, 2023, Government Code Section 54953(g) requires that all public agencies have and implement a written procedure for receiving and swiftly resolving reasonable accommodation requests for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. Requests may be made by any individual that participates or conducts the meeting, such as members of the public, staff, and members of the legislative body.

Readily Available Accommodations

Any of the following accommodations can be provided for a publicly-noticed City meeting or meetings open to the public, upon request:

- Agendas and staff reports: Upon request, any agendas or staff reports can be made available in appropriate alternative formats to persons with a disability, including hyperlinks where appropriate so that the user can access the linked information.
- For individuals with hearing loss: Qualified interpreters on-site; assistive listening devices; or voice and video-based telecommunications products and systems,
- For individuals with visual impairments: Qualified readers; audio recordings; or large print materials. Electronic agendas should be compatible with the screen readers that are commonly used by those who are visually impaired.
- For individuals with mobility impairments: ADA accessible facilities, including ramps to access council chambers; Zoom/telephone access.

Additional Accommodations (Upon Request)

Individuals who are deaf or hard of hearing, who are blind or have low vision, have mobility impairments, or have any other disability, may also request accommodations other than those readily available using the process outlined below. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. Note that an accommodation will be considered to be unreasonable and will not be provided if it imposes undue financial or administrative burdens on the City, or requires a fundamental alteration in the nature of a program. If a particular accommodation is unreasonable, the City will offer an alternative accommodation that is reasonable.

Process to request an additional accommodation:

1. If you have an additional accommodation that is not identified above, please submit a request for such accommodation as soon practicable, at least 48 hours prior to the meeting or time when services are needed. The sooner the request is made, the more likely it is that the City can provide the accommodation or an alternative. You can make this request yourself, or someone can make it on your behalf with your permission.

2. Your request can be made orally or in writing, and you should submit it to the City Clerk's Office or to the City Manager so as to avoid delay in reviewing and processing the request. Requests can be made by contacting City Hall at (626) 430-2200, via email to the Chief Deputy City Clerk Laura Nieto <lnieto@IrwindaleCA.gov>, or by mailing such a request to the City Clerk's Office located in Irwindale City Hall (505 N. Irwindale Avenue, Irwindale, CA 91706. Note that if you contact the City Clerk's Office via mail, you need to make the request early enough that a response can be timely provided.

3. Your request for an accommodation must provide the following information:

- (a) *What accommodation?* We need to know the type of accommodation you are seeking, and/or how the accommodation will allow you to access and participate in the meeting. You are not required to disclose the particular disability, instead a general statement of explanation will suffice. You may, but are not required to, submit a letter from a physician to the effect that the requested accommodation is required for you to access and participate in the meeting.
- (b) *Contact information.* You must give staff current contact information so they can respond in a timely manner. This can be a mailing address, an email address, or telephone number, for example. Note that if only a mailing address is provided, you need to make the request early enough that a mailed response can be timely provided.
- (c) *Which meeting or meetings?* Please specify if the accommodation is requested for a specific meeting, or for all or a series of meetings before a particular body.

Procedures for City Staff:

A. Any staff member who receives, or believes they may have received, an accommodation request, will promptly relay the request and the requestor's contact information to the City Clerk, City Manager, or City Attorney.

B. The City Attorney's Office may be requested to assist in the review of requests, and assist staff in providing a response to the requestor as soon as practicable.

C. All reasonable accommodation request responses shall be provided in writing, when such written response can be transmitted in a timely manner prior to the start of the specific meeting. Otherwise, the response will otherwise be provided orally. Responses will identify whether the accommodation is granted or granted in the alternative, and any instructions necessary to access the accommodation. If denied the response will identify the grounds for denial. City staff will document requests and responses provided orally.

D. The law requires that all doubt be resolved in favor of accommodations. Staff will make reasonable efforts to communicate with requestors to obtain clarifications or to discuss whether alternative accommodations will be viable.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1M

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Theresa Olivares, Assistant City Manager
Issue: Award of Contract to VectorUSA for the Security Surveillance System & Installation

City Manager's Recommendation:

That the City Council adopt Resolution No. 2022-125-3375 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE A CONTRACT TO VECTORUSA, AUTHORIZING A CARRYFORWARD OF FUNDS, AND APPROPRIATING ADDITIONAL FUNDS FOR THE PURCHASE AND EQUIPMENT INSTALLATION OF THE SECURITY SURVEILLANCE SYSTEM & INSTALLATION."

Administrative Action:

Prepared by:

Jeff Wagner, IT Manager
(626) 430-2258

Submitted by:

Theresa Olivares, Assistant City Manager

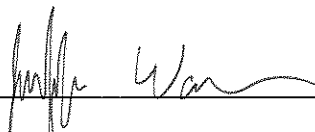
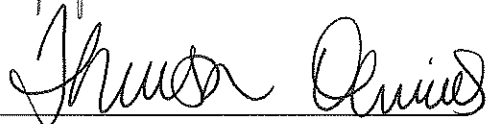
Reviewed by:

Adrian R. Guerra, City Attorney

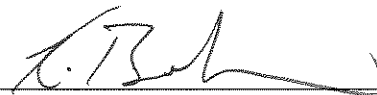
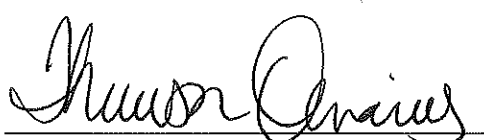
Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Theresa Olivares, Assistant City Manager

Electronically Approved

Background and Analysis:

In May 2021, Council received a status report on the video surveillance systems installed throughout City facilities; highlighting deficiencies with the current system. Specifically, several of the cameras located within the Police Department, City Hall and Dan Diaz Recreation Center were failing, nonoperational, and unable to archive the state mandated 365 days of video storage. In June 2021, the City Council approved staff's Centralized Video Surveillance System report recommending camera replacement at the Police Department, City Hall, and Dan Diaz Recreation Center, and requested camera installation at all City facilities, Irwindale Park, and Jardin De Roca Park. Additionally, Council appropriated \$400,000 to initiate the project, and directed staff to begin working on the project scope and release an RFP for the project.

Staff completed the RFP scope in January 2022 and released the RFP February 7, 2022. The scope included the facility improvement project approved in FY 2021-22 to upgrade/install an Access Control System within the Police Department and City Hall, allowing for security integration between the two systems. The scope also included an upgrade to the City's fiber optic infrastructure. A site walk was conducted, proposals were received, and interviews were conducted; however due to inconsistencies in the proposal and legal counsel's recommendation, staff withdrew the RFP on May 10, 2022.

As staff revised the RFP, staff visited multiple public safety agencies and talked to surrounding IT Managers to assess the capabilities of various systems. It was evident during the meetings that the Verkada, Inc. (Verkada) surveillance camera system demonstrated the ability to meet the City's needs, is recognized as a leader in the security surveillance industry, and is the only company with the technological advancement in hybrid cloud-based access and storage. The technology deployed by Verkada will allow the City to be flexible and in compliance, and no server storage upgrade would be required if the number of cameras increases in the future. The assessment of the Verkada system was affirmed by Interim Chief Castro upon him joining the team.

Irwindale Municipal Code Section 3.44.080 (E) states that the city council can dispense with bidding when cooperative purchasing provides an advantage of large-scale buying may be obtained. Due to the purchasing power of a large entity, such as Oregon Educational Technology Consortium (OETC), local governments realize substantial discounts on purchases that apply to these contracts. The selection of VectorUSA (Vector), a designated Verkada Solutions provider was made based on the quote provided to staff and the award of contract OETC-21B-Camera&Video-Verkada on June 24, 2021, with an expiration date of June 23, 2024. The final pricing for the Verkada security system is \$576,436.75. The final proposed rates include 93 cameras capable of the 365-day onboard recording cameras (10-year warranty), 3-year licensing software, and cloud storage.

The City conducted a three (3) month demo of the Verkada system, allowing staff test out every aspect of the hardware and software. Upon completion of the demo Verkada assigned a certified Verkada partner, Vector, to provide the consultation,

planning, and site plan/walk through of all City facilities to determine the size and scope of the project. A series of collaborative meetings were conducted with City IT, and Police Command Staff.

Staff verified Vector's references and found their past performance on jobs of similar size and scope of work to be exemplary. Vector has performed similar work for the cities of Fontana, Riverside, and Palm Desert. Staff also verified Verkada's references and all the clients expressed their satisfaction with the system.

Fiscal Impact:

Total cost for the project is \$691,724.10 (\$576,436.75 + \$115,287.35 (20% contingency)). Staff is recommending splitting this cost between General Fund (\$451,674.91) and Mining Impact Fund \$240,049.19 respectively.

The adoption of Resolution No. 2022-125-3375 authorizes: 1) carryforward of the remaining balance of the \$400,000 budget appropriated by the City Council back on June 9, 2021, and \$60,000 budgeted for the "City Hall & PD Access Control System" in Fiscal Year (FY) 2021-2022 to FY 2022-2023, 2) amend FY 2022-2023 adopted budget by appropriating an additional \$240,049.19 from Mining Impact Fund reserve account.

Attachment(s):

1. Resolution No. 2022-125-3375
2. Contract Service Agreement

RESOLUTION NO. 2022-125-3375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE A CONTRACT TO VECTORUSA, AUTHORIZING A CARRYFORWARD OF FUNDS, AND APPROPRIATING ADDITIONAL FUNDS FOR THE PURCHASE AND EQUIPMENT INSTALLATION OF THE SECURITY SURVEILLANCE SYSTEM & INSTALLATION.

WHEREAS, the current security cameras throughout the Police Department, City Hall and Dan Diaz Recreation facility are obsolete and have begun to fail. Citywide, the City has fifty-three (53) closed Circuit Television cameras installed. The video recorded from these aging analog cameras is stored on multiple consumer grade video records utilizing mechanical hard drives; and

WHEREAS, new technology has made the current camera systems obsolete; and

WHEREAS, Government code 34090.6, states any routine video monitoring must be retained for one year. "Routine video monitoring" means video recording by a video or electronic imaging system designed to record the regular and ongoing operations. The system installed shall be capable of storing a minimum of 365 days of storage for each camera; and

WHEREAS, Irwindale Municipal Code ("IMC") Section 3.44.080(E) states that the City Council can dispense with bidding when "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained"; and

WHEREAS, staff proposes to contract with VectorUSA to install all new cameras and cabling of a hybrid cloud-based access and storage by a cooperative purchase through the Oregon Educational Technology Consortium (OETC), a consortium created to negotiate educational technology contracts that are backed by RFPs and comply with local and state laws in Oregon, Washington, Idaho, Montana, Nevada, California, Alaska and Hawaii; and

WHEREAS, education and government entities, as well as nonpublic schools and nonprofit organizations, may participate with OETC as a participating agency for cooperative purchases; and

WHEREAS, the selection of VectorUSA (Vector), a designated Verkada Solutions was made based on the quote provided to staff and the award of contract OETC-21B-Camera&Video-Vetkada on June 24, 2021, with an expiration date of June 23, 2024; and

WHEREAS, the total cost for the project is \$691,724.10 (\$576,436.75 + \$115,287.35 (20% contingency)). Staff is recommending splitting this cost between General Fund (\$451,674.91) and Mining Impact Fund (MIP) \$240,049.19 respectively; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080(E), authorize the issuance of a purchase order to, and execution of a purchase agreement with, VectorUSA, to purchase and install ninety-three (93) Verkada cameras, five (5) Verkada viewing stations with 65" wall mounted television, Verkada Access Control solution for sixteen (16) doors located at the Irwindale Police Department and Irwindale City Hall with Electrified Door hardware and card readers, 12-strand single-mode OS2 indoor/outdoor armored fiber optic cable from the City Hall security operation center (SOC) to each city facility network closet.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

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

SECTION 2. The City Council hereby finds that a cooperative purchase through OETC, a consortium created to negotiate educational technology contracts that are backed by RFPs and comply with local and state laws in Oregon, Washington, Idaho, Montana, Nevada, California, Alaska and Hawaii, is authorized pursuant to Irwindale Municipal Code Section 3.44.080(E).

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process pursuant to Irwindale Municipal Code Section 3.44.080(E) and authorizes the issuance of a purchase order to VectorUSA.

SECTION 4. The City Council of the City of Irwindale hereby authorizes a carryforward of the remaining balance from the \$400,000 appropriated by the City Council in June 2021 and \$60,000 budgeted in FY 2021-2022 for the "City Hall & PD Access Control System" to FY 2022-2023

SECTION 5. The City Council of the City of Irwindale appropriates funding in the amount of \$240,049.19 from the Mining Impact Fund reserve account.

SECTION 6. The City Council of the City of Irwindale hereby authorizes the Assistant City Manager to enter into a purchase agreement with VectorUSA, in the amount of \$576,436.75 with a 20% contingency in the amount of \$115,287.35, which totals \$691,724.10 to purchase and install ninety-three (93) Verkada cameras, five (5) Verkada viewing stations with 65" wall mounted television, Verkada Access Control solution for sixteen (16) doors located at the Irwindale Police Department and Irwindale City Hall with electrified door hardware and card readers, 12-strand single-mode OS2

indoor/outdoor armored fiber optic cable from the City Hall security operation center (SOC) to each City facility network closet.

SECTION 7. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 14th day of December 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-125-3375 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th day of December 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



VRN 109302-005
December 8, 2022

Prepared For:

City of Irwindale
Jeffrey Wagner
5050 N Irwindale Avenue
Irwindale, CA 91706

Project Description:

Security Surveillance System & Installation
Proposal 3, V.2 – Verkada 3-Year

Prepared By:

Matthew Drulias
Account Executive
(310) 916-1076
mdrulias@vectorusa.com

Lane Werley
Estimator
lwerley@vectorusa.com

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Cover Letter

Jeffrey Wagner
Director of Information Technology
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Mr. Wagner,

On behalf of Vector Resources, dba VectorUSA, I am pleased to submit this proposal for the upgrade of the Video Surveillance and Access Control for the City of Irwindale. Our proposal is based upon careful review of all documents provided by the City of Irwindale, along with notes collected during site walks and additional calls.

VectorUSA has included in our proposal all necessary costs for procurement and implementation of new Cameras and Access Control protect city resources. It is always VectorUSA's approach to offer "best of breed" technologies to provide the best value for our clients, and we believe a Verkada camera and access control solution to be the best option due to its robust yet simple cloud-based platform.

Our team has been successful in providing all necessary equipment, labor, and services to design and implement Video Surveillance and Access Control for cities across Southern California — we attribute our success to being adaptable and self-sufficient. VectorUSA has a staff of dedicated Project Managers with extensive backgrounds and experience working with cities, which allows us to complete projects in any reasonable time frame desired and assist with any questions or concerns that may arise during implementation.

On behalf of VectorUSA, I would like to thank you for your consideration and the opportunity to submit this proposal. We look forward to working with your team to protect the people and assets of City of Irwindale.

Respectfully,

Matthew Drulias
Account Executive
(310) 436-1076
mdrulias@vectorusa.com

Company Overview

VectorUSA's corporate vision is to become the unsurpassed standard in "connecting people to information and the world." We build our business one customer at a time through our family of dedicated employees providing reliable, high quality communications designs and solutions that exceed our customers' expectations.

Headquartered in Torrance, CA, with offices in San Diego, CA, Rancho Cucamonga, CA, Scottsdale, AZ and Charlotte, NC, VectorUSA maintains an industry-wide reputation for delivering the highest quality products and services while executing projects on time and on budget in all types of production environments.

VectorUSA employs more than 350 people trained and certified to support the products and services we offer. Through continuous training and education, we maintain numerous certifications in the areas of Data Center Design and implementation, Collaboration / Video Conferencing, Unified Communications / VoIP, Cloud, Network Infrastructure, Wireless Networking, Cyber Security, Physical Layer - Fiber and Copper Infrastructure, Surveillance & Analytics, Access Control as well as Commercial and Professional Audio-Visual Systems.

Customer service and support is paramount; to provide the best service possible, VectorUSA has two network operation centers one in California and another in North Carolina. This allows us to provide 24/7/365 coverage to our clients.

VectorUSA has established partnerships with the industry leading manufacturers included in our products and service portfolio. Our partnerships include Cisco Gold, Cisco Data Center Architecture, Cisco Collaboration Architecture, HP Enterprise / Aruba Platinum, Microsoft, VMWare, Veeam, Fortinet, Qognify, Milestone Gold, Avigilon, Axis, Hanwa Gold, Siemon Company, CommScope, Corning, Sumitomo, Hitachi, Crestron, Extron as well as other industry leading manufacturers.

Statement of Work

Surveillance Installation

Overview

VectorUSA will provide a new surveillance system, replacement access control system, replacement intercom system, and new backbone fiber cabling for the City of Irwindale. **VectorUSA has used Los Angeles County prevailing wage labor rates in this proposal.**

VectorUSA has used prices in accordance with the Oregon Educational Technology Consortium contract: **OETC-21B-Camera&Video-Verkada**. This contract has been used to facilitate the procurement of Verkada hardware and professional installation services for Cities, Counties, and School Districts in the state of California and the United States.

Cameras and Mounts

VectorUSA will provide and install a total of ninety-three (93) new Verkada cameras. The camera models and types to be installed are as follows:

Outdoor Cameras

- (4) Verkada CD42-E – 5MP Outdoor Fixed Dome w/ IR – (4) Surface Mount
- (23) Verkada CD52-E – 5MP Outdoor Dome w/ IR – (10) Wall Mount, (4) Surface Mount, (9) Pole Mount
- (1) Verkada CB51-E – 5MP Outdoor Bullet w/ IR – (1) Pole Mount
- (1) Verkada CB51-TE – 5MP Zoom Outdoor Bullet w/ IR – (1) Wall Mount
- (5) Verkada CF81-E – 12MP Outdoor Fisheye w/ IR – (5) Tilt Mount

Indoor Cameras

- (4) Verkada CM41 – 5MP Indoor Mini Dome w/ IR – (4) Surface Mount
- (50) Verkada CD42 – 5MP Indoor Dome w/ IR – (50) Surface Mount
- (4) Verkada CD52 – 5MP Indoor Dome w/ IR – (4) Surface Mount

Camera numbers and locations are shown in the created IPVDM drawings that can be provided separately from this proposal document. Camera views will be configured by VectorUSA with the direction of the end user main point of contact. A lift will be required to reach the cameras on the poles in this design.

Servers, Storage and Licensing

Ninety-three (93) 3-Year Verkada camera licenses will be provided to add the new cameras to the cloud-based video management software (VMS). All 5MP cameras listed above will have 365 days of recording on the camera and the five fisheye cameras will have 90 days retention on the camera with an added 365 days of cloud storage licensing for three (3) years.

Viewing Station and Displays

Five (5) Verkada viewing stations will be provided and installed on five (5) 65" ViewZ displays that will be wall mounted within the security operations center (SOC). The viewing stations will present a live view of the cameras and the city can customize the live camera tile configuration as they need. The walls are assumed to be properly braced and have existing power outlets for the displays available. It is assumed the existing SOC will be used for the live viewing portion of the VMS and will access the views through the web browser. The size of the displays will be confirmed with the end user main point of contact on the initial job walk as it is assumed a few of the displays will need to be smaller to fit the mounting locations. These changes will be addressed with a written change order.

Switching

VectorUSA assumes there will be existing switches with PoE capability to connect the new cameras or new ones will be provided by the end user per the old RFP specifications and sticking with that design.

Power

VectorUSA assumes there will be existing switches with PoE capability to connect the new cameras to or new ones will be provided by the end user. None of the new cameras will require power injectors or dedicated power. It is also assumed there will be existing power to connect the new servers and the power will be redundant or will have failover to a UPS.

VectorUSA will extend existing power at the Jardin de Roca Park pole to the new camera and wireless radio. VectorUSA will provide a small power supply in a pole mounted box that will connect to the camera and radio on the pole. It is assumed the power will not require a stepdown transformer and it is not switched power.

Connectivity

VectorUSA will provide and install new Category 6 copper cable to connect to the new cameras. Cables will have a permanent link between the patch panel in the IT Closet and a surface mount box near the camera location. Patch cords will be installed on each side with one connecting to the camera from the surface mount box and one connecting to the existing switch from the patch panel. Patch panels will be supplied by the end user and will be installed by VectorUSA. It is assumed the patch panels will be populated with jacks.

Point-to-Point Wireless

VectorUSA will provide, install, and configure one (1) wireless point-to-point link between the main building at Jardin de Roca Park and camera #90 out on a pole by the tennis court. There is existing power that will be brought to the Fluidmesh Ponte 50 wireless radio and the camera on that pole by VectorUSA.

Pathway

VectorUSA has included pathway to any cameras that needs to be installed on a pole, and cameras that need to be installed on an external wall of a building to be offset away from the penetration made in the building.

Access Control Installation

Overview

VectorUSA will provide and install all components for a new Verkada Access Control solution that will start by including sixteen (16) doors on the system and will integrate with the Verkada VMS ecosystem.

Door Controller Hardware

VectorUSA will provide and install four (4) new Verkada access control 4-door panels in the IDFs in the City Hall/Police Department building. Each controller includes room for four doors which will give room for sixteen total doors for the building. The controllers will be automatically updated via the cloud and will be managed remotely through the Verkada software. Cameras can be integrated to the doors so a video can be linked to the badge swipe at a door. Door numbers and location are provided in Table 1.

Sixteen (16) Verkada door licenses will be provided to add the doors/readers to the Verkada cloud-based software.

Card Readers

VectorUSA will provide and install sixteen (16) new Verkada card readers to be installed on fourteen (14) doors. One (1) door will be a roll-up gate and will not require a reader, and two (2) other doors will require an entry and exit reader. There was found to be room to add one additional door to the Verkada panel, so VectorUSA has included the material and licensing to fill the four panels. (100) Verkada access control cards will be provided with the new system. The above doors and placement of readers will be confirmed on the initial site walk.

Electrified Door Hardware

VectorUSA will provide and install nine (9) new electrified door strikes for the doors as specified in Table 1 and listed in blue. Electrified door hardware was chosen based on door type, existing door hardware, and size of the door. It was assumed all the existing door hardware could be used for this project. If it is found out onsite that the door hardware is broken and needs to be replaced, the adjustment will be addressed via a written change order. From the second site walk conducted for the Verkada solution, seven (7) new exit devices will be added and installed on doors 2, 8, 9, 10, 14, 15, and 16 shown below in red. Based on information gathered from the second site walk, the door strikes on those doors will remain in the proposal to cover the rest of the doors with existing locks. The existing locks are assumed to need to be replaced.

Table 1: Table list of doors to be connected to the new Access Control System + Door Hardware

Door #	Location/Description	Locking Hardware
1	PD Parking Lot Gate	Existing Lock
2	PD Back Parking Lot Door	Existing Lock (New Exit Device added)
3	Sally Port Gate	Roll-Up Gate Existing
4	Sally Port Jail Door	Existing Lock (TBD)
5	Evidence	HES 1600-CS-630-LM
6	Jail to PD Interior	HES 4500C-630-LBM
7	Armory Door	HES 1600-CS-630-LM
8	Men's Locker Exterior	Existing Lock (New Exit Device added)
9	PD Chamber Door	(New Exit Device)
10	PD Lobby Inner Door	Existing Lock (New Exit Device added)
13	City Hall Kitchen	HES 4500C-630-LBM
14	City Hall East by IT Svr Room	(New Exit Device)
15	City Hall East by Admin	(New Exit Device)
16	City Hall South	(New Exit Device)

A post award site walk will be done to confirm all door hardware part numbers, so they fit the existing doors. The existing sally port door will need to be analyzed on the initial walk as it is difficult to tell what locking hardware will work the best for this door. All the doors will receive an initial kick-off walk to confirm door sizes, thicknesses, pathway, and other items. All door hardware counts will be solidified on that walk and an adjustment to the hardware items will be submitted.

Power

VectorUSA will provide and install three (3) new Altronix wall mount power supplies that will power the new and existing (if used) door hardware for the access control system. VectorUSA assumes there is existing power near the open space where the new wall mount power supplies and access control panels will be installed.

Connectivity

VectorUSA will provide and install the following cables to each door for the access control hardware:

- 18 AWG 6 Strand Plenum Shielded Cable
- 22 AWG 4 Strand Plenum Shielded Cable
- 18 AWG 4 Strand Plenum Unshielded Cable

VectorUSA assumes existing pathway to the interior doors is existing for the doors listed above. Pathway around the door to reach the door hardware on the exterior doors that do not have open walls will be provided and installed by VectorUSA.

Pathway

VectorUSA assumes existing pathway to the interior doors is existing for the doors listed above. Pathway around the door to reach the door hardware on the exterior doors that do not have open walls will be provided and installed by VectorUSA.

Intercom Installation

VectorUSA will provide and install a new intercom system that can be integrated with existing workstations or can be connected via SIP protocol to existing IP based phones. The intercoms will have audio and video and there are cameras to be installed to view the areas near the intercoms. VectorUSA will provide and install three (3) Axis (P/N: 01995-001) IP Network Video Intercoms that will replace three (3) existing intercom units. The connection to the door hardware and automatic door motors will be connected to the relay so the doors and locks can be triggered to open. The goal is to use the upcoming Verkada intercom that has not been released yet. The existing pedestals and pathway out to them will need to be analyzed per discussions had with the end user main point of contact.

Backbone Fiber Installation

VectorUSA will provide and install new backbone fiber to run between the MDF and IDF through the City of Irwindale City Hall Campus. The new fiber will be Corning 12-strand single-mode OS2 indoor/outdoor armored cable (P/N: 012E8P-31131-A3) and each end will terminate into the IDF as labeled in the provided "Facility Diagram & Fiber Optic Cable Path" that is include in the Appendix at the end of this proposal document. Each segment depicted on the drawing will be continuous and will not be spliced at any midpoint between the IDFs. The fiber will terminate on each end into fiber splice cassettes (P/N: CCH-CS12-A9-P00RE) that will be mounted into Corning CCH enclosures (P/N: CCH-01U or CCH-02U) in each MDF/IDF.

Optional Fiber Run

There is one (1) segment on the fiber optic backbone diagram in blue that is meant to be an optional part of this proposal. VectorUSA has included this fiber run broken out from the rest of the proposal as an optional part of this project. One fiber segment will terminate in the IDFs of the Senior Center and the Public Works Engineering and Planning building with a splice cassette on each end. A site walk will take place prior to the start of the project to look at this section of pathway to make sure the fiber pull can be done.

Assumptions

- VectorUSA assumes patch panels will be provided by the end user and will be installed by Vector.
- The patch panels are assumed to be populated with jacks for copper termination.
- VectorUSA assumes the existing SOC will be used to setup the new VMS and live viewing access will be established through that room.
- VectorUSA assumes proper access will be given to the rooms and locations required in this project. If any delays occur in receiving access to buildings, it will need to be addressed via a written change order.
- VectorUSA assumes the existing locks are in working order and useable for this project, if they are found out to be broken onsite, they will need to be changed out.
- VectorUSA assumes there is enough rack space to install the new access control power enclosures.
- VectorUSA assumes all existing switches are PoE and have enough open ports for the new cameras.
- VectorUSA assumes the underground pathway for the new backbone fiber has enough room for the new fiber cable segments.
- VectorUSA assumes SFPs for the existing switches will be provided by others.
- VectorUSA assumes grounding is existing and no grounding will be provided in this project.
- VectorUSA assumes there is proper bracing of the wall where the displays will be installed.
- VectorUSA assumes there is existing power on the walls in the locations where the displays will be installed.
- VectorUSA assumes a new internet line will be brought to Jardin De Roca Park in the main building so the wireless point-to-point solution from the City Hall/Police radio tower will not be needed or included in this proposal.
- VectorUSA assumes an initial walk will take place to look at the fiber run pathway and note any issues if found to the city.
- VectorUSA assumes the walls are properly braced to receive the install of the new displays and there are existing power outlets to connect to for the displays.

If any of the above assumptions are found to be incorrect, the adjustment to the project will be submitted in the form of a written change order.

Exclusions

- VectorUSA excludes providing any electrical for the MDFs or IDFs.
- VectorUSA excludes providing PDUs or UPSs.
- VectorUSA excludes any work that will require road closures.
- VectorUSA excludes providing any new poles or underground pathway as it is to be provided by the city or others.

Project Parameters / Caveats

Change Order: Any work that is added to or deleted from the original scope of this proposal that alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

Proprietary Information: The information contained in this document is proprietary to VectorUSA and intended to be used as evaluative and / or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from VectorUSA.

Add & Delete: Any additional work requested outside of the scope of work will be considered as separate work and addressed in the form of a written change order. This proposal is not to be used as an "add & delete" schedule.

Defective Materials: If, due to problems with the existing hardware and / or materials provided by the client or other third parties, there is a delay and / or VectorUSA is unable to perform the work outlined in the scope of work it will be addressed in the form of a written change order.

Extraordinary Service: Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by VectorUSA, through no fault of its own, shall be reimbursed to VectorUSA by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling fees (e.g., extra distance, no loading dock, extra stairs, extra demurrage charges); 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled; 3) expenses incurred by VectorUSA to resolve network compatibility issues caused by a client's election to substitute non-VectorUSA provided equipment or services; and 4) expenses incurred by VectorUSA for additional installation time and / or materials caused by a site not being prepared as called for in this proposal. VectorUSA shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to VectorUSA's fault or negligence, VectorUSA shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both, to reflect such charges and any related delay.

Schedule: VectorUSA plans to implement this project in a continuous fashion or following the baselined schedule if submitted as part of this project. If delays or changes are introduced that are outside of VectorUSA's control, and those changes result in additional cost those costs will be addressed in the form of a written change order.

Delays: The client must provide five (5) working days advance notice of any delays that will impact this project. If proper notice is not provided VectorUSA reserves the right to issue a work stoppage change order. Additionally, idle time incurred due to the absence of required escorts, clearance, permits, inability to enter the workplace, delays by other trades or other factors beyond VectorUSA's control will be addressed in the form of a written change order.

Workdays / Overtime: All work will be performed during VectorUSA's standard business hours of 7am - 5pm, Monday – Friday, or as specified in the statement / scope of work. If changes to the stated work hours are required due to conditions outside of VectorUSA's control result in additional cost those costs will be addressed in the form of a written change order.

Asbestos / Hazardous Environments: VectorUSA assumes that its installation teams will be working in areas that do not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures. It is the responsibility of the client to provide written notification to VectorUSA of any asbestos contained material (ACMs) in or around the area of the project prior to the start of a project. If ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and / or delays attributed to necessary procedures for working in this environment will be the client's responsibility.

Ceiling Tile: VectorUSA exercises care in the removal, storage, and reinstallation of existing (used) ceiling tiles; however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

Office Furniture: VectorUSA is not responsible for disassembling or moving desks or other office furniture to gain proper access to perform work.

Storage Area: The client shall provide a secured storage area onsite for VectorUSA's materials and tools. If adequate space is not provided, or the cost of temporary storage is not included in our proposal that cost will be addressed in the form of a written change order.

Coring: If any coring, x-ray, or sonar inspections are necessary that are not specifically included in our proposal, it will be addressed in the form of a written change order.

Existing Conduit: The client is responsible for ensuring that existing conduit / pathway that may be used for this project is installed and utilized in accordance with NEC requirements, have adequate space available for addition of new cables, will not exceed 60% fill ratio after new cables have been added, and are free of obstructions, blockages, and / or defects. If existing conduits / pathways to be used for this project need to be brought into compliance with current code and standards, VectorUSA can assist the client with this work if the client requests such assistance and those costs can be addressed in the form of a written change order.

Existing Cable: VectorUSA has not confirmed that the existing cable infrastructure is usable (e.g., undamaged, labeled, correct pin configurations, etc.). If pretesting or precertification is not included in our scope of work VectorUSA assumes no responsibility for existing cabling. If during installation it is found VectorUSA will inform the client. Troubleshooting and resolution services are available if needed and can be addressed in the form of a change order.

Price Guarantee

Due to the volatility in markets affecting material costs across all product lines we can only guarantee material costs for 45 days. If a purchase order is not received within the guaranteed window any increases will be addressed through a new proposal.

Lead Time Disclaimer

At the time of this proposal lead time for the materials specified was up to 130 Days.

Lead times on material orders are verified at the time we submit our proposals based on our understanding of the anticipated project period of performance. With the current volatility in the market driven by supply and demand those lead times cannot be guaranteed past the date of the proposal. Lead times will be refreshed once a purchase order is received and if any items have lead times that impact the project timeline a Stakeholder notification will be sent. If needed alternative "equivalent" products may be discussed and if agreed upon substituted to maintain the desired period of performance.

Project Pricing

Material Description	Units	Unit Price	Material	Labor	Total
SURVEILLANCE					
Verkada Cameras					
Verkada CD42 Indoor Dome Camera, 5MP, Zoom Lens, 2TB of	50	2,393.32	119,666.00	10,600.00	130,266.00
Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 2TB of	4	2,530.12	10,120.48	848.00	10,968.48
Verkada CB51-E Outdoor Bullet Camera, 5MP, Zoom Lens, 2TB of	1	2,461.72	2,461.72	318.00	2,779.72
Verkada CB51-TE Outdoor Bullet Camera, 5MP, Telephoto Zoom	1	2,530.12	2,530.12	318.00	2,848.12
Verkada CD42-E Outdoor Dome Camera, 5MP, Zoom Lens, 2TB of	4	2,530.12	10,120.48	1,272.00	11,392.48
Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 2TB of	23	2,666.92	61,339.16	7,314.00	68,653.16
Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 2TB	5	2,324.92	11,624.60	1,590.00	13,214.60
Verkada CM41 Indoor Mini Dome Camera, 5MP, Fixed Lens, 2TB of	4	2,051.32	8,205.28	848.00	9,053.28
Verkada Mounts					
Arm Mount	1	60.88	60.88	53.00	113.88
L-Bracket Mount	23	88.24	2,029.52	1,219.00	3,248.52
Verkada Angle Mount	7	101.92	713.44	371.00	1,084.44
Verkada Pendant Cap Mount	1	47.2	47.20	26.50	73.70
Pole Mount, 2nd Generation	11	148.92	1,638.12	583.00	2,221.12
Misc Mounting Hardware					
3/4 IN x .030 x 100 FT Stainless Steel Strapping	2	115.2	230.40	212.00	442.40
Display Station					
Verkada VX52 Viewing Station	5	341.32	1,706.60	1,060.00	2,766.60
65" 4k LED BLCK MTL BEZL	5	2,354.39	11,771.95	3,180.00	14,951.95
Low Profile TILT Wall Mount	5	101.03	505.15	2,120.00	2,625.15
Connectivity					
Cat6 Plenum Green Cable	15,000	0.38	5,700.00	7,950.00	13,650.00
CAT6 Mini-Com Insert Green	93	10.56	982.08	1,314.40	2,296.48
1 Port Mini-Com Surface Mount Off White	93	2.75	255.75	821.50	1,077.25
1 ft CAT6 UTP Patch Cord, Green	93	8.03	746.79	821.50	1,568.29
7 ft CAT6 UTP Patch Cord, Green	99	10.23	1,012.77	874.50	1,887.27
Install City Provided Patch Panels	13	0	0.00	344.50	344.50
Terminate Copper Patch Panel Side	93	0	0.00	1,314.40	1,314.40
Testing & Labeling - Copper	93	0	0.00	1,314.40	1,314.40
Wireless Connectivity					
Ponte 50 Wireless Bridge	1	859.04	859.04	424.00	1,283.04
Power					
Extend Power from Existing Pole to Camera and Wireless Radio	1	330	330.00	2,560.00	2,890.00
Demo					
Remove Existing Cameras	53	0	0.00	5,618.00	5,618.00
Professional Services					
90 Day Camera Refocus Period	16	0	0.00	1,696.00	1,696.00
Sub-Total			254,657.53	56,985.70	311,643.23
ACCESS CONTROL					
Verkada Access Control					
Verkada AC41 4 Door Controller	4	1,230.52	4,922.08	848.00	5,770.08
Verkada AD32 Multi-format Card Reader	16	238.72	3,819.52	3,392.00	7,211.52
Verkada Proximity Access Control Cards, 100 Pack	1	409.72	409.72	318.00	727.72
Verkada 4AH Backup Battery for AC41	4	88.24	352.96	106.00	458.96

Material Description	Units	Unit Price	Material	Labor	Total
Door Hardware					
4500C Complete Pacs for Latchbolt Locks	4	420.37	1,681.48	2,120.00	3,801.48
HES 1600 Electric Strike	2	348.45	696.90	1,060.00	1,756.90
HES 9400 Electric Strike	3	373.99	1,121.97	1,590.00	2,711.97
8800RIM EXIT DEV ELEC MON 36"	7	935.93	6,551.51	4,452.00	11,003.51
Armor Loop Cover	7	39.12	273.84	371.00	644.84
Remove Existing Door Hardware	7	0	0.00	1,484.00	1,484.00
Power					
Pipe Power to Power Supplies	4	55	220.00	2,560.00	2,780.00
8 Fused Outputs Power Supply/Access Power Controller	3	274.99	824.97	954.00	1,778.97
Connectivity					
18 AWG 6 Conductor Shielded Plenum Cable 500ft	3,000	0.33	990.00	954.00	1,944.00
22 AWG 4 Conductor Plenum Shielded 500 ft box	3,000	0.14	420.00	954.00	1,374.00
18 AWG 4 Conductor Unshielded Plenum Cable 500ft Box	3,000	0.21	630.00	954.00	1,584.00
Sub-Total			22,914.95	22,117.00	45,031.95
INTERCOM REPLACEMENTS					
Remove Existing Intercoms	3	0	0.00	477.00	477.00
AXIS I8016-LVE Network Video Intercom	3	1,875	5,625.00	636.00	6,261.00
A9801 Security Relay	3	118.74	356.22	318.00	674.22
AXIS TI8602 Wall Mount	3	147.49	442.47	318.00	760.47
Sub-Total			6,423.69	1,749.00	8,172.69
BACKBONE FIBER					
12 Strand In/Out Interlocking Plenum Fiber	4,500	2.36	10,620.00	9,937.50	20,557.50
12 Strand LC Singlemode CCH Splice Cassette	16	385	6,160.00	1,696.00	7,856.00
1U Rack Mount Fiber Enclosure	7	236.5	1,655.50	742.00	2,397.50
2U Rack Mount Fiber Enclosure	2	283.8	567.60	212.00	779.60
JMPR 04LC/04LC DPLX SM ZPCD RISR 1M	32	19.44	622.08	282.67	904.75
Testing & Labeling - Fiber	96	0	0.00	1,696.00	1,696.00
Sub-Total			19,625.18	14,566.17	34,191.35
PATHWAY					
3/4" EMT Conduit	420	1.16	487.20	5,208.00	5,695.20
3/4 IN One Hole EMT Strap	90	0.41	36.90	240.00	276.90
3/4" EMT Compression Connector	32	1.07	34.24	853.33	887.57
3/4" EMT Compression Coupler	28	1.26	35.28	373.33	408.61
Two Gang Bell Box w/ 3/4" knockout on three sides	24	21.18	508.32	1,920.00	2,428.32
2 Gang Bell Box Blank Cover	24	3.74	89.76	192.00	281.76
3/4" KO Seals for Bell Boxes	72	0.94	67.68	192.00	259.68
5S Deep Box w/ 3/4 IN	32	2.75	88.00	1,280.00	1,368.00
5s Blank Cover	32	1.17	37.44	409.60	447.04
12x12x8 NEMA 3R No Knockouts	3	136.35	409.05	752.00	1,161.05
3/4" Liquid Tight Flex	130	2.04	265.20	1,625.00	1,890.20
3/4" Liquid Tight Flex Connector	26	5.9	153.40	693.33	846.73
1 In One Hole EMT Strap	26	0.63	16.38	69.33	85.71
4x4ft 3/4" Plywood Fire Rated A-C Unpainted	2	150	300.00	320.00	620.00
Penetrations	24	22	528.00	5,088.00	5,616.00
Patching Labor	12	16.5	198.00	1,272.00	1,470.00

Material Description	Units	Unit Price	Material	Labor	Total
Cable Support Hardware	200	7.7	1,540.00	2,826.67	4,366.67
Sub-Total			4,794.85	23,314.60	28,109.45
VERKADA LICENSING					
Verkada 3-Year Camera License	93	391.17	36,378.81	0.00	36,378.81
Verkada 3-Year Door License	16	426.79	6,828.64	0.00	6,828.64
Verkada 3-Year Viewing Station License	5	925.54	4,627.70	0.00	4,627.70
1-Year Cloud Storage License - 365 Day	15	854.29	12,814.35	0.00	12,814.35
Sub-Total			60,649.50	0.00	60,649.50
OPTIONAL FIBER RUN					
12 Strand In/Out Interlocking Plenum Fiber	400	2.36	944.00	1,766.67	2,710.67
12 Strand LC Singlemode CCH Splice Cassette	2	385	770.00	212.00	982.00
1U Rack Mount Fiber Enclosure	2	236.5	473.00	212.00	685.00
JMPR 04LC/04LC DPLX SM ZPCD RISR 1M	4	22.09	88.36	35.33	123.69
Fiber Testing and Labeling	12	0	0.00	212.00	212.00
Sub-Total			2,275.36	2,438.00	4,713.36
PROFESSIONAL SERVICES					
VMS Configuration	1	0	0.00	4,160.00	4,160.00
Intercom Configuration	1	0	0.00	2,080.00	2,080.00
Access Control Configuration	1	0	0.00	3,120.00	3,120.00
Wireless PtP Configuration	1	0	0.00	1,280.00	1,280.00
Sub-Total			0.00	10,640.00	10,640.00
MISC. INSTALLATION MATERIALS					
Indoor Lift	1	701.55	701.55	424.00	1,125.55
Miscellaneous Materials	1	12,076	12,076.00	0.00	12,076.00
Sub-Total			12,777.55	424.00	13,201.55
VECTOR SERVICES					
Training	1	0	0.00	1,040.00	1,040.00
Site Survey/ Engineering	1	0	0.00	1,040.00	1,040.00
Documentation	1	0	0.00	680.00	680.00
Mobilization	1	0	0.00	1,520.00	1,520.00
Project Management	1	0	0.00	22,720.00	22,720.00
Sub-Total			0.00	27,000.00	27,000.00
PROJECT SUB-TOTAL			384,118.61	159,234.47	543,353.08
SALES TAX					33,083.67
PROJECT TOTAL					576,436.75

Warranty

VectorUSA provides, for all work completed under this contract our Vector USA warranty. This warranty covers all workmanship for a period of one year unless specifically extended in writing as part of this agreement.

While this agreement extends the manufacturer's warranty for all items installed that warranty does not include labor required to replace, return, remove, install, or configure those items. If a product or item requires replacement under the manufacturer's warranty VectorUSA will provide the labor to replace that item on a time & material basis. Materials covered under that warranty will be provided under the warranty, if any additional supporting materials are required that are not covered, they would be billed.

Please note that RMA's typically require the product to be returned in the original packaging. It is recommended that packaging be retained if possible.

This warranty does not include any damages or cost related to unforeseen environmental events including but not limited to fire, water, rodents, construction, abuse, or misuse. VectorUSA can address and repair issues of this nature through a service request at an additional cost. If VectorUSA responds to a warranty request and upon arriving on site or at any time during that warranty call determines that the issue is related to an uncovered event or condition work will stop and the client shall be notified. If the client authorizes the repairs the warranty call will be converted to a service call and billed accordingly

Maintenance and Managed Services

Maintenance Services

VectorUSA offers a full complement of proactive maintenance services to ensure the systems and software within this proposal are kept in a healthy and available state throughout the systems lifecycle. VectorUSA maintenance services can be created on a customized basis to ensure the right level of care matches the client's business objectives and budgeting. Maintenance services are fulfilled by VectorUSA's Service Center, backed by a full complement of Systems Technicians, Application Specialists and Network Engineers.

Maintenance Services are typically packaged into offerings based on expected lifecycle maintenance tasks or in a looser Time and Materials basis. All maintenance services provided by VectorUSA include priority queueing and 24x7 phone and email support lines, with maintenance tasks receiving proactive, flexible and predictable scheduling.

VectorUSA maintenance services can be bundled with Verkada, and Fluidmesh Software & Hardware support to provide a complete systems maintenance solution for organizations.

Managed Services

VectorUSA provides enterprise-level IT managed services over a nationwide footprint via our (2) U.S. based Network Operations Centers (NOC)s and best-in-class services partnerships.

VectorUSA employs a ITIL-based services portfolio grouped into (3) tiers of packages based on business criticality for each individual system. VectorUSA managed services alleviates the stress on organizations to maintain a fully staffed 24x7 IT support structure, even when the pace of their business operates in a non-stop environment.

By empowering their organizations with VectorUSA managed services, our clients are able to make data-driven decisions to synchronize technology with their business objectives. Our full complement of core infrastructure managed services is able to support a heterogenous and hybrid IT footprint across geographies.

In addition to its core infrastructure services, VectorUSA manages client programs providing organizations with a single point of contact for its user helpdesk, endpoint & desktop services and cybersecurity operational services partnerships.

Terms & Conditions

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment. Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: If Sales tax is applicable, it shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments (progress and final) are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges, and Attorney/Expert Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Signature & Acceptance

Acceptance of Order: This quote is valid for 30 days. VectorUSA will bill for materials as received, proof of receipt will be provided to the City of Irwindale, and labor will be billed on progress monthly and the payment due Net 30. The balance will be invoiced upon substantial completion and due Net 30. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Material Total	\$	<u>384,118.61</u>
Labor Total	\$	<u>159,234.47</u>
Tax Total	\$	<u>33,083.67</u>
Proposal Total	\$	<u>576,436.75</u>

Accepted and Approved for:

City of Irwindale
5050 N Irwindale Avenue
Irwindale, CA 91706

VectorUSA
20917 Higgins Court
Torrance, CA 90501

(Date)

(Date)

(Printed Name)

(Printed Name)

(Printed Title)

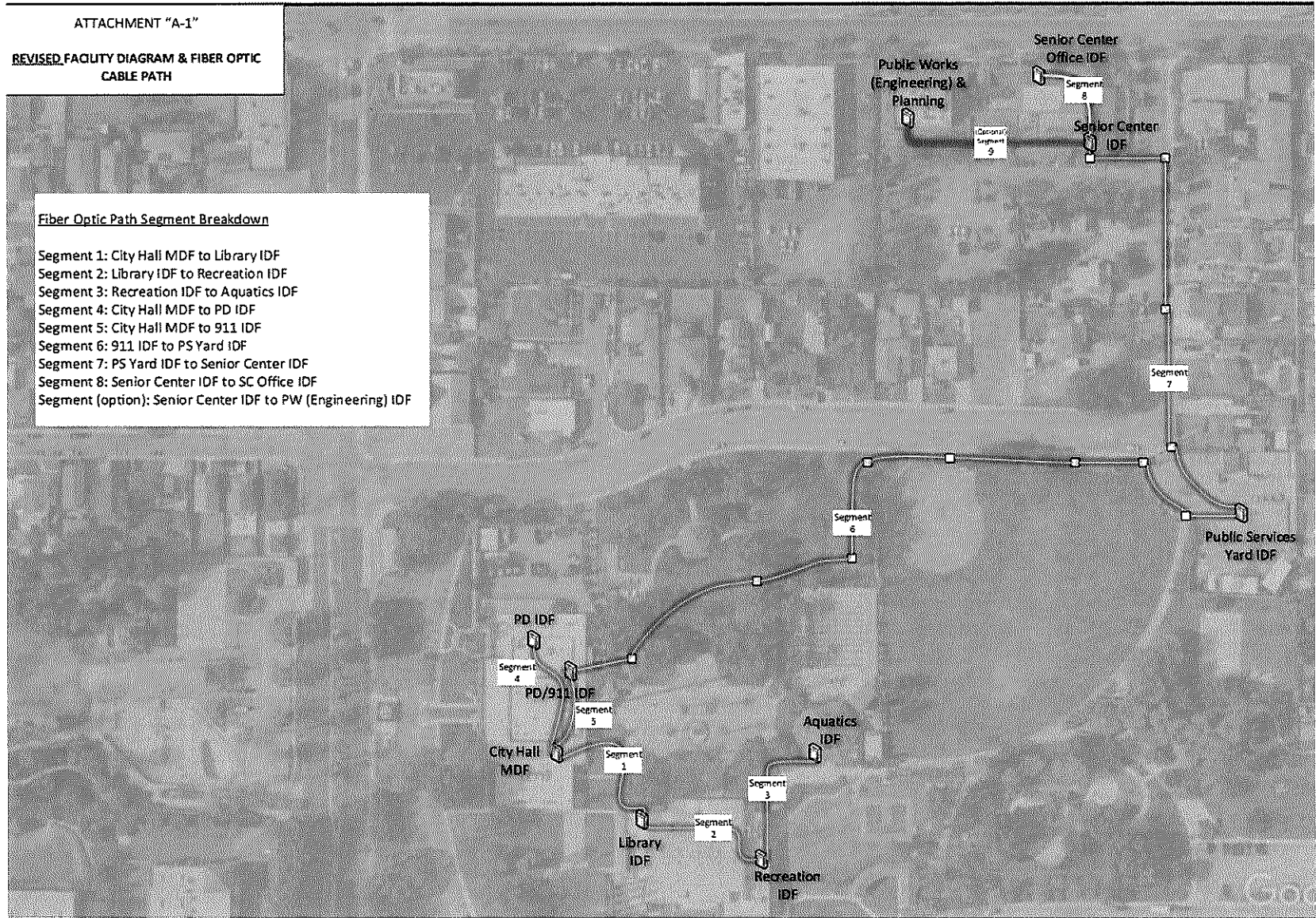
(Printed Title)

(Signature)

(Signature)

Appendices

Backbone Fiber Drawing



**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
VECTORUSA**

OF THE

SECURITY SURVEILLANCE SYSTEM & INSTALLATION

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and VectorUSA, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Five Hundred Seventy-Six Thousand Four Hundred Thirty-Six and Seventy-Five Cents Dollars (\$576,436.75) ("Contract Sum").

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

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

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

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto

as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

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

4. COORDINATION OF WORK

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

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

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

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all

services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

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

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

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

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for

each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

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

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

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

5.4 Performance Bond. Concurrently with execution of this Agreement, Consultant shall deliver to City a performance bond in the sum of the amount of this Agreement,

in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for

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

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

8. MISCELLANEOUS

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

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

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, and to the attention of the Contract Officer (with her/his name and City title), City of

Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706t and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Theresa Olivares, Assistant City Manager

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

By:_____

Name:

Title:

By:_____

Name:

Title:

Address:_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

TITLE(S)		
☐	PARTNER(S)	☐ LIMITED
		☐ GENERAL
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	_____
	_____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Statement of Work

Surveillance Installation

Overview

VectorUSA will provide a new surveillance system, replacement access control system, replacement intercom system, and new backbone fiber cabling for the City of Irwindale. VectorUSA has used Los Angeles County prevailing wage labor rates in this proposal.

VectorUSA has used prices in accordance with the Oregon Educational Technology Consortium contract: **OETC-21B-Camera&Video-Verkada**. This contract has been used to facilitate the procurement of Verkada hardware and professional installation services for Cities, Counties, and School Districts in the state of California and the United States.

Cameras and Mounts

VectorUSA will provide and install a total of ninety-three (93) new Verkada cameras. The camera models and types to be installed are as follows:

Outdoor Cameras

- (4) Verkada CD42-E – 5MP Outdoor Fixed Dome w/ IR – (4) Surface Mount
- (23) Verkada CD52-E – 5MP Outdoor Dome w/ IR – (10) Wall Mount, (4) Surface Mount, (9) Pole Mount
- (1) Verkada CB51-E – 5MP Outdoor Bullet w/ IR – (1) Pole Mount
- (1) Verkada CB51-TE – 5MP Zoom Outdoor Bullet w/ IR – (1) Wall Mount
- (5) Verkada CF81-E – 12MP Outdoor Fisheye w/ IR – (5) Tilt Mount

Indoor Cameras

- (4) Verkada CM41 – 5MP Indoor Mini Dome w/ IR – (4) Surface Mount
- (50) Verkada CD42 – 5MP Indoor Dome w/ IR – (50) Surface Mount
- (4) Verkada CD52 – 5MP Indoor Dome w/ IR – (4) Surface Mount

Camera numbers and locations are shown in the created IPVM drawings that can be provided separately from this proposal document. Camera views will be configured by VectorUSA with the direction of the end user main point of contact. A lift will be required to reach the cameras on the poles in this design.

Servers, Storage and Licensing

Ninety-three (93) 3-Year Verkada camera licenses will be provided to add the new cameras to the cloud-based video management software (VMS). All 5MP cameras listed above will have 365 days of recording on the camera and the five fisheye cameras will have 90 days retention on the camera with an added 365 days of cloud storage licensing for three (3) years.

Viewing Station and Displays

Five (5) Verkada viewing stations will be provided and installed on five (5) 65" ViewZ displays that will be wall mounted within the security operations center (SOC). The viewing stations will present a live view of the cameras and the city can customize the live camera tile configuration as they need. The walls are assumed to be properly braced and have existing power outlets for the displays available. It is assumed the existing SOC will be used for the live viewing portion of the VMS and will access the views through the web browser. The size of the displays will be confirmed with the end user main point of contact on the initial job walk as it is assumed a few of the displays will need to be smaller to fit the mounting locations. These changes will be addressed with a written change order.

Switching

VectorUSA assumes there will be existing switches with PoE capability to connect the new cameras or new ones will be provided by the end user per the old RFP specifications and sticking with that design.

Power

VectorUSA assumes there will be existing switches with PoE capability to connect the new cameras to or new ones will be provided by the end user. None of the new cameras will require power injectors or dedicated power. It is also assumed there will be existing power to connect the new servers and the power will be redundant or will have failover to a UPS.

VectorUSA will extend existing power at the Jardin de Roca Park pole to the new camera and wireless radio. VectorUSA will provide a small power supply in a pole mounted box that will connect to the camera and radio on the pole. It is assumed the power will not require a stepdown transformer and it is not switched power.

Connectivity

VectorUSA will provide and install new Category 6 copper cable to connect to the new cameras. Cables will have a permanent link between the patch panel in the IT Closet and a surface mount box near the camera location. Patch cords will be installed on each side with one connecting to the camera from the surface mount box and one connecting to the existing switch from the patch panel. Patch panels will be supplied by the end user and will be installed by VectorUSA. It is assumed the patch panels will be populated with jacks.

Point-to-Point Wireless

VectorUSA will provide, install, and configure one (1) wireless point-to-point link between the main building at Jardin de Roca Park and camera #90 out on a pole by the tennis court. There is existing power that will be brought to the Fluidmesh Ponte 50 wireless radio and the camera on that pole by VectorUSA.

Pathway

VectorUSA has included pathway to any cameras that needs to be installed on a pole, and cameras that need to be installed on an external wall of a building to be offset away from the penetration made in the building.

Access Control Installation

Overview

VectorUSA will provide and install all components for a new Verkada Access Control solution that will start by including sixteen (16) doors on the system and will integrate with the Verkada VMS ecosystem.

Door Controller Hardware

VectorUSA will provide and install four (4) new Verkada access control 4-door panels in the IDFs in the City Hall/Police Department building. Each controller includes room for four doors which will give room for sixteen total doors for the building. The controllers will be automatically updated via the cloud and will be managed remotely through the Verkada software. Cameras can be integrated to the doors so a video can be linked to the badge swipe at a door. Door numbers and location are provided in Table 1.

Sixteen (16) Verkada door licenses will be provided to add the doors/readers to the Verkada cloud-based software.

Card Readers

VectorUSA will provide and install fifteen (16) new Verkada card readers to be installed on fourteen (14) doors. One (1) door will be a roll-up gate and will not require a reader, and two (2) other doors will require an entry and exit reader. There was found to be room to add one additional door to the Verkada panel, so VectorUSA has included the material and licensing to fill the four panels. (100) Verkada access control cards will be provided with the new system. The above doors and placement of readers will be confirmed on the initial site walk.

Electrified Door Hardware

VectorUSA will provide and install nine (9) new electrified door strikes for the doors as specified in Table 1 and listed in blue. Electrified door hardware was chosen based on door type, existing door hardware, and size of the door. It was assumed all the existing door hardware could be used for this project. If it is found out onsite that the door hardware is broken and needs to be replaced, the adjustment will be addressed via a written change order. From the second site walk conducted for the Verkada solution, seven (7) new exit devices will be added and installed on doors 2, 8, 9, 10, 14, 15, and 16 shown below in red. Based on information gathered from the second site walk, the door strikes on those doors will remain in the proposal to cover the rest of the doors with existing locks. The existing locks are assumed to need to be replaced.

Table 1: Table list of doors to be connected to the new Access Control System + Door Hardware

Door #	Location/Description	Locking Hardware
1	PD Parking Lot Gate	Existing Lock
2	PD Back Parking Lot Door	Existing Lock (New Exit Device added)
3	Sally Port Gate	Roll-Up Gate Existing
4	Sally Port Jail Door	Existing Lock (TBD)
5	Evidence	HES 1600-CS-630-LM
6	Jail to PD Interior	HES 4500C-630-LBM
7	Armory Door	HES 1600-CS-630-LM
8	Men's Locker Exterior	Existing Lock (New Exit Device added)
9	PD Chamber Door	(New Exit Device)
10	PD Lobby Inner Door	Existing Lock (New Exit Device added)
13	City Hall Kitchen	HES 4500C-630-LBM
14	City Hall East by IT Svr Room	(New Exit Device)
15	City Hall East by Admin	(New Exit Device)
16	City Hall South	(New Exit Device)

A post award site walk will be done to confirm all door hardware part numbers, so they fit the existing doors. The existing sally port door will need to be analyzed on the initial walk as it is difficult to tell what locking hardware will work the best for this door. All the doors will receive an initial kick-off walk to confirm door sizes, thicknesses, pathway, and other items. All door hardware counts will be solidified on that walk and an adjustment to the hardware items will be submitted.

Power

VectorUSA will provide and install three (3) new Altronix wall mount power supplies that will power the new and existing (if used) door hardware for the access control system. VectorUSA assumes there is existing power near the open space where the new wall mount power supplies and access control panels will be installed.

Connectivity

VectorUSA will provide and install the following cables to each door for the access control hardware:

- 18 AWG 6 Strand Plenum Shielded Cable
- 22 AWG 4 Strand Plenum Shielded Cable
- 18 AWG 4 Strand Plenum Unshielded Cable

VectorUSA assumes existing pathway to the interior doors is existing for the doors listed above. Pathway around the door to reach the door hardware on the exterior doors that do not have open walls will be provided and installed by VectorUSA.

Pathway

VectorUSA assumes existing pathway to the interior doors is existing for the doors listed above. Pathway around the door to reach the door hardware on the exterior doors that do not have open walls will be provided and installed by VectorUSA.

Intercom Installation

VectorUSA will provide and install a new intercom system that can be integrated with existing workstations or can be connected via SIP protocol to existing IP based phones. The intercoms will have audio and video and there are cameras to be installed to view the areas near the intercoms. VectorUSA will provide and install three (3) Axis (P/N: 01995-001) IP Network Video Intercoms that will replace three (3) existing intercom units. The connection to the door hardware and automatic door motors will be connected to the relay so the doors and locks can be triggered to open. The goal is to use the upcoming Verkada intercom that has not been released yet. The existing pedestals and pathway out to them will need to be analyzed per discussions had with the end user main point of contact.

Backbone Fiber Installation

VectorUSA will provide and install new backbone fiber to run between the MDF and IDFs through the City of Irwindale City Hall Campus. The new fiber will be Corning 12-strand single-mode OS2 indoor/outdoor armored cable (P/N: 012E8P-31131-A3) and each end will terminate into the IDF as labeled in the provided "Facility Diagram & Fiber Optic Cable Path" that is include in the Appendix at the end of this proposal document. Each segment depicted on the drawing will be continuous and will not be spliced at any midpoint between the IDFs. The fiber will terminate on each end into fiber splice cassettes (P/N: CCH-CS12-A9-P00RE) that will be mounted into Corning CCH enclosures (P/N: CCH-01U or CCH-02U) in each MDF/IDF.

Optional Fiber Run

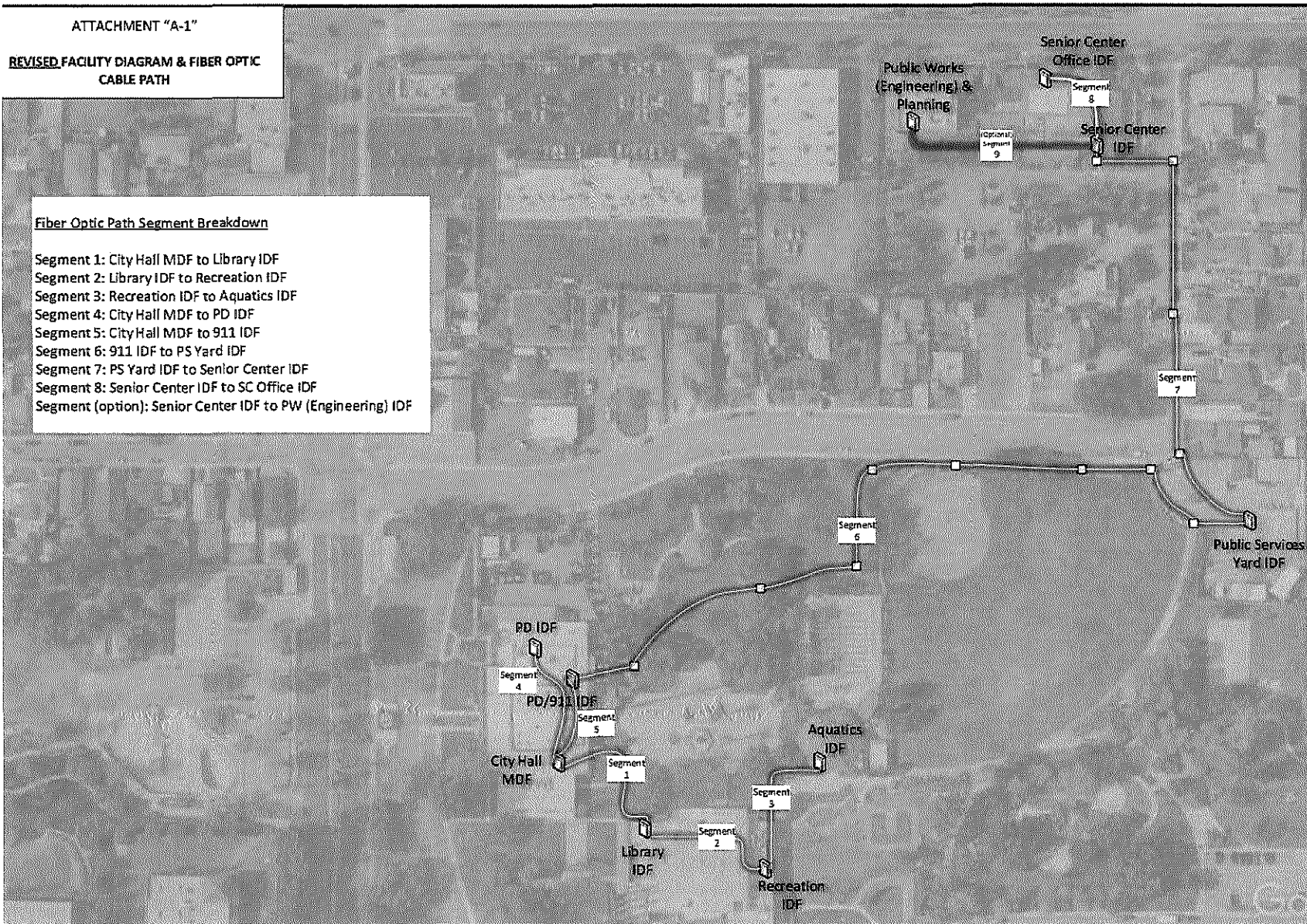
There is one (1) segment on the fiber optic backbone diagram in blue that is meant to be an optional part of this proposal. VectorUSA has included this fiber run broken out from the rest of the proposal as an optional part of this project. One fiber segment will terminate in the IDFs of the Senior Center and the Public Works Engineering and Planning building with a splice cassette on each end. A site walk will take place prior to the start of the project to look at this section of pathway to make sure the fiber pull can be done.

ATTACHMENT "A-1"

REVISED FACILITY DIAGRAM & FIBER OPTIC CABLE PATH

Fiber Optic Path Segment Breakdown

- Segment 1: City Hall MDF to Library IDF
- Segment 2: Library IDF to Recreation IDF
- Segment 3: Recreation IDF to Aquatics IDF
- Segment 4: City Hall MDF to PD IDF
- Segment 5: City Hall MDF to 911 IDF
- Segment 6: 911 IDF to PS Yard IDF
- Segment 7: PS Yard IDF to Senior Center IDF
- Segment 8: Senior Center IDF to SC Office IDF
- Segment (option): Senior Center IDF to PW (Engineering) IDF



Assumptions

- VectorUSA assumes patch panels will be provided by the end user and will be installed by Vector.
- The patch panels are assumed to be populated with jacks for copper termination.
- VectorUSA assumes the existing SOC will be used to setup the new VMS and live viewing access will be established through that room.
- VectorUSA assumes proper access will be given to the rooms and locations required in this project. If any delays occur in receiving access to buildings, it will need to be addressed via a written change order.
- VectorUSA assumes the existing locks are in working order and useable for this project, if they are found out to be broken onsite, they will need to be changed out.
- VectorUSA assumes there is enough rack space to install the new access control power enclosures.
- VectorUSA assumes all existing switches are PoE and have enough open ports for the new cameras.
- VectorUSA assumes the underground pathway for the new backbone fiber has enough room for the new fiber cable segments.
- VectorUSA assumes SFPs for the existing switches will be provided by others.
- VectorUSA assumes grounding is existing and no grounding will be provided in this project.
- VectorUSA assumes there is proper bracing of the wall where the displays will be installed.
- VectorUSA assumes there is existing power on the walls in the locations where the displays will be installed.
- VectorUSA assumes a new internet line will be brought to Jardin De Roca Park in the main building so the wireless point-to-point solution from the City Hall/Police radio tower will not be needed or included in this proposal.
- VectorUSA assumes an initial walk will take place to look at the fiber run pathway and note any issues if found to the city.
- VectorUSA assumes the walls are properly braced to receive the install of the new displays and there are existing power outlets to connect to for the displays.

If any of the above assumptions are found to be incorrect, the adjustment to the project will be submitted in the form of a written change order.

Exclusions

- VectorUSA excludes providing any electrical for the MDFs or IDFs.
- VectorUSA excludes providing PDUs or UPSs.
- VectorUSA excludes any work that will require road closures.
- VectorUSA excludes providing any new poles or underground pathway as it is to be provided by the city or others.

II. Consultant will provide the following installation warranty

- A. VectorUSA provides, for all work completed under this contract our VectorUSA Warranty. This warranty covers all workmanship for a period of one year. All hardware and software warranty will be covered under the standard, manufacturer 10-Year Warranty. If a product or item requires replacement under the manufacturer's warranty, or if additional support is desired beyond the scope of this project, VectorUSA will happily provide such services on a time & materials basis.

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

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Mike Sweeney	Project Manager
B. Nick Kimball	Foreman
C. Ozzy Zamudio	Security Technician
D. Efrain Rivas	Security Technician
E. Edson Raidu	Security Technician

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

Consultant represents and warrants that it has inspected or inquired into the City's current infrastructure, equipment, computer system and software and that the Access Control & Surveillance System provided by Consultant under this Agreement is compatible and shall be fully functional with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as material consideration in entering into this Agreement.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Material Description	Units	Unit Price	Material	Labor	Total
SURVEILLANCE					
Verkada Cameras					
Verkada CD42 Indoor Dome Camera, 5MP, Zoom Lens, 2TB of	50	2,393.32	119,666.00	10,600.00	130,266.00
Verkada CD52 Indoor Dome Camera, 5MP, Zoom Lens, 2TB of	4	2,530.12	10,120.48	848.00	10,968.48
Verkada CB51-E Outdoor Bullet Camera, 5MP, Zoom Lens, 2TB of	1	2,461.72	2,461.72	318.00	2,779.72
Verkada CB51-TE Outdoor Bullet Camera, 5MP, Telephoto Zoom	1	2,530.12	2,530.12	318.00	2,848.12
Verkada CD42-E Outdoor Dome Camera, 5MP, Zoom Lens, 2TB of	4	2,530.12	10,120.48	1,272.00	11,392.48
Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 2TB of	23	2,666.92	61,339.16	7,314.00	68,653.16
Verkada CF81-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 2TB	5	2,324.92	11,624.60	1,590.00	13,214.60
Verkada CM41 Indoor Mini Dome Camera, 5MP, Fixed Lens, 2TB of	4	2,051.32	8,205.28	848.00	9,053.28
Verkada Mounts					
Arm Mount	1	60.88	60.88	53.00	113.88
L-Bracket Mount	23	88.24	2,029.52	1,219.00	3,248.52
Verkada Angle Mount	7	101.92	713.44	371.00	1,084.44
Verkada Pendant Cap Mount	1	47.2	47.20	26.50	73.70
Pole Mount, 2nd Generation	11	148.92	1,638.12	583.00	2,221.12
Misc Mounting Hardware					
3/4 IN x .030 x 100 FT Stainless Steel Strapping	2	115.2	230.40	212.00	442.40
Display Station					
Verkada VX52 Viewing Station	5	341.32	1,706.60	1,060.00	2,766.60
65" 4k LED BLCK MTL BEZL	5	2,354.39	11,771.95	3,180.00	14,951.95
Low Profile TILT Wall Mount	5	101.03	505.15	2,120.00	2,625.15
Connectivity					
Cat6 Plenum Green Cable	15,000	0.38	5,700.00	7,950.00	13,650.00
CAT6 Mini-Com Insert Green	93	10.56	982.08	1,314.40	2,296.48
1 Port Mini-Com Surface Mount Off White	93	2.75	255.75	821.50	1,077.25
1 ft CAT6 UTP Patch Cord, Green	93	8.03	746.79	821.50	1,568.29
7 ft CAT6 UTP Patch Cord, Green	99	10.23	1,012.77	874.50	1,887.27
Install City Provided Patch Panels	13	0	0.00	344.50	344.50
Terminate Copper Patch Panel Side	93	0	0.00	1,314.40	1,314.40
Testing & Labeling - Copper	93	0	0.00	1,314.40	1,314.40
Wireless Connectivity					
Ponte 50 Wireless Bridge	1	859.04	859.04	424.00	1,283.04
Power					
Extend Power from Existing Pole to Camera and Wireless Radio	1	330	330.00	2,560.00	2,890.00
Demo					
Remove Existing Cameras	53	0	0.00	5,618.00	5,618.00
Professional Services					
90 Day Camera Refocus Period	16	0	0.00	1,696.00	1,696.00
Sub-Total			254,657.53	56,985.70	311,643.23
ACCESS CONTROL					
Verkada Access Control					
Verkada AC41 4 Door Controller	4	1,230.52	4,922.08	848.00	5,770.08
Verkada AD32 Multi-format Card Reader	16	238.72	3,819.52	3,392.00	7,211.52
Verkada Proximity Access Control Cards, 100 Pack	1	409.72	409.72	318.00	727.72
Verkada 4AH Backup Battery for AC41	4	88.24	352.96	106.00	458.96

Material Description	Units	Unit Price	Material	Labor	Total
Door Hardware					
4500C Complete Pacs for Latchbolt Locks	4	420.37	1,681.48	2,120.00	3,801.48
HES 1600 Electric Strike	2	348.45	696.90	1,060.00	1,756.90
HES 9400 Electric Strike	3	373.99	1,121.97	1,590.00	2,711.97
8800RIM EXIT DEV ELEC MON 36"	7	935.93	6,551.51	4,452.00	11,003.51
Armor Loop Cover	7	39.12	273.84	371.00	644.84
Remove Existing Door Hardware	7	0	0.00	1,484.00	1,484.00
Power					
Pipe Power to Power Supplies	4	55	220.00	2,560.00	2,780.00
8 Fused Outputs Power Supply/Access Power Controller	3	274.99	824.97	954.00	1,778.97
Connectivity					
18 AWG 6 Conductor Shielded Plenum Cable 500ft	3,000	0.33	990.00	954.00	1,944.00
22 AWG 4 Conductor Plenum Shielded 500 ft box	3,000	0.14	420.00	954.00	1,374.00
18 AWG 4 Conductor Unshielded Plenum Cable 500ft Box	3,000	0.21	630.00	954.00	1,584.00
Sub-Total			22,914.95	22,117.00	45,031.95
INTERCOM REPLACEMENTS					
Remove Existing Intercoms	3	0	0.00	477.00	477.00
AXIS I8016-LVE Network Video Intercom	3	1,875	5,625.00	636.00	6,261.00
A9801 Security Relay	3	118.74	356.22	318.00	674.22
AXIS TI8602 Wall Mount	3	147.49	442.47	318.00	760.47
Sub-Total			6,423.69	1,749.00	8,172.69
BACKBONE FIBER					
12 Strand In/Out Interlocking Plenum Fiber	4,500	2.36	10,620.00	9,937.50	20,557.50
12 Strand LC Singlemode CCH Splice Cassette	16	385	6,160.00	1,696.00	7,856.00
1U Rack Mount Fiber Enclosure	7	236.5	1,655.50	742.00	2,397.50
2U Rack Mount Fiber Enclosure	2	283.8	567.60	212.00	779.60
JMPR 04LC/04LC DPLX SM ZPCD RISR 1M	32	19.44	622.08	282.67	904.75
Testing & Labeling - Fiber	96	0	0.00	1,696.00	1,696.00
Sub-Total			19,625.18	14,566.17	34,191.35
PATHWAY					
3/4" EMT Conduit	420	1.16	487.20	5,208.00	5,695.20
3/4 IN One Hole EMT Strap	90	0.41	36.90	240.00	276.90
3/4" EMT Compression Connector	32	1.07	34.24	853.33	887.57
3/4" EMT Compression Coupler	28	1.26	35.28	373.33	408.61
Two Gang Bell Box w/ 3/4" knockout on three sides	24	21.18	508.32	1,920.00	2,428.32
2 Gang Bell Box Blank Cover	24	3.74	89.76	192.00	281.76
3/4" KO Seals for Bell Boxes	72	0.94	67.68	192.00	259.68
5S Deep Box w/ 3/4 IN	32	2.75	88.00	1,280.00	1,368.00
5s Blank Cover	32	1.17	37.44	409.60	447.04
12x12x8 NEMA 3R No Knockouts	3	136.35	409.05	752.00	1,161.05
3/4" Liquid Tight Flex	130	2.04	265.20	1,625.00	1,890.20
3/4" Liquid Tight Flex Connector	26	5.9	153.40	693.33	846.73
1 In One Hole EMT Strap	26	0.63	16.38	69.33	85.71
4x4ft 3/4" Plywood Fire Rated A-C Unpainted	2	150	300.00	320.00	620.00
Penetrations	24	22	528.00	5,088.00	5,616.00
Patching Labor	12	16.5	198.00	1,272.00	1,470.00

Material Description	Units	Unit Price	Material	Labor	Total
Cable Support Hardware	200	7.7	1,540.00	2,826.67	4,366.67
Sub-Total			4,794.85	23,314.60	28,109.45
VERKADA LICENSING					
Verkada 3-Year Camera License	93	391.17	36,378.81	0.00	36,378.81
Verkada 3-Year Door License	16	426.79	6,828.64	0.00	6,828.64
Verkada 3-Year Viewing Station License	5	925.54	4,627.70	0.00	4,627.70
1-Year Cloud Storage License - 365 Day	15	854.29	12,814.35	0.00	12,814.35
Sub-Total			60,649.50	0.00	60,649.50
OPTIONAL FIBER RUN					
12 Strand In/Out Interlocking Plenum Fiber	400	2.36	944.00	1,766.67	2,710.67
12 Strand LC Singlemode CCH Splice Cassette	2	385	770.00	212.00	982.00
1U Rack Mount Fiber Enclosure	2	236.5	473.00	212.00	685.00
JMPR 04LC/04LC DPLX SM ZPCD RISR 1M	4	22.09	88.36	35.33	123.69
Fiber Testing and Labeling	12	0	0.00	212.00	212.00
Sub-Total			2,275.36	2,438.00	4,713.36
PROFESSIONAL SERVICES					
VMS Configuration	1	0	0.00	4,160.00	4,160.00
Intercom Configuration	1	0	0.00	2,080.00	2,080.00
Access Control Configuration	1	0	0.00	3,120.00	3,120.00
Wireless PtP Configuration	1	0	0.00	1,280.00	1,280.00
Sub-Total			0.00	10,640.00	10,640.00
MISC. INSTALLATION MATERIALS					
Indoor Lift	1	701.55	701.55	424.00	1,125.55
Miscellaneous Materials	1	12,076	12,076.00	0.00	12,076.00
Sub-Total			12,777.55	424.00	13,201.55
VECTOR SERVICES					
Training	1	0	0.00	1,040.00	1,040.00
Site Survey/ Engineering	1	0	0.00	1,040.00	1,040.00
Documentation	1	0	0.00	680.00	680.00
Mobilization	1	0	0.00	1,520.00	1,520.00
Project Management	1	0	0.00	22,720.00	22,720.00
Sub-Total			0.00	27,000.00	27,000.00
PROJECT SUB-TOTAL			384,118.61	159,234.47	543,353.08
SALES TAX					33,083.67
PROJECT TOTAL					576,436.75

I. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

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

- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$576,436.75, as provided in Section 2.1 of this Agreement.

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

EXHIBI "D"

SCHEDULE OF PERFORMANCE

- I. Consultant to provide City with the schedule of performance upon conclusion of the project kickoff meeting.**
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

END USER AGREEMENT

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and [name], a [state] [type of entity] ("**Customer**"), and governs the purchase and use of the Products (as defined below) by Customer. This Agreement is effective as of the date last signed below.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Customer Data**" means all data provided by Customer to Verkada by means of the Products. Customer Data does not include System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the Data Processing Addendum available at www.verkada.com/support/dpa or other negotiated data protection agreement, entered into between Verkada and Customer.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "Command," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" has the meaning ascribed to it in [Section 2.1](#).

"**License Term**" means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered a Purchase Order for such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Purchase Order**" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products and for the prices set forth thereon.

"**Service Level Agreement**" means the Service Level Agreement set forth on [Exhibit A](#) hereto.

"**Software**" means the Firmware and Hosted Software.

"**Support**" means the technical support services and resources available at www.verkada.com/support.

"System Data" means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

"Users" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1 License to Customer. Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to Section 12) worldwide right during each License Term to use the Software, subject to the terms of this Agreement ("**License**"). Customer must purchase Licenses to use the Software for at least the number and type of Hardware units and/or Product Features it manages by means of the Software, however Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer purchases the Monitoring Services (as defined on Exhibit B, the "**Alarms Addendum**"), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Alarms Addendum.

2.2 License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3 Restrictions. Customer will not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

3. HARDWARE WARRANTIES; RETURNS

3.1 General. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.2 Remedies. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period.

3.3 Returns. Customer may return the Products for any reason within the 30 day period starting on the shipment date of the Products. Thereafter, to request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable

Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("RMA") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1 General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2 Availability. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.

4.3 Support. If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4 Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1 Compliance. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2 Account Administration. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users. Customer is also responsible for verifying, including ensuring that any third-party installer verify, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software prior to installation, as more fully set forth in the Documentation.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.

6.2 Termination or Suspension for Cause. Either party may terminate this Agreement, and Verkada may suspend Customer's access to the Hosted Software, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a

material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1.

6.3 Effect of Termination. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer a pro rata portion of any prepaid fees allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

7.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1 Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software, the System Data, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not by means of this Agreement or otherwise transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in Section 2.2.

10. INDEMNIFICATION

10.1 By Verkada. Verkada will indemnify, defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a "**Claim**"), and the attorneys' fees and court and investigative costs of Customer Indemnitees, made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2 By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligation under the Alarms Addendum set forth in Exhibit B hereto (if any). Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

11.2 No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3 Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4 Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA; or (c) any breach by Verkada of Section 8 (Data Protection). Verkada's total, cumulative liability for all Excluded Claims will not exceed two (2) times the total amount paid or payable by Customer for use of the Products under this Agreement during the Term.

11.5 Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Section 3 of Exhibit B (Customer Obligations) (if applicable); (b) either Party's breach of confidentiality (but not relating to any liability associated with Verkada's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed or electronically acknowledged by authorized personnel by both parties. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 405 E. 4th Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld. This Agreement may be executed in two or more counterparts,

each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Customer]

By: _____

Name: _____

Title: _____

Date: _____

Verkada Inc.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Service Levels

Verkada will use commercially reasonable efforts to make the Hosted Software available 99.99% or more of the time during any calendar month. Subject to the exclusions set forth below, an “**Outage**” will be defined as any time when the Hosted Software is not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Hosted Software that Verkada identifies as a “beta” feature or service.

Service Credits

If Verkada fails to achieve the availability percentage above, Customer will be eligible to receive a credit (“**Service Credit**”) calculated as a certain number of days added to the end of the License Term. Service Credits are based on the actual availability of the Hosted Software in a given calendar month as set forth below. Service Credits are non-transferable.

Service Availability	Service Credit
Less than 99.99%	3 days
Less than 99.9%	5 days
Less than 99%	10 days
Less than 90%	15 days

Exclusions

Verkada does not include in its calculation of downtime any time the Hosted Software is not available due to:

- Planned maintenance windows where notice of planned unavailability has been given, via the Hosted Software, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Customer’s part;
- Events arising from Customer’s systems or any Customer websites;
- ISP or Internet outages outside of Verkada’s control.

Chronic Failure & Termination

Customer may elect to terminate this Agreement in accordance with Section 6.2 if the Hosted Software is available less than 90% in a month for three consecutive months or any five months during a rolling twelve-month period.

Sole Remedy

Notwithstanding any terms to the contrary in the Agreement, the Service Credits are Customer’s sole and exclusive remedy for any Outage.

EXHIBIT B

Alarms Addendum

This "**Alarms Addendum**" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. Certain Definitions.

- a. "**Alarm(s)**" means an alarm signal, data, video or audio transmission initiated by the Hardware installed on Customer's premises signaling a specific type of situation that is transmitted to a Call Center for response via the Hosted Software.
- b. "**Call Center(s)**" means a central monitoring station that receives and responds to an Alarm for Customer as more fully set forth below.
- c. "**Call List**" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order Customer wishes to receive notification of Alarms which must be created, and updated by Customer from time to time, via the Hosted Software.
- d. "**First Responder(s)**" means the entity (e.g., fire department, police department) that is contacted by the Call Center to respond to an Alarm received at the Call Center.
- e. "**Monitoring Services**" means the automated Alarm transmission functionality enabled by the Software that, when triggered, transmits an Alarm to the Call Center for a response, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

2. Monitoring Services.

- a. In order to use the Monitoring Services, Customer must: (i) purchase a License for each location at which Monitoring Services will be provided (a "**Monitoring License**"); and (ii) enable the "Emergency Dispatch" toggle within the Hosted Software, as more fully described in the Documentation.
- b. For each Alarm transmitted through the Hosted Software, the Call Center will respond in accordance with its internal operating procedures, and only if warranted in the sole discretion of the Call Center. Not all Alarms require notification to First Responders. If the video verification settings are set to 'Normal Mode' (as described in the Documentation), the Call Center may not notify the individuals on the Call List if it is unable to determine a threat to person or property, including because Call Center cannot discern a threat from the video provided or it is unable to access video of the trigger event. Once dispatched, the Call Center may be unable to recall First Responders.
- c. In the event of notification to Customer, the Call Center will call the person(s) named in the Call List, in the order set by Customer. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, is deemed compliance with the notification obligation hereunder, which notice may include SMS or voice mail message.
- d. If video or audio Alarms are received at the Call Center, the Call Center will monitor such video or sound in accordance with its internal operating procedures, and for so long as the Call Center, in its sole discretion, deems appropriate.

3. Customer's Obligations.

- a. Customer (or a properly licensed installer selected by Customer) is responsible for installation (including the design of such installation), maintenance, service, repair, inspection and testing of the Products. Once installed, it is Customer's responsibility (or a properly licensed installer selected by Customer) to configure its Products in order to enable the Monitoring Services, including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an "Alarm Address" within Customer's account in the Hosted Software and configuring it in Customer's discretion). Monitoring Services will be provided only if the Hardware Products have been configured to transmit Alarms to the Call Center by means of the foregoing.

- b. Customer is responsible, at Customer's sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer's premises.
- c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer's sole responsibility to regularly test the operation of its Products. Verkada does not design installations, install, inspect, maintain, service, repair, or test Products for Customers.
- d. Customer is responsible for obtaining and maintaining all licenses, registration and permits for the Products and Monitoring Services, including those required by the Customer's local government, necessary to use the Products as contemplated under this Alarms Addendum in compliance with applicable laws and regulations.

4. **Monitoring Services Exclusions.**

- a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.
- b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, any response delays caused by the First Responders, the failure of First Responders to respond, or the manner in which Alarms are handled by the Call Centers or First Responders.
- c. Verkada makes no representation that any aspect of the Products meets code requirements or constitute an alarm system, burglar alarm system, fire alarm system, CCTV system, access control system or other electronic security system, as those terms are defined under the applicable laws of the jurisdictions in which Customer uses the Products.
- d. Verkada is not a Call Center and does not provide the services of a Call Center. Verkada does not respond to an Alarm, notify, or attempt to notify the persons named in the Call List, request dispatch of First Responders, or other agents to Customer's premises to investigate or verify an Alarm. The portion of the Monitoring Services performed by Verkada is strictly limited to Verkada's automated signal and data retransmission software, receivers, and related components, routing Alarms generated from the Products at Customer's premise via a third-party network to a Call Center for response. The Customer is not contracting with Verkada to provide the services of the Call Center. Verkada and the Call Center are independent and unrelated entities, and there is no subcontractor, employer or employee, master or servant, joint venture, partnership, or contractual relationship between them.

5. **Suspension & Termination.** Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b) Customer defaults in its performance obligations under the Agreement or use of the Products in a manner that violates any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.

6. **No Representations or Warranties.** Verkada makes no representation or warranty, whether express or implied, that the Products including the Monitoring Services will prevent any loss, damage or injury to any person or property, whether by reason of burglary, theft, hold-up, fire or any other cause, or that the Products will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. Customer's sole remedy for Verkada's breach of this Exhibit B is to require Verkada to replace the non-operational Products as set forth in Section 3.2 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISE IS LOCATED PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

7. **Indemnity.** In addition to Section 10.2 of the Agreement, to the fullest extent permitted by governing law, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, court costs, fees associated with investigations, or fees or fines relating to permits or false alarms)

arising from Customer's use of the Monitoring Services or its performance, or failure to perform, its obligations under this Exhibit B.

8. **Exculpatory Clause.**

- a. To the fullest extent permitted by governing law, Verkada will not be liable for any loss or damage sustained by Customer caused or contributed by the performance, or failure of performance, of the Monitoring Services under this Exhibit B, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, except for Verkada's gross negligence in states that do not permit the exculpation of liability for gross negligence, recklessness and willful misconduct.
- b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISES IS LOCATED, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN AND CONTROL.

9. **Insurance.** Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage related to Customer's use of the Products. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will look to its own insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

10. **Conflict Resolution.** In the event of any conflict, discrepancy, or inconsistency between the terms of the Agreement and this Exhibit B, the terms of this Exhibit B will govern and control.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1N

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Acceptance of the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; P-1034

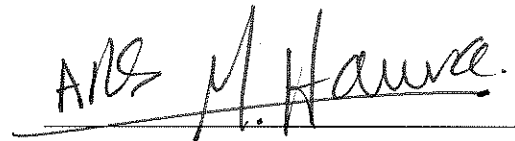
City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements of the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I; (2) approve the final construction project amount of \$623,539.82 under the construction contract with Hardy and Harper, Inc.; (3) approve final construction management and inspection services contract with Z&K Consultants in the amount of \$71,431.00; (4) authorize the City Clerk to record the Notice of Completion; and (5) authorize the Finance Director to release the 5% retention amount for the construction project.

Administrative Action:

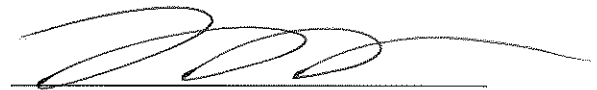
Submitted by:

Arsanious Hanna,
Director of Engineering/ Building Official



Prepared by:

Luis Pimentel, Assistant Engineer
(626) 430-2259



Reviewed by:

Adrian R. Guerra,
City Attorney

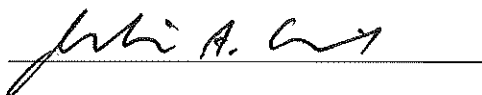
Electronically Approved

Kambiz Borhani,
Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda,
City Manager



Background and Analysis:

On January 26, 2022, the City Council awarded the 2021-2022 Resurfacing Program: Residential Resurfacing Project – Phase I to Hardy and Harper in the amount of \$590,000.00, plus a 20% contingency in the amount of \$118,000.00 for a total of \$708,000.00.

Two (2) change orders totaling \$32,162.27 were issued for this project. The change orders consisted of adjustments to line item quantities on the original contract costs and the construction of a raised crosswalk on Calle de Paseo, which included concrete and signing and striping work. In addition, Oltman Construction's deposit of \$137,272.10 was used to pay for this service contract also.

This project has been completed per the approved plans and specifications. The final construction costs of the Residential Resurfacing Project – Phase I, including the two change orders, are \$623,539.82, which is \$84,460.18 less than the authorized amount. Staff recommends that the City Council ratify the changes in the contract amount due to the additional work.

The City Council awarded the contract for construction management and inspection services to Z&K Consultants, Inc. for \$59,968.00 plus a 20% contingency in the amount of \$11,994.00 for a total amount of \$71,962.00. The final amount of the services provided is \$71,431.00 which is \$531.00 less than the authorized amount.

Ratification of the changes in the work and acceptance of the work by the City Council complies with the acceptance and prompt payment provisions of the Public Contract Code.

The total cost of the project is \$697,880.73. This includes the design, advertisement, bidding, inspection, construction, and all other associated costs for this project as shown below:

Construction	\$ 623,539.82
Construction Management & Inspection	\$ 71,431.00
Other Costs (Advertisement, PS&E Reproduction, etc.)	\$ 2,909.91
Total Cost of Project	\$ 697,880.73

The total cost of the project is \$697,880.73, which is \$187,610.37 less than the total budget of \$885,491.00.

The Project is now complete and staff recommends that the City Council accept the improvements and maintenance responsibility for the Residential Resurfacing Project – Phase I. Acceptance of the improvements by the City Council will render the project complete. Once the project is complete, the City may file a Notice of Completion and release the retention amount for the project. Staff therefore recommends that the City Council authorize the City Clerk to record the Notice of Completion and authorize the Finance Director to release the 5% retention amount for the construction project.

Fiscal Impact:

The 5% retention payable amount for Hardy & Harper Inc. is \$31,176.99. There is sufficient funding available in the budget to pay for this amount. Future request for the reallocation of the remaining \$187,610.37 budget to the Residential Resurfacing Project – Phase II will be presented to the City Council for consideration at the time service contract is being awarded.

Attachments:

- Notice of Completion

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
Arsanious M. Hanna /
City of Irwindale /
Department of Public Works /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF COMPLETION OF
PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: DEDICATED PUBLIC ROAD RIGHT OF WAY EASEMENTS
2. The full name of the owner is: CITY OF IRWINDALE.
3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.
4. On the 14th day of DECEMBER 2022, there was completed upon the hereinafter-described real property the following work: 2021-2022 RESURFACING PROGRAM: RESIDENTIAL RESURFACING PROJECT - PHASE I (P-1034).
5. The name of the original contractor for the work described above was: HARDY AND HARPER, INC.
6. The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: AYON AVENUE, CALLE DEL NORTE, PAT MIRANDA LANE, CALLE DE PASEO, ALLEN DRIVE, PROGRESS LANE, CENTRAL STREET AND PEPPERTREE LANE.

DATED: _____, 2022

ATTEST:

Arsanious M. Hanna, Director of Engineering/Building Official
City of Irwindale

Chief Deputy City Clerk

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

State of California

County of _____

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

(Seal) Signature _____

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 1 to Contract Services Agreement with Johnson-Frank & Associates, Inc. for Topographic-Hydrographic Survey of Eight (8) Sand and Gravel Mines; P-1048

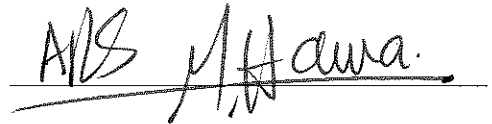
City Manager's Recommendation:

That the City Council approve and authorize City Manager to execute Amendment No. 1 the Contract Agreement with Johnson-Frank & Associates, Inc. for the Topographic-Hydrographic Survey of Eight (8) Sand and Gravel Mines (P-1048) to increase the contract amount from \$135,400 to \$161,763 (an increase of \$26,363).

Administrative Action:

Submitted by:

Arsanious Hanna, City Engineer/ Building Official



Prepared by:

Francisco Carrillo,
Construction Compliance Manager
(626) 430-2251


Electronically Approved

Reviewed by:

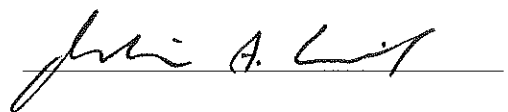
Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian Miranda, City Manager



Background and Analysis:

On September 14, 2022, the City Council awarded a contract for the Topographic-Hydrographic Survey of Eight (8) Sand and Gravel Mines to Johnson-Frank & Associates, Inc. (JFA) in the amount of \$135,400.

Since the initial contract award, JFA has submitted two change orders for the City.

The first change order request is to provide the City with a proposed scope of work to provide underwater topography of the "hard" and "soft" bottom of the lakes. Since the last topographic and bathymetric survey done a couple of years ago, mining companies have expressed concerns regarding the details and accuracy of surveying of their pits as it relates to underwater backfilling operations. The additional scope of work consists of a single beam dual frequency hydrographic survey that will allow for targeting different wave energy to allow for discerning between the "hard" and "soft" bottom of the lakes.

The second change order reflects that the hydrographic survey for Reliance I Quarry as it was originally intended and requested per the contract documents was suspended. Thus, this change order will be a credit to the City in the amount of \$6,527.00.

The mining operators were presented with the additional scope of work and have agreed to pay their portion. Thus, an amendment to the existing contract services agreement with JFA is needed to increase the contract amount by \$26,363, from \$135,400 to \$161,763.

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

Fiscal Impact:

None. Funds for the increase to the contract have been paid to Deposit Account No. 13-00-000-25100-4222 that was created to collect all funds from the mining operators.

Attachment(s):

- Amendment No. 1 to Contract Agreement for Professional Services
- Two proposed change orders outlining the breakdown of the costs.

**AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES
TOPOGRAPHIC-HYDROGRAPHIC SURVEY OF EIGHT (8)
SAND AND GRAVEL MINES (P-1048)**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES TOPOGRAPHIC-HYDROGRAPHIC SURVEY OF EIGHT (8) SAND AND GRAVEL MINES; (P-1048) ("Amendment No. 1") is dated December 14, 2022, by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Johnson-Frank & Associates, Inc. 5150 E. Hunter Avenue, Anaheim, CA 92807 ("Consultant") is effective as of the 14th day of December, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated September 14, 2022 ("Agreement") whereby Consultant agreed to provide professional services for the Topographic-Hydrographic Survey of Eight (8) Sand and Gravel Mines ("Services").

B. Pursuant to section 2.3 of the Agreement, the City requested additional scope of work, JFA was able to provide the City with a proposed scope of work to provide underwater topography of the "hard" and "soft" bottom of the lakes. The additional scope of work consists of a single beam dual frequency hydrographic survey that will allow for targeting different wave energy to allow for discerning between the "hard" and "soft" bottom of the lakes.

C. City and Consultant now desire to amend the Agreement to reflect the changes outlined on item No. 1 of the terms.

TERMS

1. Contract Changes. The Agreement is amended as provided herein (deletions shown in ~~strike through~~ and additions shown in ***bold italics***).

A. Section 2.1 Contract Sum, is hereby amended to read in its entirety as follows:

For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One Hundred Sixty-One Thousand Seven Hundred Sixty-three and 00/100 Dollars (\$161,763)*** ~~One Hundred Thirty-Five Thousand Four Hundred Dollars (\$135,400)~~ ("Contract Sum"), unless additional compensation is approved pursuant to Section 2.3.

B. Exhibit "A" Scope of Services and Exhibit "C" Schedule of Compensation are hereby amended to incorporate Change Order Nos. 1 and 2, attached hereto as Exhibit "A-1."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

JOHNSON-FRANK & ASSOCIATES, INC.

By: _____
Name: Alan D. Frank
Title: President / Secretary

By: _____
Name: Roger A. Frank
Title: Vice President
Address: 5150 E. Hunter Avenue
Anaheim, CA 92807

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	
☐ CORPORATE OFFICER	
☐ PARTNER(S) TITLE(S) _____ ☐ LIMITED ☐ GENERAL	_____ TITLE OR TYPE OF DOCUMENT
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	
☐ GUARDIAN/CONSERVATOR	_____ NUMBER OF PAGES
☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve Additional 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. 2022-128-3378 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 ADDITIONAL CITY TRANSPORTATION/OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$64.00."**

Administrative Action:

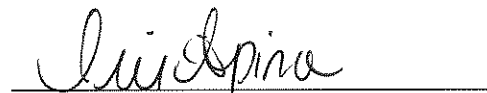
Submitted by:

Assistant City Manager, Theresa Olivares



Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian Guerra, City Attorney

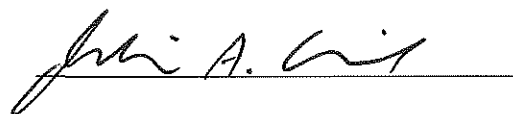
Electronically approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



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 (TOR). 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 2023.

City Council approved Resolution 2022-108-3358 on November 9, 2022, approving a fee waiver for TOR, an established 501(c)(3) non-profit charitable organization, for 64 transportation permits in the amount of \$1,024 in fees per the Fee Waiver Policy.

TOR is requesting a fee waiver for two additional floats for the 2022 float convoy event that will require four transportation permits, which cover both travel to the Rose Parade and the return trip to Irwindale. Each transportation permit costs \$16 totaling \$64 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.

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

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.

Staff recommends that the City Council grant a transportation/oversized vehicle fee waiver in the amount of \$64.00 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 \$64.00. This fee would have otherwise been collected as revenue to the General Fund.

Attachment(s): Resolution No. 2022-128-3378
2022 Transportation Permit List
Fee Waiver Form

RESOLUTION NO. 2022-128-3378

**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 ADDITIONAL CITY
TRANSPORTATION/OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$64.00**

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 an additional fee waiver for the 2022 float convoy event that will require four transportation permits, which covers both travel to the Rose Parade and the return trip to Irwindale. Each transportation permit costs \$16 totaling \$64.00 in fees; and

WHEREAS, the City's Fee Adjustment Policy provides cost reduction for those non-profit organization applicants, which 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, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES
HEREBY RESOLVE, DETERMINE, AND ORDER 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 \$64.00 for four 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 four transportation permits in a total amount of \$64.00.

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

PASSED, APPROVED and ADOPTED this 14th day of December 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-128-3378 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of December 2022, 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 twp additional 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:

\$64.00

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.

2023 ROSE PARADE - Transportation Permits

Float	Leaving Irwindale	Returning to Irwindale
1 Bazic Products	11/10/2022	1/3/2023
2 Big 10 (Rose Bowl University #1)	11/10/2022	1/3/2023
3 Blue Diamond Almond Growers	11/10/2022	1/3/2023
4 PAC-12 (Rose Bowl University #2)	11/10/2022	1/3/2023
5 MEG (Mansion Entertainment Group)	11/10/2022	1/3/2023
6 AIDS Healthcare Foundation	1/1/2023	1/3/2023
7 American Honda	1/1/2023	1/3/2023
8 BIASC	1/1/2023	1/3/2023
9 City of Alhambra	1/1/2023	1/3/2023
10 City of Hope	1/1/2023	1/3/2023
11 Claremont McKenna College	1/1/2023	1/3/2023
12 Donate Life	1/1/2023	1/3/2023
13 Elks USA	1/1/2023	1/3/2023
14 Enjoy Illinois	1/1/2023	1/3/2023
15 Kaiser Permanente	1/1/2023	1/3/2023
16 Kiwanis International	1/1/2023	1/3/2023
17 Lions Club International	1/1/2023	1/3/2023
18 Louisiana Travel	1/1/2023	1/3/2023
19 Lutheran Laymen's League	1/1/2023	1/3/2023
20 NASCAR	1/1/2023	1/3/2023
21 Noun Dao (Stoopid Buddy Studios)	1/1/2023	1/3/2023
22 Odd Fellows & Rebekahs	1/1/2023	1/3/2023
23 RFDTV/Mutual of Omaha	1/1/2023	1/3/2023
24 Rose Bowl Legacy Foundation	1/1/2023	1/3/2023
25 Rose Parade Opening Unit	1/1/2023	1/3/2023
26 Rotary	1/1/2023	1/3/2023
27 San Diego Zoo Global	1/1/2023	1/3/2023
28 Shriners Hospitals	1/1/2023	1/3/2023
29 The Royal Court	1/1/2023	1/3/2023
30 Torrance Rose Float Association	1/1/2023	1/3/2023
31 Trader Joe's	1/1/2023	1/3/2023
32 Western Asset	1/1/2023	1/3/2023
Additional request made 12/7/2022		
33 Cal Poly Universities	12/19/2022	1/2/2023
34 Snap Inc.	12/22/2022	1/3/2023

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1Q

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim: Jose Herrera Gudino vs. City of Irwindale

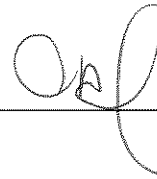
City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Jose Herrera Gudino vs. City of Irwindale, and (2) Direct staff to send a letter of rejection.

Administrative Action:

Prepared / Submitted by:

Armando Hegdahl, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

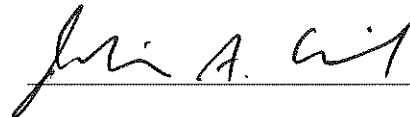
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On November 14, 2022, the City received a claim for damages from claimant Jose Herrera Gudino. Claimant Gudino alleges that several personal belongings went missing while he was detained by Irwindale Police. The claim was submitted in Spanish and the following is a translation of the claim:

Name of any City employees involved in injury or damage: I don't know the names

Where did damage or injury occur?: Foothill Street and 210 fwy, before the freeway onramp.

Describe in detail how the damage or injury occurred: I was detained and I placed all my belongings on top of the trunk of a patrol car. An officer took my ID from there to prepare a report. That was the last time I saw my wallet, which was placed beside a charger and a black plastic container.

Why do you claim the City of Irwindale is responsible?: Because they detained me, they were the ones that took my wallet. They never returned anything.

What damage or injuries do you claim resulted?: A blue wallet valued at \$500, approximately \$200 cash, ID cards, 5 bank cards, Kaiser card, Costco, gift card, I don't remember.

State the amount which you are claiming as of the date of presentation of this claim: I'm requesting that my wallet or the declared value be recovered, and for the one responsible to come forward.

Give estimated amount of future losses due to injury or damage: Wallet \$500, cash \$200, cards \$100. Total \$800. [end of claim]

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended that the claim be rejected since the police report noted that only weapons were confiscated on the date in question. Irwindale Police did not take possession of the items listed on the claim form.

Accordingly, staff recommends that the City Council reject the claim. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Rejection Notice to City from Carl Warren & Co.
Claim for Damages received November 14, 2022



CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RECEIVED

NOV 14 2022

CITY OF IRWINDALE

11:35 am SF.

INSTRUCTIONS

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

RECEIVED

NOV 14 2022

CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official
Filing Stamp

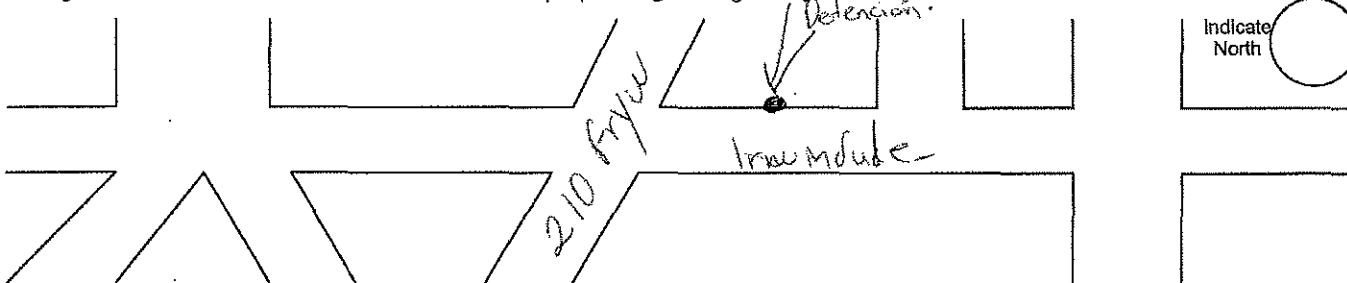
To: City of Irwindale		Claimant's Date of Birth
Jose Alredo Herrera Gudino		Sep 3 1976
Name of Claimant		Claimant's Occupation
[REDACTED]		Importer - produce
Home Address of Claimant		Home Telephone Number
[REDACTED]		[REDACTED]
Business Address of Claimant		Business Telephone Number
[REDACTED]		[REDACTED]
Name and address to which you desire notices or communications to be sent regarding this claim:		
[REDACTED]		
When did DAMAGE or INJURY occur?		Names of any City employees involved in INJURY or DAMAGE
Date: 11/05/22 Time: 2:30 pm.		No se los Nombres.
If claim is for Equitable Indemnity, give date claimant served with complaint: _____		
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:		
Describe in detail how the DAMAGE or INJURY occurred.		
Fui detenido y puse todas mis pertenencias sobre un cofre de una patrulla. de ahí un oficial tomo mi ID para hacer un reporte Esa fue la última vez que vi mi cartera la cual se quedó junta a un cargador y un plástico negro		
Why do you claim the City of Irwindale is responsible?		
Por que ellos me detuvieron ellos fueran los que tomaron mi cartera nunca me dieron Nada,		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.		
Una Cartera Azul con valor de 500 dls 200 dls cash aprox, tarjetas de presentación 5 tarjetas de Bancos, tarjeta Kaise, Costco, Gift card. No recuerdo.		

Claimant's Name: <u>Jose Alfredo Herrera Gudino</u>		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. <u>Pido que se recupere mi cartera o el valor declarado</u> <u>Y se responsabilice al Responsable.</u>		
Give estimated amount of future losses due to INJURY or DAMAGE: <u>wallet 500 dls.</u> <u>cash 200 dls.</u> <u>cards 100 dls.</u> <u>total \$ 800</u>		
Was damage and/or injury investigated by the police? <u>yes</u> If yes, what City? <u>Irwin, ndale</u>		
Were paramedics or ambulance called? _____ If yes, name City or ambulance _____		
If injured, give name and address of your doctor and the date and time of your first visit:		
Doctors and Hospitals:		
Doctor _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship) <u>[Signature]</u>	Typed Name <u>Jose Alfredo Herrera</u>	Date <u>11/14/22</u>

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



CARL WARREN & COMPANY
Claims Management and Solutions

A  **VENBROOK** Company

12/8/2022

TO: City of Irwindale

ATTENTION: Laura Nieto

RE:	Claim	: Jose Herrera Gudino V. City of Irwindale
	Claimant	: Jose Herrera Gudino
	Member	: City of Irwindale
	Date Rec'd by Mbr	: 11-14-2022
	Date of Event	: 11-05-2022
	CW File Number	: 3040274 JBV

Please allow this correspondence to acknowledge receipt of the captioned claim.
Please take the following action:

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

Please include a proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the Notice of Rejection and copy of Proof of Mailing. If you have any questions, feel free to contact the assigned adjuster or the undersigned claims specialist.

Very truly yours,

Janice Baluyut

Janice Baluyut
Claims Examiner

Carl Warren & Company, LLC | A Venbrook Company

Direct: 657.622.4326

Email: JBaluyut@CarlWarren.com

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

City of
IRWINDALE
AGENDA REPORT

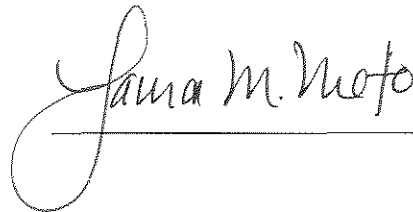
Date: December 14, 2022
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Mayor's Appointments of Delegates and Alternates

City Manager's Recommendation:

Adopt Resolution No. 2022-116-3366 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Mayor, at the beginning of his/her term, makes appointments to various organizations. Some of these organizations require formal action by the Council in the form of a resolution. Rather than prepare several resolutions, staff has incorporated all appointments into one resolution for Council adoption.

Attached is a brief summary relating to the individual organizations and the current list of delegates and alternates, as appointed in 2021.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Summary of Organizations
Resolution No. 2021-112-3324
Proposed Resolution No. 2022-116-3366

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
California Contract Cities Association 11027 Downey Avenue Downey, CA 90241 www.contractcities.org 562-622-5533	The Association is comprised of member cities that contract for major municipal services on an as-needed basis, such as police services, fire services, animal control, public works, and/or building and safety. Dinner provided at meetings.	3rd Wednesday of each month at 6:00 p.m.	Various Locations	N/A
League of California Cities 1400 K Street, Ste. 400 Sacramento, CA 95814 www.cacities.org Jennifer Quan 526-301-0387 L.A. Division Rob Korinke	All Councilmembers are invited to meetings; however, Delegates are appointed in case member cities need to vote to ratify a decision of the Board. Annual conferences are held in the summer. Working agendas are discussed at meetings, where attendees are usually provided with updates. Dinner provided at meetings. Mayor attends City Selection Committee meeting to vote.	The Los Angeles County Division holds general membership meetings at various times throughout the year; all meetings begin with a reception at 6:00 p.m. followed by the meeting	Various Locations	N/A
California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 www.cjpia.org 562-467-8700	A Board of Directors, consisting of one elected official appointed by each Member Agency, governs the CA JPIA. The Executive Committee meets monthly to supervise and conduct Authority affairs. The Authority works with members to reduce the frequency and severity of claims. Through risk analysis and continuous education, the CA JPIA helps its members identify exposures and prevent losses.	Annual Board of Directors meeting held in July; Executive Committee meetings are on the 4th Wednesday of the month at 5:30 p.m.	8081 Moody Street La Palma 90623	\$100 annual stipend payable to the voting delegate and travel reimbursement for eligible agencies; no monthly meeting stipend
Foothill Transit Zone 100 S. Vincent Ave., Ste. 200 West Covina, CA 91790 www.foothilltransit.org 626-967-3147	Board business meetings held to review performance reports. Annual meetings held to approve budget.	Annual Governing Board meeting in May; Governing Board meetings held 4th Friday of the month at 7:45 a.m.	100 S. Vincent Ste. #200 West Covina	\$100
Independent Cities Association 1601 N. Sepulveda Blvd., Suite 744 Manhattan Beach, CA 90266 www.icacities.org 877-906-0941	The mission of the Independent Cities Association is to educate, advocate, and provide information on issues of common concern. Works in cooperation with one another and all levels of government to achieve goals and provide services that are mutually beneficial to members.	Dates Vary	Locations Vary	None

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
County Sanitation Districts Nos. 15 and 22 of L.A. County P.O. Box 4998 Whittier, CA 90607-4998 www.lacsd.org 562-699-7411, ext. 1500	The Sanitation Districts construct, operate, and maintain facilities to collect, treat, recycle, and dispose of sewage and industrial wastes. The Sanitation Districts also provide for the management of solid wastes including disposal, transfer operations, and materials recovery. Local sewers and laterals that connect to the Sanitation Districts' trunk sewer lines are the responsibility of the local jurisdictions, as is the collection of solid wastes. Mayor is automatically a Director, who represents specific districts. Chief engineer provides progress reports at meetings.	4th Wednesday of the month at 1:30 p.m.	1955 Workman Mill Rd Whittier 90601 and Zoom	Compensated \$125 per District, per meeting; Delegate represents Districts 15 & 22. Mileage is also reimbursed
Southern California Association of Governments 818 W. Seventh St., 12th floor Los Angeles, CA 90017 www.scag.ca.gov 213-236-1800	As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the Federal Government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. General Assembly discusses future plans and projects, financial reports, mutual projects, goals and objectives.	Annually (May) Regional Conference & General Assembly (Voting)	Various locations	No stipend for General Assembly meeting
Gold Line Phase II Construction Authority 406 E. Huntington Dr., Ste. 202 Monrovia, CA 91016 www.foothillextension.org 626-471-9050	Meet to keep members apprised of the activities of the extension of the Gold Line from Pasadena to Ontario.	2nd Thursday of the month at 11:30 a.m.	406 E. Huntington Dr., Ste. 202 Monrovia and via virtual platform	\$150
San Gabriel Valley Council of Governments 1000 S. Fremont Ave., Unit 42 Bldg. A10, Suite 10210 Alhambra, CA 91803 www.sgvkog.org	The Agency addresses a number of issues including transportation, housing, water, and the environment that impact the quality of life for our residents. Delegates and Alternates must be appointed by resolution or minute action. Dinner provided at meetings	Governing Board meets every 3rd Thursday of the month at 4:00 p.m.	Zoom	\$50 stipend; if both delegate and alternate attend meeting, only the delegate receives the stipend

2022

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
San Gabriel Valley Mosquito & Vector Control District 1145 N. Azusa Canyon Road West Covina, CA 91790 www.sgvmosquito.org 626-814-9466	Board of Trustees oversees and provides counsel and direction to management; sets policy; hires District Manager; retains legal counsel. Appointment can be for either a 2- or 4-year term, depending on Council's preference.	2nd Friday of the month at 7:00 a.m.	District Office 1145 N Azusa Canyon West Covina or Zoom	\$100

RESOLUTION NO. 2021-112-3324

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE
APPOINTING DELEGATES AND ALTERNATES
AS OFFICIAL REPRESENTATIVES OF THE CITY**

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-22
2.	ALTERNATE:	Mark A. Breceda	12-31-22

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated (*Mayor attends the City Selection Committee meeting to vote and is the delegate*):

1.	DELEGATE:	Larry G. Burrola	12-31-22
2.	ALTERNATE:	Albert F. Ambriz	

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	Albert F. Ambriz	12-31-22
2.	ALTERNATE:	Mark A. Breceda	12-31-22

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-22
2.	ALTERNATE:	Manuel R. Garcia	12-31-22

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Mark A. Breceda	12-31-22
2.	ALTERNATE:	Manuel R. Garcia	12-31-22

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated (*Mayor is automatically a Director/Delegate*):

1.	DELEGATE:	Larry G. Burrola	12-31-22
2.	ALTERNATE:	Albert F. Ambriz	12-31-22

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	Larry G. Burrola	12-31-22
2.	ALTERNATE:	Mark A. Breceda	12-31-22

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-22
2.	ALTERNATE:	Larry G. Burrola	12-31-22

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	Albert F. Ambriz	12-31-22
2.	ALTERNATE	Manuel R. Garcia	12-31-22

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	(2 year term) 12-31-22

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 8th day of December, 2021.


Larry G. Burrola, Mayor

ATTEST:


Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2021-112-3324 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 8th of December, 2021, by the following vote:

AYES: Councilmembers: Ambriz, Breceda, Garcia, Ortiz, Mayor
Burrola

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Laura M. Nieto
Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2022-116-3366

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF IRWINDALE
APPOINTING DELEGATES AND ALTERNATES
AS OFFICIAL REPRESENTATIVES OF THE CITY**

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate)*:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated (*Mayor is automatically a Director/Delegate*):

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	12-31-23
2.	ALTERNATE:	12-31-23

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	12-31-23
2.	ALTERNATE	12-31-23

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	(2 year term) 12-31-24
		OR
		(4 year term) 12-31-26

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 14th day of December, 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-116-3366 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 14th of December, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Appointment of Parks & Recreation Commissioners

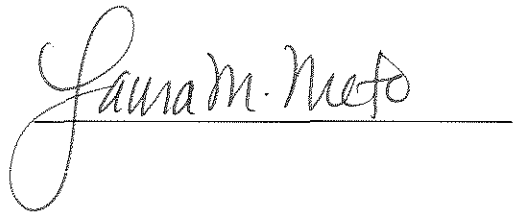
City Manager's Recommendation:

Adopt Resolution No. 2022-117-3367 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared by:

Laura Nieto, Chief Deputy City Clerk

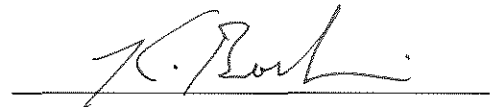


Reviewed by:

Adrian R. Guerra, City Attorney

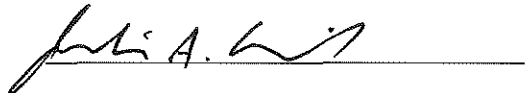
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The terms for Parks & Recreation Commissioners Carmen Roman and Marguerite Lopez-Sapien will expire on December 31, 2022. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the deadline of Thursday, December 1, 2022 (in order received):

Michelle Duran
Marguerite Lopez-Sapient
Carmen Roman
Veronica Guzman-VanMarcke
Linda S. Marez

In accordance with Resolution No. 2020-60-3220, the deadline for submission of late applications was Wednesday, December 7, 2022. One application was received from Robert Gallegos.

It would be appropriate for the City Council to make two appointments to the Parks & Recreation Commission, for three-year terms expiring December 31, 2025.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2022-117-367

Applications of:

Michelle Duran
Marguerite Lopez-Sapient
Carmen Roman
Veronica Guzman-VanMarcke
Linda S. Marez
Robert Gallegos

RESOLUTION NO. 2022-117-3367

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING TWO MEMBERS TO THE PARKS & RECREATION
COMMISSION OF THE CITY OF IRWINDALE**

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.28.010, the following persons are appointed to the Parks & Recreation Commission of the City of Irwindale, to serve a term of office to commence January 1, 2023, and to expire on December 31, 2025.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this 14th day of December 2022.

Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-117-3367 was adopted at a regular meeting of the Irwindale City Council held on the 14th day of December 2022, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



RECEIVED

NOV 07 2022

CITY OF IRWINDALE

2:58pm
sf.

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: Recreation Commissioner
(print or type name of one Board or Commission)

Name: Michelle Duran
Address: [REDACTED]
Occupation: Contract Manager
Employer: Unemployed
Address: _____
Home Phone: [REDACTED] Business Phone: () _____
Years in Irwindale: 16 Registered Voter? Yes
Educational background / degree: _____
Licenses or Special Certificates: Jr. Accountant/Business Management Certification

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. I currently serve as Vice Chair of the Irwindale Community Foundation. I'm currently into my second term and have proudly served for over 3 years.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I would like the opportunity to work with the other commissioners as they provide direction regarding our parks and recreation programs that will best serve our community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe I'm an excellent candidate as a Parks & Recreation Commissioner. I come to you without a political agenda, only a love for my community and how to best serve, all its residents, both young and old.

Have you applied for a City Board or Commission before? Yes X No _____
If so, which one? Irwindale Community Foundation

Application for Appointment
To Board or Commission

Page 2

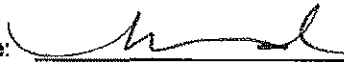
Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I possess 35+ years of experience in working with public municipalities. As a resident representative board member I've worked closely with the sitting Mayor, City Manager, Assistant City Manager and City Clerk. Finally, my love for our community and desire for its best would be my greatest contribution.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
 I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 11/04/2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Regina Michelle Duran

Contract Manager

Contact

[REDACTED]
Irwindale, CA 91706
[REDACTED]

Education

1990 -1992

El Dorado College of Business
West Covina, CA

Jr. Accountant Certification

Maintained a 3.8 GPA

Course of study included an emphasis on Bookkeeping and Business Law

Years of Experience

30+

Key Skills

- Contract Negotiation
- Post Award Administration and Activities
- Professional, Design Build/Design Bid Build
- Construction Contract Management

Objective

My goal is to make a difference. To positively impact the people and organizations that I encounter. Always keeping an open mind and willingness to explore new and innovative ideas.

02/2022 – 09/2022

Municipal Reporting Supervisor - ATHENS SERVICES

- Successfully, Supervise the timely submission of Municipal Contract Compliance Reporting for each Franchise Agreement.
 - Contract review and data extraction.
 - Gather tonnage, diversion, and landfill data for weekly, monthly, quarterly and annual reporting.
 - Schedule the reporting deadlines and the staff responsible for each.
 - Ensure that all data required contractually is presented and reported accurately.
 - City Business License, Hauling Permit and Registration monitoring, renewal, and submission for all municipalities.
- Use of the following software.
 - Microsoft Excel (Heavy)
 - BI Launch Pad
 - Doc Agent
 - Infinium
 - Kronos
 - Adobe Acrobat PRO DC
 - Microsoft Word
 - Microsoft One Note

Notable Projects

- **Gerald Desmond Bridge,**
Long Beach, CA
- **Rams Inglewood Stadium,**
Inglewood, CA
- **I-405 Improvements Project,**
Costa Mesa, CA
- **Jordan Down Housing Projects,**
Los Angeles, CA
- **Path Metro Villas (2 phases),**
Los Angeles, CA
- **Cielito Lindo Apartments,**
Los Angeles, CA

Contractors

- **Westport Construction,**
Monrovia, CA
- **Walton Construction,**
San Dimas, CA
- **Spiniello Infrastructure West,**
Pomona, CA
- **Layton Contractors, Inc.,**
Huntington Beach, CA
- **Hensel Phelps Construction,**
Greeley, CO

Project Types/Agencies

- **Prevailing Wage**
- **Section 3 (HUD)**
- **Federal Davis Bacon**
- **MBE (Minority Owned Business)**
- **WBE (Women Owned Business)**
- **CALTRANS**
- **LA Airports**

01/2007 – 02/2022

Contract Manager - CELL-CRETE CORPORATION/FISHER HOLDINGS, INC.

Responsibilities included:

- Managing a team of six individuals.
- Process an average of 135 contracts a month.
- Interfaced with 18 salesmen.
- Projects were from 6 different divisions and 5 separate companies.
- Locations in California, Arizona, Nevada, Washington, Utah, and Oregon.
- Doing business in each of the above states including Montana, Wisconsin, Florida, Alaska, Hawaii, Colorado, Texas, and Wyoming.
- Research, apply and renew approx. 660+/-, Registrations, Business Licenses and Hauling Permits required for all projects.
- Annual renewal and update of State Contractors Licenses and each Office of the Secretary of State.
- Interface with in-house counsel on all legal matters and case progress.
- Maintenance of all legal case files.
- Contract review included strike outs of undesirable clauses, verify Insurance requirements, determine level of exposure, and renegotiate subcontracts.
- Engage with the salesmen to ensure they have provided sufficient documentation to validate the contract value and budgets provided confirming any scope revisions in question.
- Coordinate with legal counsel and Insurance Brokers for any questionable contract issues.
- Prepare monthly capture reports to be submitted to CFO and President.
- Review monthly WIP reports for departmental accuracies.
- Review applicants, conduct interviews, make formal offers for the Contracts Department staff. Conduct probationary, annual, and disciplinary reviews providing CFO with wage increase recommendations.
- Work with all Sales Management staff to review and revise policies and procedures to simplify workflow and speed accurate processing of subcontract agreements.

2004 - 2007

SUBCONTRACT ADMINISTRATOR – VALLEY-CREST LANDSCAPE DEVELOPMENT

- Responsibilities included:
- Processing project subcontracts from inception to close out.
- Contract review, edit and negotiation.
- Contract compliance including, obtaining insurance, WRAP Enrollment and bond coverages.
- Completion and submission of labor compliance documentation.
- California preliminary notice filings, lien releases, invoice processing and tracking through project close out.
- Research, apply and renew Registrations and Business Licenses required.

- Los Angeles Housing Department (LAHD)
- Los Angeles Unified School District (LAUSD)
- Housing Authority of the City of Los Angeles (HACLA)
- Los Angeles Community Development Commission (LACDC)
- San Bernardino County

Software Proficiencies

- Spectrum
- American Contractors
- Microsoft Word
- Microsoft Excel
- Microsoft Outlook
- Microsoft Note
- Microsoft Teams
- Adobe Acrobat Pro
- IBM-Intuit/Quickbooks, Quickpay

1999 - 2004

CONTRACT ADMINISTRATOR – TERRA-CAL LANDSCAPE, INC.

- Responsibilities Included:
- Processing project subcontracts from inception to close out.
- Contract review, edit and negotiation.
- Contract compliance including, obtaining insurance, WRAP Enrollment and bond coverages.
- Completion and submission of labor compliance documentation.
- California preliminary notice filings, lien releases, invoice processing and tracking through project close out.
- Research, apply and renew Registrations and Business Licenses required.

Leadership

I'm actively volunteering in local community events and organizations. I've served as a board member on the Irwindale Community Foundation for two terms, currently sit as Vice Chair. I'm also an active member of The City of Irwindale's Kindness Crew, a non-profit organization which selects an organization, fundraises to provide needs, such as the local foster care program to donate duffle bags filled with supplies and needs for the infants and children as they're placed in foster care.

References

[Available upon request.]



RECEIVED
NOV 21 2022
CITY OF IRWINDALE

St.
4:31pm

**APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION**

List the Board or Commission applying for: Park And Recreation
(print or type name of one Board or Commission)

Name: Marguerite S. Lopez-Sapien
Address: [REDACTED]
Occupation: Patient Financial Services
Employer: USC Arcadia Hospital
Address: 300 W Huntington Drive Arcadia CA 91006
Home Phone: ([REDACTED]) Business Phone: () [REDACTED]
Years in Irwindale: 55 Registered Voter? yes
Educational background / degree: Some College
Licenses or Special Certificates: CPR and MAB

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Irwindale Siter City, Our Lady of Guadalupe (Food Bank and CCD)

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I would like to continue to serve and provide a difference for the community. As a Commissioner it is a pleasure serving and improving the Park and Recreation Department.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am a great board member because I love Irwindale and want only the BEST for our residents. I have been serving this board and have many new ideas and hope to grow with the City

Have you applied for a City Board or Commission before? Yes X No
If so, which one? Park and Recreation

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I am a well rounded Individual and have many life experiences to share with the resident to make our PARKS the BEST.

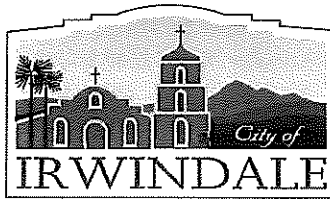
PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Margaret S. Saper Date: 11-29-2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



RECEIVED

10-25 AM
NOV 23 2022

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

CITY OF IRWINDALE
CITY CLERKS DEPT.

List the Board or Commission applying for: PARK and RECREATION COMMISSION
(print or type name of one Board or Commission)

Name: CARMEN M ROMAN

Address: [REDACTED] IRWINDALE CA 91706

Occupation: MENTAL HEALTH WORKER

Employer: BRIDGES INC.

Address: 11927 ELLIOT AVE., EL MONTE, CA 91732

Home Phone: [REDACTED] Business Phone: [REDACTED]

Years in Irwindale: 50+ Registered Voter? YES

Educational background / degree: MENTAL HEALTH / DRUG + ALCOHOL

Licenses or Special Certificates: DRUG + ALCOHOL COUNSELOR / DOMESTIC VIOLENCE COUNSELOR

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. PLANNING COMMISSIONER 2010-2014
PARK and RECREATION COUNSELOR - CURRENT

Commissioner (per applicant request 11/23/22 on)

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.)

I LOVE CONTRIBUTING and MAKING A DIFFERENCE IN MY COMMUNITY, SERVING ON COMMISSION LETS ME REACH THIS LIFE GOAL. SERVING LETS ME HELP PARKS MAKE LIVES BETTER.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.)

I WOULD CONTINUE TO SERVE, PARTICIPATE, MAKE A DIFFERENCE AND TO BE A TEAM MEMBER. THIS IS AN IMPORTANT AND FUN COMMISSION THAT I WOULD APPRECIATE SERVING.

Have you applied for a City Board or Commission before? Yes X No

If so, which one? PLANNING COMMISSIONER, PARK and RECREATION COMMISSIONER

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: MT. SAC COLLEGE CITIZENS OVERSIGHT COMMITTEE MEMBER,

VOLUNTEERED FOR SEVERAL YEARS IN IRWINDALE RECREATION DEPT.

AND AT OLG CHURCH; HAVE WORKED WITH CHILDREN/ADULTS OF ALL ABILITIES.
I AM AN ENERGENIC AND INVOLVED RESIDENT FOR 50+ YEARS.

CERTIFICATION

By initialing below, I certify:

CAR I am a registered voter in the City of Irwindale

CE I meet the minimum age requirement of 50 years (if applying for the Senior Citizen Commission)

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Carmen M. Roman Date: November 23, 2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



CARMEN M ROMAN

📍 Irwindale, CA

✉ [REDACTED]

☎ [REDACTED]

PROFESSIONAL PROFILE

Resourceful, committed mental health worker and community advocate with over 25 years of service providing care and supervision of adult clients.

EDUCATION	SKILLS	COMMISSIONS
CERTIFIED DRUG & ALCOHOL COUNSELOR Mt. Sac College / 2012-2016	◦ Active Listening ◦ Social Perceptiveness ◦ Service Oriented ◦ Microsoft Word & Excel ◦ Speaking Effectively	◦ Irwindale Park & Rec Commission 2020 - Current ◦ Irwindale Planning Commission 2010-2014
CERTIFIED DOMESTIC VIOLENCE COUNSELOR Mt. Sac College / 2012-2016		
PHI THETA KAPPA MEMBER 2014 - CURRENT		

WORK EXPERIENCE

MENTAL HEALTH WORKER

Bridges Inc. / El Monte, CA / 2021 - Present and 2014 -2018

Conduct client and house safety rounds. Create and facilitate groups from one-on-one to twenty, dealing with issues, problem-solving, socialization, and giving clients tools to succeed in daily life. Assist clients with learning skills such as cooking, making beds, laundry, money management, and homework. Transport and accompany clients on medical appointments and shopping excursions. Administers and assists clients with taking medication. Conduct medication counts and tracking. Work individually on shifts as well as part of a team. Current in Psychiatric Disorders, Substance Use Disorders, CPR, and First Aid certifications.

COMMITTEE MEMBER

Mt. Sac College Citizens Oversight Committee / Walnut, CA / 2017 - 2022

Worked on the Master Plan Bond Project, reviewed bond projects, and oversaw financial and budgetary activities.

MENTAL HEALTH WORKER INTERNSHIP

Prototype Women's Center / Pomona, CA / 2014

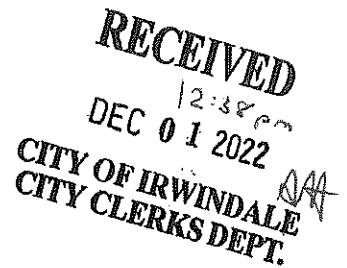
Worked in a residential drug and alcohol treatment center housing over 100 women and children. Provided one-on-one counseling during the intake process. Prepared and facilitated groups of ten to fifty women dealing with substance abuse. Taught and mentored women with daily activities. Provided care and supervision of clients. Wrote reports, filed, administered client drug tests, and performed various office duties.

OFFICE SERVICES WORKER / VENDOR COORDINATOR

San Gabriel / Pomona Regional Center / Pomona, CA / 1990 -2012

Office Service Worker – Various office duties included greeting clients, ordered office supplies, sorted and filed mail. Transcribed highly confidential Doctor's reports on clients and provided internal and external customer service.

Vendor Coordinator – Provided customer service for clients. Received and processed vendor applications such as Doctors, stores, Psychologists, and transportation. Scanned confidential documents into the computer system. Purchased, processed, and delivered transportation such as bus passes, vouchers, and taxi services. Entered data, and quality assurance of vendor homes and vans.



Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

I worked for the Council of Europe in France and have experience working for government entities. I am trilingual, have 25+ years administrative work experience. I've also worked for the Registrar/Recorder County clerk's office in Los Angeles. As mentioned before my 2 boys are heavily involved in all
PLEASE INCLUDE A RESUME, IF AVAILABLE the Parks & Rec programs,

Signature: _____



Date: _____

11/30/22

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



RECEIVED

DEC 01 2022 3:30pm

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: Recreation Dept.
(print or type name of one Board or Commission)

Name:

Linda S. Marez

Address:

[Redacted], Irwindale

Occupation:

Retired

Employer:

N/A

Address:

N/A

Home Phone:

[Redacted]

Business Phone:

N/A

Years in Irwindale:

50 years

Registered Voter?

Yes

Educational background / degree:

High School Diploma and some college

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.)

I would like to give back to my community. Irwindale has provided my family and I with various opportunities such as dance, swim lessons and numerous educational activities.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.)

I feel I would make a great commissioner because I have been actively involved in Parks and Recreation for 31 years.

Have you applied for a City Board or Commission before? Yes ☒ No

If so, which one?

Parks and Recreation / Senior Commission

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

I worked in the Recreation Dept. for 31 years. I am familiar with the everyday activities of Recreation.

CERTIFICATION

By initialing below, I certify:

LM I am a registered voter in the City of Irwindale
LM I meet the minimum age requirement of 50 years (if applying for the Senior Citizen Commission)

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S Marez Date: Dec 1, 2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Appointment of Planning Commissioners

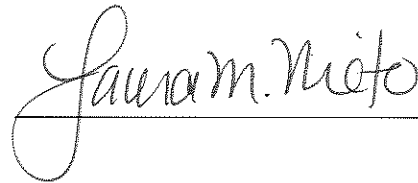
City Manager's Recommendation:

Adopt Resolution No. 2022-118-3368 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared by:

Laura Nieto, Chief Deputy City Clerk

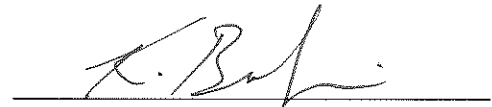


Reviewed by:

Adrian R. Guerra, City Attorney

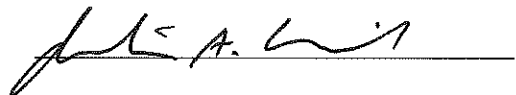
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The terms for Planning Commissioners Suzanne Gomez and Robert Hartman will expire on December 31, 2022. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the deadline of Thursday, December 1, 2022 (in order received):

Robert Hartman
Suzanne Gomez
Maricela Frymark

In accordance with Resolution No. 2020-60-3220, the deadline for submission of late applications was Wednesday, December 7, 2022. One application was submitted by Robert Gallegos.

It would be appropriate for the City Council to make two appointments to the Planning Commission, for four-year terms expiring December 31, 2026.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2022-118-3368

Applications of:

Robert Hartman
Suzanne Gomez
Maricela Frymark
Robert Gallegos

RESOLUTION NO. 2022-118-3368

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING TWO MEMBERS TO THE PLANNING COMMISSION
OF THE CITY OF IRWINDALE**

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.32.020, the following are appointed to the Planning Commission of the City of Irwindale, to serve a term of office to commence January 1, 2023, and to expire on December 31, 2026.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this 14th day of December 2022.

, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-118-3368 was adopted at a regular meeting of the Irwindale City Council held on the 14th day of December 2022, by the following vote of the Council:

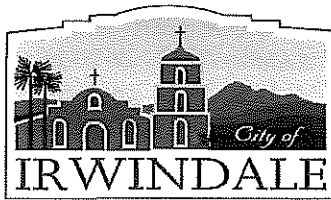
AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



RECEIVED

NOV 29 2022

CITY OF IRWINDALE
CITY CLERKS DEPT.

5:30pm

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Robert Hartman

Address: [REDACTED]

Occupation: Retired

Employer: _____

Address: _____

Home Phone: [REDACTED] Business Phone: () _____

Years in Irwindale: 39 years Registered Voter? yes

Educational background / degree: High School Diploma, Attended Mt SAC

Licenses or Special Certificates: Registered FAA recreational Drone Pilot

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commission

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I love being a part of the Irwindale community. I lived in Glendale for 30 yrs but Irwindale is my home. I love the small town feeling of Irwindale. It is a privilege to live in a city that does so much for its people. Serving on the Planning Commission is my way of giving back.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am loyal, Trustworthy & Detail oriented. I enjoy being involved in the decisions that effect our community

Have you applied for a City Board or Commission before? Yes X No _____

If so, which one? Planning Commission

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I am able to read blueprints & plans so as to make

proper decisions, I know and understand many of the City
building codes & guidelines

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale

 I meet the minimum age requirement of 50 years (if applying for the Senior Citizen Commission)

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Robert E. Harten Date: 11-29-22

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



RECEIVED

NOV 30 2022

CITY OF IRWINDALE
CITY CLERKS DEPT.

11:11am

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: PLANNING
(print or type name of one Board or Commission)

Name: Suzanne Gomez

Address: [REDACTED]

Occupation: Adjunct Teacher

Employer: Mount San Antonio Junior College

Address: 1160 N. Grand Ave, Walnut CA 91790

Home Phone: [REDACTED] Business Phone: ()

Years in Irwindale: 45 Registered Voter? yes

Educational background / degree: MASTERS PUBLIC ADMINISTRATION

Licenses or Special Certificates: At certification

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commission
8 months currently.

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I share a positive vision for the community, as my family, my father and mother were life long residents, and as many in the community we hold it dear to our heart.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) My father worked as an Irwindale PD until he retired. He promoted education - thus providing me with a good education to utilize as a visionary for our city.

Have you applied for a City Board or Commission before? Yes X No

If so, which one? Planning April 2022

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I enjoy all the activities in the city as well as interacting with residents and each department. I have past experience as an intern in the City of San Dimas while in college and I use those experiences to enhance my skill-set.

CERTIFICATION

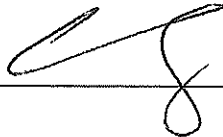
By initialing below, I certify:

☒ I am a registered voter in the City of Irwindale

☐ I meet the minimum age requirement of 50 years (if applying for the Senior Citizen Commission)

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____



Date: _____

11/28/22

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



RECEIVED
DEC 01 2022 5:24 pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Maricela Frymark

Address: [REDACTED]

Occupation: Director of School Policy

Employer: Propel Charter Management Group

Address: 800 S. Barranca Ave. Suite 200, Covina

Home Phone: [REDACTED] Business Phone: [REDACTED]

Years in Irwindale: 36 Registered Voter? YES

Educational background / degree: M.A. Education, Curriculum and Instruction, B.A. Communications

Licenses or Special Certificates: Tier 1 Administrative Services Credential, Single Subject English Teaching Credential

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Merwin PTA Board, CVUSD PTA Board

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I have strong desire to use my educational knowledge and experience in fiscal management, public policy and planning to serve the residents of the Irwindale community and give back to a city that offered me and my family vast opportunities.
My experience in public service will give way to meaningful and positive changes within the community, promoting growth and inclusiveness.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) A good board member is unbiased, reviews data/ plans/ and financials -basing decisions based on the safety and welfare of ALL Irwindale residents. I have many years of experience in working alongside many staff, students, parents and other critical educational and community stakeholders to collaborate on making key decisions that meet the many varying needs of a school community. This experience has offered me the tools and knowledge to do the same for the Irwindale Community.

Have you applied for a City Board or Commission before? Yes _____ No X

If so, which one? _____

Application for Appointment
To Board or Commission

Page 2

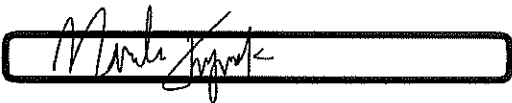
Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Worked for the City of Irwindale in 2007-Summer Youth Coordinator and City Manager Intern;
Vast experience in public policy, writing and development, communications and experience in being a part of
governing bodies.

CERTIFICATION

By initialing below, I certify:

☒ I am a registered voter in the City of Irwindale
☐ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: December 1, 2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Maricela R. Frymark

Irwindale, CA 91706 •

Professional Objective: To motivate teaching staff and students to set goals with high standards for school achievement through strategic plans, systems, and structures. Establish and maintain productive working relationships with all support departments, peers, and administration staff by fostering a positive, collaborative and supportive relationship with all educational partners.

EXPERIENCED IN:

Direct Interactive Instruction	Classroom Management	Professional Learning
Differentiated Instruction	Technology Integration	Data Analysis
Cooperative Learning	Multicultural Awareness	Master Scheduling
Student Motivation	Interventions	Parent Presentations
Overseeing/Managing Events	Team-Building	Progressive Discipline
Balancing school budgets	School Policy Development	Legislation analysis
Strategic planning	Leadership Development	School Safety Management

Education and Credentials

- Preliminary Tier 1 Administrative Credential, California State Polytechnic University Pomona – 2018
- Clear Single Subject Clear Teaching Credential, English, California State Polytechnic University, Pomona
- M.A of Education in Curriculum and Instruction, California State Polytechnic University, Pomona, 2012
- B.A. Communications, California State Polytechnic University, Pomona, 2006

Professional Experience

Propel Management Group- (2019-Present)

Director of Instruction/Director of School Policy

- Fulfilled organizational mission and short/long term goals using strategic planning, school achievement data and technology.
- Use financial skills to maximize budgets ranging from \$9 million to \$20 million to meet organizational goals.
- Develop and expand relationships with community leaders, key community stakeholders, and outside organizations in support of school goals and initiatives.

- Work alongside Principals to communicate chartering districts expectations, develop systems to ensure compliance with MOUs, school policies and legislation.
- Oversee day to day operations in multiple sites including school achievement, school budgets, planning and program development.

Options For Youth Public Charter School (6/2015 to 2/2018)

Principal

- Work with and manage leadership teams to implement charter wide initiatives.
- Monitor and maintain enrollment numbers for all charter school sites and ensure student achievement is at the forefront.
- Collaborate with the leadership team to plan and design professional developments across all subject areas and set aside intentional time for planning and development.
- Provide instructional support for teachers, observe, and evaluate instruction through use of different evaluation systems.
- Oversee the day-to-day operations in the charter, including school programs, student achievement, budget, and school wide planning.
- Monitor charter LCAP goals and provide weekly updates to all staff.
- Implement charter wide plans to ensure school resources are allocated appropriately and equitably.
- Motivate and support students using positive intervention meetings and regular student monitoring.
- Utilize data to drive instruction and improve the rigor and expectations of instruction and student progress.

Options For Youth Public Charter School (5/2013 to 6/2015)

Assistant Principal

- Implement ongoing training and staff development, including regular teacher observation feedback and goal setting.
- Communicate changes in policies or procedures to staff; provide support to staff for smooth transitions in school roles as required.
- Oversee the day-to-day operations in the school site, including school achievement, budget and planning.
- Handle all student discipline as well as interventions when educational goals are not met.
- Create class scheduling based on site need and ensure the school is offering social emotional support and guidance to all students.

Options For Youth (1/2013-5/2013)

Regional Trainer

- Trained, supported, and observed Teachers, ensuring effective teaching, and learning practices were used and data drive instruction was happening in all learning modalities.
- Provided professional development and many areas including data tracking, parent communications, class-set up and school culture training.
- Created testing calendars, analyzing student data, distributed, and collected state testing materials, and collaborated with various departments to ensure accuracy of student data for teacher training and student learning.

Options For Youth Public Charter High School (4/2011 to 1/2013)

Independent Study Teacher

- Ensured that the Common Core State Standards were being taught and the students were aware of the objectives and learning targets for each lesson.
- Delivered and tailored curriculum to students in grades 9-12, in addition to creating individual education plans for each student.
- Designed and adapted curriculum for a wide range of students, including those with special needs and adaptations for English language learners of all levels.
- Helped maintain a growing sports program by coaching girls' soccer and volleyball teams, leading both teams to the playoffs.

Ipoly Charter School, Los Angeles County Office of Education (1/2011 to 3/2011)

Substitute / Summer School Teacher

- Provided high quality, subject specific instruction, and academic support. Contacted parents regarding student progress.
- Managed student attendance to ensure academic progress.
- Graded student work including alternative assessments, essays, and projects.

Duarte Unified School District, Los Angeles, California (9/2010-12/2010)

Substitute Teacher

- Worked with grades 6, 7 and 8 teaching all subjects as well as provided tutoring for students in an after-school program.
- Created and directed educational games with the students upon the completion of assignments.

Covina Valley Unified School District, Los Angeles, California (2006-2012)

Substitute Teacher

- Worked with grades 6, 7 and 8 teaching all subjects.
- Created and directed educational games with the students upon the completion of assignments.

Azusa Unified School District, Los Angeles, California (2009-2010)

Substitute Teacher

- Worked with all grades, teaching all subjects.
- Created and directed educational games with the students upon the completion of assignments.

City of Irwindale, Los Angeles, California (2010-2011)

Summer Youth Program Coordinator, City Manager's Office, Intern

- Worked with grades 6, 7 and 8 teaching all subjects as well as provided tutoring for students in an after-school program.
- Created and directed educational games with the students upon the completion of assignments.

COMPUTER / SPECIAL SKILLS:

- Proficient with Google Platforms, Microsoft Applications, Adobe, Canva
- Fluent in Spanish (Speaking and reading)

References Available upon Request

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Appointment of a Senior Citizen Commissioner

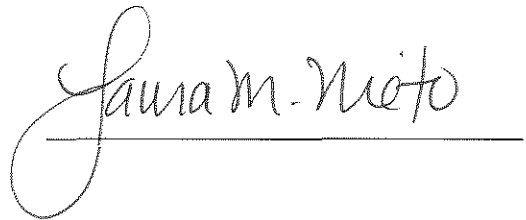
City Manager's Recommendation:

Adopt Resolution No. 2022-119-3369 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

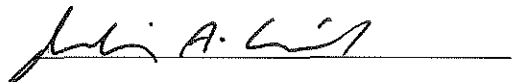
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The term for Senior Citizen Commissioner Virginia Diaz will expire on December 31, 2022. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the deadline of Thursday, December 1, 2022 (in order received):

Christina Fraijo
Natalie Orosco
Linda S. Marez

In accordance with Resolution No. 2020-60-3220, the deadline for late applications was Wednesday, December 7, 2022. There were no additional applications received.

Per Irwindale Municipal Code Section 2.56.020:

"No person shall be eligible for appointment to the senior citizen commission unless he or she is a resident, age fifty years or older and a registered, qualified voter of the city at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city."

All applicants have certified on their applications that they meet the minimum age requirement for consideration of appointment to the Senior Citizen Commission.

It would be appropriate for the City Council to make an appointment to the Senior Citizen Commission, for a three-year term expiring December 31, 2025.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachment:

Proposed Resolution No. 2022-119-3369

Applications of:

Christina Fraijo
Natalie Orosco
Linda S. Marez

RESOLUTION NO. 2022-119-3369

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPOINTING A MEMBER TO THE SENIOR CITIZEN COMMISSION
OF THE CITY OF IRWINDALE**

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.56.020, the following are appointed to the Senior Citizen Commission of the City of Irwindale, to serve terms of office to commence January 1, 2023, and to expire on December 31, 2025.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this 14th day of December 2022.

Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-119-3369 was adopted at a regular meeting of the Irwindale City Council held on the 14th day of December 2022, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED

NOV 21 2022

CITY OF IRWINDALE

4:55 pm
SF



APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commission
(print or type name of one Board or Commission)

Name: Christina Fraijo

Address: [REDACTED]

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: [REDACTED] Business Phone: () N/A

Years in Irwindale: 70+ years Registered Voter? Yes

Educational background / degree: Some High School

Licenses or Special Certificates: Lapsed after retirement: Customer Service, Food Handlers, etc

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. None

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) see attached

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) see attached

Have you applied for a City Board or Commission before? Yes _____ No X

If so, which one? N/A

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: _____

see attached

CERTIFICATION

By initialing below, I certify:

☒ I am a registered voter in the City of Irwindale

☒ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____

Christina Grejo

Date: _____

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Christina Fraijo

Irwindale CA 91706

What are your reasons for wanting to serve on the Board or Commission?

Irwindale Senior Center is a great place for the Senior population to stay connected and in community and I would be honored to have the chance to be a part of it.

As a lifetime resident of the City of Irwindale and a former City employee working at the Irwindale Senior Center for 12 years, I am interested in serving my community in this new capacity. I loved working with the Senior population and would be grateful to have the chance to continue to serve them as a Commissioner on the Senior Center Commission.

Why do you feel that you would make a good Board Member or Commissioner?

As a senior myself and former Senior Center employee, I have built relationships with the Seniors and the staff. I know firsthand what is provided, what is available and what the needs are. As a longtime resident of the City of Irwindale, I am extremely interested in its future and its reputation. I have and continue to volunteer with both the Senior Center and Recreation Departments and my volunteer experience shows that I take interest in the success of the programs and events that are offered.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government:

- The seniors feel comfortable coming to me as a longtime resident and as a former employee
- I have volunteered for several programs and special events
- I love working with the Senior population and I love serving others



RECEIVED
4:19 pm
NOV 29 2022
CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commission
(print or type name of one Board or Commission)

Name: NATACIE OROSCO

Address: [REDACTED]

Occupation: UNEMPLOYED

Employer:

Address:

Home Phone: [REDACTED] Business Phone: ()

Years in Irwindale: 20 YEARS Registered Voter? YES

Educational background / degree: HIGH SCHOOL

Licenses or Special Certificates: CERTIFICATE OF RECOGNITION CITY OF IRWINDALE
CERTIFICATE OF RECOGNITION UPPER SEMI MUNICIPAL WATER DISTRICT

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. IRWINDALE SENIOR COMMISSION
2014 - 2021

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) BEING ON THE COMMISSION FROM PREVIOUS YEARS
I HAVE LEARNED TO WORK FOR ALL SENIORS AND HIGHLY
RESPECT THE POSITION. I WOULD LIKE TO HELP ANY WAY I CAN.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I FEEL THAT I WOULD MAKE A GOOD COMMISSIONER
BECAUSE OF MY EXPERIENCE AS A CARE PROVIDER FOR
MY MOTHER.

Have you applied for a City Board or Commission before? Yes ☒ No ☐
If so, which one? COMMISSION (SENIOR)

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: PREVIOUS EXPERIENCE AS THE IRWINDALE

SENIOR COMMISSIONER

CERTIFICATION

By initialing below, I certify:

☒ I am a registered voter in the City of Irwindale

☒ I meet the minimum age requirement of 50 years (if applying for the Senior Citizen Commission)

PLEASE INCLUDE A RESUME, IF AVAILABLE

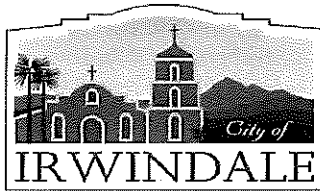
Signature: Natalie Orasco

Date: 11/17/22

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.



RECEIVED

DEC 01 2022

3:30pm

CITY OF IRWINDALE
CITY CLERKS DEPT.

APPLICATION FOR APPOINTMENT
TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commission
(print or type name of one Board or Commission)

Name:

Linda S. Alvarez

Address:

[Redacted]

Occupation:

Retired

Employer:

N/A

Address:

N/A

Home Phone:

[Redacted]

Business Phone: ()

Years in Irwindale:

50 yrs

Registered Voter?

Educational background / degree:

High school and some college

Licenses or Special Certificates:

N/A

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. N/A

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.)

I would like to give back to my community. Irwindale has been my home for most of my life and I would like to be more involved with city affairs.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.)

I am retired and I spend a lot of time at the Senior Center. I am familiar with issues involving Senior Citizens.

Have you applied for a City Board or Commission before? Yes ☒ No

If so, which one?

Senior and Recreation Commission

Application for Appointment
To Board or Commission

Page 2

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: _____

CERTIFICATION

By initialing below, I certify:

LSW I am a registered voter in the City of Irwindale
LSM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Linda S. Maroz Date: Dec 1, 2022

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Chief Deputy City Clerk
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Introduction and First Reading of Ordinance No. 764 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AND ALL OTHER ORDINANCES OR PORTIONS OF ORDINANCES IN CONFLICT THEREWITH, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

City Manager's Recommendation:

That the City Council introduce the first reading of Ordinance No. 764 amending Title 15 of Irwindale Municipal Code by adding Chapter 15.07 – Existing Building Code and adopting by reference the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and schedule a public hearing on January 11, 2023.

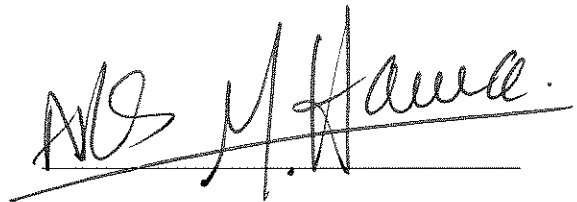
Administrative Action:

Submitted by:

Arsanious Hanna,
Director of Engineering/Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

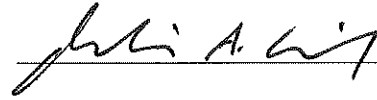


Electronically Approved

Kambiz Borhani,
Finance Director/City Treasurer

Electronically Approved

Approved by:
Julian A. Miranda, City Manager



Background and Analysis:

1. The State's Health and Safety Code requires Cities and Counties to adopt the most recent editions of the State Building Standards related to building construction. Most recently, the State of California adopted the 2022 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building Codes.
2. Title 15 of the Irwindale Municipal Codes (IMC) contains administrative and technical requirements for building construction. The City's current building code was last adopted in January 2020 by Ordinance 743.
3. On January 11, 2017, the City adopted Ordinance No. 709, and on January 8, 2020, the City adopted Ordinance No. 743, which set out provisions intended for use as Chapter 15.05 "Existing Building Code." However, Chapter 15.05 of the City's Municipal Code was already established through the adoption of Ordinance No. 697, adopted October 14, 2015, "EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS," and the provisions of Ordinance Nos. 709 and 743 were reclassified as Chapter 15.07 in the City's online version of the Municipal Code. Therefore, staff recommends that the City Council repeal Ordinance Nos. 709 and 743 in their entirety and formally add Chapter 15.07 "Existing Building Code" to the Irwindale Municipal Code.
4. On November 15, 2022, the Los Angeles County Board of Supervisors added and set forth provisions and regulations for the enforcement of Title 33 – Existing Building Code and adopted by reference, the 2022 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, with 2023 Los Angeles County Amendments. The Existing Building Code has been included as Part 10 of the California Building Standards Codes for the past three code cycles; however, now it is identified as a main code that requires adoption by all California jurisdictions.
5. Similar to past practice, the City will adopt the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with county amendments, by reference, to bring the City into compliance with the California Health and Safety Code.

6. Based on staff review of the new 2023 Los Angeles County Building Code and the County's amendments and the ongoing mining and reclamation operations in the City, the Public Works Department - Building Safety Division is proposing amendments to Appendix "J" (Grading Section) of the Los Angeles County Building Code.
7. This proposed City amendments to the 2023 County Building Code Appendix "J" are to carry over changes to the 2008 Building Code Appendix "J" that pertain to the administrative and technical standards for backfilling of open-pit mines using either inert debris fill or soil fill. This appendix will include the City's four technical guidelines and backfill settlement evaluation techniques that deal with mining and reclamation of open-pit mines as a mandated requirement for mining operations in the City and the technical bulletin that was prepared by the Irwindale Technical Advisory Committee as a supplement to the City's four technical guidelines.
8. Section 17958 of the California Health and Safety Code requires that, with any proposed amendment to the County Code, the City is to make findings that current and proposed technical changes to the County Code (State Codes) are necessary due to local climatic, geological, or topographical conditions. The proposed City's amendments to Appendix "J" are taken from the City's 2008 Building Code Appendix "J" section since these technical code amendments relate to the administrative and technical standards for backfilling of open-pit mines. Those changes need to be included in each Building Code update in order to become the City's Building Code. Engineering staff has reviewed the City's proposed technical code amendments and determined that they meet the intent of the State's Health and Safety Code.
9. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act pursuant to State Guidelines 15061(B)(3) and 15378 (b)(c). Adoption of the proposed ordinances is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Adoption of the proposed ordinances does not have such potential insofar as the changes are mandated to be adopted by State law and any local changes are needed to assure proper measures are taken to address the City's local needs, especially to properly backfill open-pit mines to avoid seismic hazards when they are reclaimed.
10. Upon adoption of the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, staff will send a letter to the California Building Standards Commission advising them with the City's newly adopted codes with County and City Amendments.
11. A copy of the above referenced 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, and the Findings of Fact will be available for review at the Building and Safety Division for inspection by the public.

Fiscal Impact:

There is no fiscal impact.

Attachments:

- Proposed City of Irwindale Ordinance 764
- Appendix J to Los Angeles County Building Code 2023 Edition with City's Amendments

Electronic Attachments:

- Link to Draft of Los Angeles County Ordinance Nos. 2022-0051 through 2022-0057 (certified and signed copy not currently available)
<https://file.lacounty.gov/SDSInter/bos/supdocs/174489.pdf>
- Link to Los Angeles County Building Code 2023 Edition (Title 26 of the Los Angeles County Code)
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodeId=TIT26BUCO

ORDINANCE NO. 764

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709 and 743 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – “EXISTING BUILDING CODE,” AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

RECITALS

WHEREAS, Government Code section 50022.2 *et seq.* authorizes the adoption by reference of California codes and codes that adopt the California codes, including the Codes of the County of Los Angeles, which adopts the California Building, Existing Building, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as amended; and

WHEREAS, sections 17958.5, 17958.7, and 18941.5 of the Health and Safety Code expressly authorize cities to make changes in the California Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as reasonably necessary due to local conditions; and

WHEREAS, the Los Angeles County Building, Existing Building, Residential, Green Building Standards, Electrical, Plumbing and Mechanical Codes incorporate appropriate findings related to local climatic, geological, or topographical conditions of Los Angeles County, as specified under the provisions of the California Health & Safety Code; and

WHEREAS, on January 11, 2017, the City adopted Ordinance No. 709, and on January 8, 2020, the City adopted Ordinance No. 743, which set out provisions intended for use as Chapter 15.05 “Existing Building Code.” However, Chapter 15.05 of the City’s Municipal Code was already established through the adoption of Ordinance No. 697, adopted October 14, 2015, “EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS,” and the provisions of Ordinance Nos. 709 and 743 were reclassified as Chapter 15.07 in the City’s online version of the Municipal Code. Therefore, the City Council desires to repeal Ordinance Nos. 709 and 743 in their entirety, and formally add Chapter 15.07 “Existing Building Code” to the Irwindale Municipal Code; and

WHEREAS, on December 14, 2022, the City Council considered Ordinance 764 and accepting staff's recommendation to amend Appendix "J" of the County grading section to include Backfilling Standards of Open-Pit Mines and the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill; and

WHEREAS, on January 11, 2023, the City Council of the City of Irwindale, pursuant to a notice duly issued under Government Code section 50022.3, conducted a public hearing to consider this ordinance adopting the 2023 Edition of the Los Angeles Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes with the City's amendment of Appendix "J" of the County Building Codes.

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

BUILDING CODE

SECTION 1: The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Repeal of Conflicting Ordinances and Continuing Effect of Irwindale Municipal Code Chapter 15.05. Ordinance Nos. 709 and 743 are hereby repealed in their entirety. Ordinance No. 697, adopted October 14, 2015 adding Irwindale Municipal Code Chapter 15.05 "EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS," shall remain in full force and effect.

SECTION 3: Chapter 15.04.10 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.04.010. Adoption of code. A. There is hereby adopted, as the city building code, except as provided in this chapter, that certain building code known and designated as the Los Angeles County Building Code, 2023 Edition (Title 26 of the Los Angeles County Code), which incorporates and amends the 2022 California Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0051, as adopted by county of Los Angeles, is adopted in its entirety and incorporated herein by this reference, with City's Amendments to Appendix "J".

SECTION 4: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0051^[JT2], has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0051. The City Council further finds that the County's grading section Appendix "J" as revised pursuant to Health and Safety Code section 18941.5, and attached hereto as Exhibit "A", to include the more restrictive requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill, is necessary to address and remediate existing geological conditions as a result of ongoing mining activities in the City of Irwindale.

RESIDENTIAL CODE

SECTION 5: Chapter 15.06.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.06.010. Adoption of code. A. There is hereby adopted, as the city's residential code, except as provided in this chapter, that certain residential code known and designated as the Los Angeles County Residential Code, 2023 Edition (Title 30 of the Los Angeles County Code), which incorporates and amends the 2022 California Residential Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0055, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 6: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-055 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-055.

EXISTING BUILDING CODE

SECTION 7: Chapter 15.07 entitled, "EXISTING BUILDING CODE" of the Irwindale Municipal Code is hereby added and adopted to read in its entirety as follows:

Section 15.07.010. Adoption of code.

A. There is hereby adopted, as the city's existing building code, except as provided in this chapter, that certain existing building code known and designated as the Los Angeles County Existing Building Code, 2023 Edition (Title 33 of the Los Angeles County Code), which incorporates and amends the 2022 California

Existing Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the existing building code of the city, regulating and controlling the ability to provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to safeguard the public health, safety, and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition, and relocation of existing buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0057, as adopted by the County of Los Angeles, is adopted in its entirety and incorporated herein by this reference.

Section 15.07.020. Copies filed. Three copies of the Los Angeles County Existing Building Code, referred to in Section 15.07.10 of this chapter, have been deposited in the office of the city clerk and shall be at all times maintained by said clerk for use and examination by the public.

Section 15.07.030. Terms defined. Whenever any of the following names or terms are used in the Los Angeles County Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"Board of appeals" means the board of appeals established by the Los Angeles County Building Code.

"Board of supervisors" means the city council.

"Building department" means the building and safety division of the department of public works, acting for the city.

"Building code," "uniform building" or "Los Angeles County Building Code" means Chapter 15.04 of this code;

"Building official" means the director of public works or his or her designee.

"City" means the city of Irwindale.

"County," "county of Los Angeles" or "unincorporated territory of the county of Los Angeles" means the city.

"County engineer" means the director of public works of the county of Los Angeles.

"Electrical code" means Chapter 15.08 of this code.

"Existing building code" means Chapter 15.07 of this code.

"Fire code" means Chapter 15.12 of this code.

"Fire zone" means the fire zone or zones adopted by an ordinance creating and establishing fire zones.

"General fund" means the city treasury.

"Health code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health officer" means the health officer of the city.

"Mechanical code" means Chapter 15.20 of this code.

"Plumbing code" means Chapter 15.16 of this code.

"Green Building Standards code" means Chapter 15.10 of this code.

Section 15.07.040. Fee schedule – Modification by Resolution. The fee schedules adopted by Section 15.07.10 of this title may be amended by resolution adopted by the city council.

SECTION 8: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0057 has made all appropriate findings related to administrative matters. The City Council hereby incorporates by reference the findings summarized in the Los Angeles County Ordinance No. 2022-0057.

ELECTRICAL CODE

SECTION 9: Chapter 15.08.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.08.010. Adoption of Code. A. There is hereby adopted as the city's electrical code, except as provided in this chapter, that certain electrical code known and designated as the Los Angeles County Electrical Code, 2023 Edition (Title 27 of the Los Angeles County Code), which incorporates and amends the California Electrical Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the electrical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of electrical systems, wiring and appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0052, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 10: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0052 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0052.

GREEN BUILDING STANDARDS CODE

SECTION 11: Chapter 15.10.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.10.010. Adoption of code. A. There is hereby adopted, as the city's green building standards code, except as provided in this chapter, that certain green building standards code known and designated as the Los Angeles County Green Building Standards Code, 2023 Edition (Title 31 of the Los Angeles County Code), which incorporates and amends the 2022 California Green Building Standards Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0056, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 12: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0056 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0056.

PLUMBING CODE

SECTION 13: Chapter 15.16.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.16.010. Adoption of Codes. A. There is hereby adopted as city plumbing code, except as provided in this chapter, that certain plumbing code known and designated as the Los Angeles County Plumbing Code, 2023 Edition (Title 28 of the Los Angeles County Code), which incorporates and amends the California Plumbing Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the plumbing code of the city regulating and controlling plumbing and drainage systems, house sewers, private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0053, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 14: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0053 has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0053.

MECHANICAL CODE

SECTION 15: Chapter 15.20.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.20.010. Adoption of Codes. A. There is hereby adopted as the city's mechanical code, except as provided in this chapter, that certain mechanical code known and designated as the Los Angeles County Mechanical Code, 2023 Edition (Title 29 of the Los Angeles County Code), which incorporates and amends the California Mechanical Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the mechanical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0054 as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 16: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0054 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0054.

SECTION 17: All violations of the provisions of the Los Angeles County Building Code, (2020 Edition), Los Angeles County Residential Code (2023 Edition), Los Angeles County Green Building Standards Code (2023 Edition), Los Angeles County Electrical Code (2023 Edition), Los Angeles County Plumbing Code, (2023 Edition), and Los Angeles County Mechanical Code (2023 Edition) adopted by the City shall be a misdemeanor and subject to the penalty provisions contained in Chapter 1.12 of the Irwindale Municipal Code.

SECTION 18: Full Force and Effect. Except as expressly amended herein, all other subsections of Chapter 15 of the Irwindale Municipal Code shall be unchanged and in full force and effect.

SECTION 19: Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall, within 15 days after its final passage, cause the same to be published once in a newspaper of general circulation in the City of Irwindale, and this Ordinance shall take effect 30 days after its passage.

SECTION 20. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED on the 11th day of January 2023.

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, California, do hereby certify that the foregoing Ordinance No. 764 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on December 14, 2022, and adopted on second reading at a duly noticed regular meeting of the City Council of the City of Irwindale held on January 11, 2023, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 764, adopted by the City Council of the City of Irwindale at its regular meeting held January 11, 2023 to be posted at the City Hall, Library, and Post Office on January 12, 2023.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

APPENDIX J GRADING

SECTION J101 GENERAL

J101.1 Scope.

The provisions of this Appendix apply to grading, excavation, and earthwork construction, including fills and embankments, and the control of runoff from graded sites, including erosion sediments and construction-related pollutants. This scope includes inert debris engineered fills placed under the auspices of Title 14 Section 17388 of the California Code of Regulations. The purpose of this Appendix is to safeguard life, limb, property, and the public welfare by regulating grading on property subject to this Code.

(Ord. 2019-0056 § 79, 2019.)

J101.2 Flood hazard areas.

Unless the applicant has submitted a hydrology and hydraulic analysis, prepared in accordance with standard engineering practice by a California licensed civil engineer, that demonstrates the proposed work will not result in any increase in the level of the base flood, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways designated in Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code, or in floodways that are in flood hazard areas established in Section 1612.3, or in flood hazard areas where design flood elevations are specified but floodways have not been designated.

(Ord. 2019-0056 § 79, 2019.)

J101.3 General hazards.

Whenever the Building Official determines that any existing excavation, embankment, or fill on property subject to this Code has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the Building Official may give written notice thereof to the owner of the property upon which the excavation, embankment, or fill is located, or other person or agent in control of said property. Upon receipt of said notice, the owner or other person or agent in control of the property shall repair or eliminate such excavation, embankment, or fill so as to eliminate the hazard, in conformance with the requirements of this Code, within the period specified in said notice.

(Ord. 2019-0056 § 79, 2019.)

J101.4 Safety precautions.

If at any stage of the work the Building Official determines by inspection that further grading as authorized is likely to endanger any public or private property, or result in the deposition of debris on any public way, or interfere with any existing drainage course, the Building Official may order the work stopped by notice in writing served on any persons engaged in doing or causing such work to be done, and any such person shall immediately stop such work. The Building Official may authorize the work to proceed if the Building Official finds that adequate safety precautions can be taken or corrective measures incorporated in the work to avoid likelihood of such danger, deposition, or interference.

If the grading work as done has created or resulted in a hazardous condition, the Building Official shall give written notice requiring correction thereof as specified in Section J101 of this Code.

(Ord. 2019-0056 § 79, 2019.)

J101.5 Protection of utilities.

Both the permittee and the owner of the property on which the grading is performed shall be responsible for the prevention of damage to any public and/or private utilities or services.

(Ord. 2019-0056 § 79, 2019.)

J101.6 Protection of adjacent property.

Both the permittee and owner of the property on which the grading is performed shall be responsible for the prevention of damage to adjacent property. No person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without taking adequate measures to support and protect such property from settling, cracking, or other damage that might result from the proposed work. Any person performing any grading that involves imported or exported materials shall take special precautions, as approved by the Building Official, to prevent such materials from being deposited on adjacent properties, any public way, and/or any drainage course.

(Ord. 2019-0056 § 79, 2019.)

J101.7 Storm water control measures.

Both the permittee and the owner of the property on which the grading is performed shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public or private property from damage by erosion, flooding, and deposition of mud, debris, and construction-related pollutants originating from the site during grading and related construction activities.

(Ord. 2019-0056 § 79, 2019.)

J101.8 Maintenance of protective devices and rodent control.

All drainage structures and other protective devices and all burrowing rodent control measures, as shown on the grading plans approved by the Building Official, shall be maintained in a good condition and, when necessary, promptly repaired by the permittee or the owner of the property on which grading has been performed or by any other person or agent in control of such property.

(Ord. 2019-0056 § 79, 2019.)

J101.9 Correlation with other sections.

The provisions of this Appendix are independent of the provisions of Chapter 99 of this Code relating to building and property rehabilitation. This Section may be applied even though the same facts have been used to determine that there is substandard property subject to the provisions of Chapter 99.

(Ord. 2019-0056 § 79, 2019.)

J101.10 Conditions of approval.

In granting any permit under this Code, the Building Official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to comply with the standards of this Code.
2. Requirements for fencing of excavations or fills that would otherwise be hazardous.
3. Requirements for temporary excavations and shoring to be shown on plans.

(Ord. 2019-0056 § 79, 2019.)

J102.1 Definitions.

For the purposes of this Appendix, the terms, phrases, and words listed in this Section and their derivatives shall have the indicated meanings.

ABOVE-WATER INERT DEBRIS ENGINEERED FILL. A fill that contains inert debris and is placed above the groundwater table.

APPROVAL. When the proposed work or completed work conforms to this Appendix, as determined by and to the satisfaction of the Building Official.

AS-BUILT. See Section J105.12.

BACKFILL. Fill placed in a zone that had previously been excavated.

BEDROCK. The relatively solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of alluvium, colluvium, and/or soil.

BENCH. A relatively level step excavated into earth material on which fill is to be placed.

BEST MANAGEMENT PRACTICE (BMP). Practices, prohibitions of practices, or other activities to reduce or eliminate the discharge of pollutants to surface waters. BMPs include structural and nonstructural controls, management practices, operation and maintenance procedures, and system, design, and engineering methods that are required to be employed in order to comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit issued to the County of Los Angeles (see Section 106.4.3 and Title 31 - Green Building Standards Code - of the Los Angeles County Code).

BORROW. Earth material acquired from an off-site location for use in grading on a site.

CIVIL ENGINEER. A professional engineer licensed in the State of California to practice in the field of civil works.

CIVIL ENGINEERING. The application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design, and construction of civil works.

COMPACTION. The densification of a fill by mechanical means.

CUT. See "Excavation."

DESILTING BASINS. Physical structures, constructed for the removal of sediments from surface water runoff.

DESIGN ENGINEER. The Civil Engineer responsible for the preparation of the grading plans for the site grading work.

DOWN DRAIN. A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility.

EARTH MATERIAL. Any rock, natural soil, or fill, or any combination thereof.

ENGINEERING GEOLOGIST. A geologist experienced and knowledgeable in engineering geology, holding a license as a geologist in the specialty of engineering geology issued by the State of California under the applicable provisions of the Geologist and Geophysicist Act of the Business and Professions Code.

ENGINEERING GEOLOGY. The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

EROSION. The wearing away of the ground surface as a result of the movement of wind, water, or ice.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FIELD ENGINEER. The Civil Engineer responsible for performing the functions as set forth in Section J105.3.

FILL. Deposition of earth materials by artificial means.

FILL AND OPERATIONS PLAN. Combined engineering plans and geotechnical reports representing the overall conceptual and general planning for the initiation through completion of reclamation of open-pit mines for both underwater and above-water backfills.

GEOTECHNICAL ENGINEER. See "Soils Engineer".

GEOTECHNICAL HAZARD. An adverse condition due to landslide, settlement, and/or slippage. These hazards include, but are not limited to, loose debris, slopewash, and mud flows from natural or graded slopes.

GRADE. The vertical location of the ground surface.

GRADE, EXISTING. The grade prior to grading.

GRADE, FINAL. See Section J105.7.

GRADE, FINISHED. The grade of the site at the conclusion of all grading efforts.

GRADE, INITIAL. See Section J105.7.

GRADE, ROUGH. See Section J105.7.

GRADING. An excavation or fill or combination thereof.

GRADING PERMIT FOR MINE RECLAMATION BACKFILL. A permit, issued to backfills of open-pit mines for all active SMARA pits.

INERT DEBRIS ENGINEERED FILL. An engineered fill that contains concrete, broken concrete, tile, masonry brick or block, concrete block, rock, sand, gravel, stone, clay, clay products, ceramics, soils, stucco, fine silt wet or dry, and materials encased in concrete, asphaltic concrete, crushed glass, and other similar materials. These fill materials are typically generated as waste products from construction and demolition operations.

KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

LANDSCAPE ARCHITECT. A person who holds a certificate to practice landscape architecture in the State of California under the applicable landscape architecture provisions of Division 3, Chapter 3.5, of the Business and Professions Code.

LINE. The horizontal location of the ground surface.

MINE RECLAMATION BACKFILL. A backfill placed in a former open-pit mine for the purpose of reclaiming the site to support future structures.

MINING. The operations associated with the excavation and processing of natural soil and rock and permitted under the California Surface Mining and Reclamation Act of 1975(SMARA).

PERMITTEE. See Section J105.6.

PRIVATE SEWAGE DISPOSAL SYSTEM. A septic tank with effluent discharging into a subsurface disposal field, into one or more seepage pits, or into a combination of a subsurface disposal field and a seepage pit or of such other facilities as may be permitted in accordance with the procedures and requirements set forth in Title 28 - Plumbing Code - of the Los Angeles County Code and as required by the Los Angeles County Department of Public Health.

PROJECT CONSULTANTS. The professional consultants required by this Code, which may consist of the Design Engineer, Field Engineer, Soils Engineer, Engineering Geologist, and Landscape Architect as applicable to this Appendix.

PROFESSIONAL INSPECTION. The inspection required by this Code to be performed by the Project Consultants. Such inspections shall be sufficient to form an opinion relating to the conduct of the work.

QSD. Qualified SWPPP Developer as defined in the California State Construction General Permit.

QSP. Qualified SWPPP Practitioner as defined in the California State Construction General Permit.

SETTLEMENT BULLETIN. Irwindale Mining Bulletin No.1, Settlement of Mine Backfills, November 22, 2022

SMARA. California Surface Mining And Reclamation Act of 1975.

SITE. A lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL. Naturally occurring superficial deposits overlying parent bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER). A licensed civil engineer experienced and knowledgeable in the practice of soils engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING). The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of construction thereof.

STOCKPILING. Placement of fill for temporary storage purposes.

STORM DRAIN SYSTEM. A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, and man-made channels, designed or used for collecting and conveying storm water.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A site drawing with details, notes, and related documents that identify the measures proposed by the permittee to: (1) control erosion and prevent sediment and construction-related pollutants from being carried offsite by storm water, and (2) prevent non-storm-water discharges from entering the storm drain system.

SURFACE DRAINAGE. Flows over the ground surface.

SOIL TESTING AGENCY. An agency regularly engaged in the testing of soils and rock under the direction of a Civil Engineer experienced in soil testing.

TERRACE. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

UNDERWATER ENGINEERED FILL: An engineered fill placed below the free water level, such as in a groundwater lake located at the bottom of an open-pit mine.

(Ord. 2019-0056 § 80, 2019.)

SECTION J103 PERMITS REQUIRED

J103.1 Permits required.

Except as exempted in Section J103.2, grading shall not be performed without first having obtained a permit from the Building Official. A grading permit does not include the construction of retaining walls or other structures. A separate permit shall be obtained for each site and may cover both excavations and fills. Any engineered grading as described in Section J104.2.3 shall be performed by a contractor licensed by the State of California to perform the work described hereon. Regular grading less than 5,000 cubic yards may require a licensed contractor if the Building Official determines that special conditions or hazards exist.

Mine reclamation backfills shall be permitted under the special provisions of a mine reclamation backfill permit. The plan check and permit fee for this grading permit for mine reclamation fills will be subject to a fee schedule adopted and approved by the City Council.

(Ord. 2019-0056 § 81, 2019.)

J103.2 Exemptions.

A grading permit shall not be required for the following:

1. When approved by the Building Official, grading in an isolated, self-contained area, provided that the public is not endangered and that such grading will not adversely affect adjoining properties or public rights of way.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites, controlled by other regulations.
5. Excavations for wells, or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate, or clay, and related mining operations, provided such operations are conducted under the auspices of an approved conditional use permit and reclamation plan issued by the City of Irwindale.
7. Exploratory excavations performed under the direction of a Geotechnical Engineer or Engineering Geologist. This shall not exempt grading of access roads or pads created for exploratory excavations. Exploratory excavations must not create a hazardous condition to adjacent properties or the public in accordance with Section J101.3. A restoration plan must be provided and approved by the Building Official for all grading of access roads or pads. Restoration shall be completed within 90 days after the completion of soils testing unless otherwise approved by the Building Official.
8. An excavation that does not exceed 50 cubic yards (38.3 m³) and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 2 feet (0.6 m) in depth.

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- (b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:
- (a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).
 - (b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
 - (c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(Ord. 2019-0056 § 81, 2019.)

J103.3 Unpermitted grading.

A person shall not own, use, occupy, or maintain any site containing unpermitted grading. For the purposes of this Code, unpermitted grading shall be defined as either of the following:

- (1) Grading that was performed, at any point in time, without the required permit(s) having first been obtained from the Building Official, pursuant to Section J103.1; or
- (2) Grading for which a permit was obtained pursuant to this Section, but which was not completed, pursuant to Section J105, prior to the expiration of the permit, pursuant to Section 106.5.4.

Any fill placed without a grading permit, including those exempted by Section J103.2, is considered to be uncertified and not suitable for structural support. No building permits will be issued for structures on such fills, and such fills cannot subsequently be accepted under Sections 104.2.7, 104.2.8, or J112 of this Code. All such fills must be removed and recompacted or otherwise remediated under the auspices of a grading permit before any building permits can be issued.

Exception: The Building Official may accept unpermitted fills that consist entirely of hydraulically-placed waste materials generated from an aggregate processing operation if the Permittee submits a geotechnical investigation that assesses the extent and engineering characteristics of such a fill, along with a remediation plan

(Ord. 2019-0056 § 81, 2019.)

J103.4 Availability of permit at site.

No person shall perform any grading that requires a permit under this Appendix unless a copy of the grading permit and approved grading plans are in the possession of a responsible person and available at the site for the Building Official's reference.

(Ord. 2019-0056 § 81, 2019.)

J103.5 Grading fees.

Fees shall be assessed in accordance with the provisions of this Section. The amount of the fees shall be as specified in Section 107.

1. Plan Review Fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.
2. Permit Fees. A fee for each grading permit shall be paid to the Building Official at the time of issuance of the permit. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code.
3. Site Inspection Fee. When the Building Official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings, or the proposed construction, a site inspection shall be made during plan check of grading plans. A fee for such inspection shall be paid to the Building Official at the time of submitting plans and specifications for review.

(Ord. 2019-0056 § 81, 2019.)

J103.6 Compliance with zoning code.

The Building Official may refuse to issue a grading permit for work on a site if either the proposed grading or the proposed land use for the site shown on the grading plan application does not comply with the provisions of Title 17 of the City of Irwindale Municipal Code.

(Ord. 2019-0056 § 81, 2019.)

J103.7 Grading security.

J103.7.1 Scope and purpose.

The Building Official may require a permittee or the owner(s) of the property on which the grading is proposed to occur to provide security, as a condition of the issuance of a grading permit for any grading involving more than 1,000 cubic yards (764.6 m³). Where unusual conditions or special hazards exist, the Building Official may require security for grading involving less than 1,000 cubic yards (764.6 m³). The purpose of the security shall be to guarantee the permittee's obligation to mitigate any hazardous conditions, including flood and geotechnical hazards, that may be created if the grading is not completed in accordance with the approved plans and specifications, and to complete any work that the Building Official determines is necessary to bring the property into compliance with this Appendix.

Security required by this Section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the Building Official.

The Building Official may waive the requirements for security for the following:

1. Grading being done by or for a governmental agency.

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2. Grading necessary to remove a geotechnical hazard, where such work is covered by an agreement and security is posted pursuant to the City of Irwindale "Subdivision Ordinance" or to the provisions of Title 21 - Subdivisions - of the Los Angeles County Code.
 3. Grading on a site, not exceeding a slope of three units horizontal to one unit vertical, provided such grading as determined by the Building Official will not affect drainage from or to adjacent properties.
 4. Filling of holes or depressions, provided such grading will not affect the drainage from or to adjacent properties.
 5. Mine reclamation backfills placed under the auspices of a Reclamation Plan approved by the City of Irwindale, providing that there is sufficient SMARA approved financial assurances posted for such reclamation.

(Ord. 2019-0056 § 81, 2019.)

J103.7.2 Form of security.

The security referred to in Section J103.7.1 shall be in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.
2. Cash.
3. Savings and loan certificates or shares deposited and assigned to the City of Irwindale or to the County as provided in Chapter 4.36 of Title 4 - Revenue and Finance - of the Los Angeles County Code, if the County of Los Angeles is acting as the authorized representative of the City of Irwindale.
4. An instrument of credit from a financial institution subject to regulation by the state or federal government and pledging that funds in the amount required by the Building Official are on deposit and guaranteed for payment, or a letter of credit is issued by such a financial institution.

(Ord. 2019-0056 § 81, 2019.)

J103.7.3 Amount of security.

The amount of security shall be based on the number of cubic yards of material in either excavation or fill, whichever is greater, and the cost of all drainage or other protective devices or work necessary to eliminate potential flooding and geotechnical hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as follows:

100,000 cubic yards or less - 50 percent of the estimated cost of grading work.

Over 100,000 cubic yards - 50 percent of the cost of the first 100,000 cubic yards plus 25 percent of the estimated cost of that portion in excess of 100,000 cubic yards.

When the rough grading has been completed in conformance with the requirements of this Code, the Building Official may, at his or her discretion, consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development, or planting remaining to be performed. The costs referred to in this Section shall be as estimated by the Building Official.

(Ord. 2019-0056 § 81, 2019.)

J103.7.4 Conditions.

All security shall include the conditions that the principal shall:

1. Comply with all of the provisions of this Code, applicable laws, and ordinances;
2. Comply with all of the terms and conditions of the grading permit, and
3. Complete all of the work authorized by the permit.

(Ord. 2019-0056 § 81, 2019.)

J103.7.5 Term of security.

The term of each security shall begin upon the filing with the Building Official, and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

(Ord. 2019-0056 § 81, 2019.)

J103.7.6 Default procedures.

In the event any grading for which a permit has been issued is not completed in accordance with the approved plans and specifications for said work or with all terms and conditions of the grading permit, the Building Official may declare that a default has occurred. The Building Official shall give notice thereof to the principal and surety or financial institution executing the security, or to the owner in the case of a cash bond or assignment.

The Building Official may thereafter determine the work that is necessary to mitigate any hazardous or unsafe conditions on the site and cause such work to be performed.

Where the security consists of a bond or instrument of credit, the surety or financial institution executing the security shall be responsible for the payment of all costs and expenses incurred by the Building Official in causing such work to be performed, up to the full amount of the security. In the case of cash security or assignment, the Building Official may pay all costs and expenses incurred in causing such work to be performed from the funds deposited and return any unused portion of such deposit or funds to the person making said deposit or assignment.

(Ord. 2019-0056 § 81, 2019.)

J103.7.7 Right of entry.

The Building Official or the authorized representative of any surety company or financial institution furnishing the security shall have access to the premises described in the permit for the purpose of inspecting the work.

In the event of default, as described in Section J103.7.6, the surety or financial institution furnishing the security, or the Building Official, or any person employed or engaged on the behalf of any of these parties, shall have the right to go upon the premises to perform the mitigation work, as described in Section J103.7.6.

Neither the permittee, owner, or any other person shall interfere with or obstruct the ingress into or egress from any such premises of any authorized representative of the surety or financial institution executing the security or the Building Official engaged to perform the mitigation work, as described in Section J103.7.6.

(Ord. 2019-0056 § 81, 2019.)

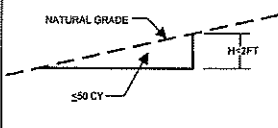
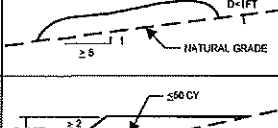
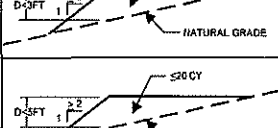
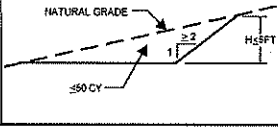
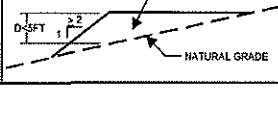
EXCAVATIONS		FILLS	
AN EXCAVATION WHICH IS LESS THAN 2 FT IN DEPTH AND DOES NOT EXCEED 50 CY		FILL PLACED ON NATURAL GRADE NOT STEEPER THAN 5:1 AND LESS THAN 1 FT DEEP	
	AN EXCAVATION WHICH CREATES A CUT SLOPE NOT GREATER THAN 4 FT IN HEIGHT, NOT STEEPER THAN 2:1, AND DOES NOT EXCEED 50 CY	FILL LESS THAN 3 FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 50 CY	
		FILL LESS THAN 5 FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 20 CY	

FIGURE J103.2
GRADING EXEMPTION CASES

(Ord. 2019-0056 § 82, 2019.)

SECTION J104 PERMIT APPLICATION AND SUBMITTALS

J104.1 Submittal requirements.

In addition to the provisions of Section 106.4, the applicant shall state the following:

1. The estimated quantities of excavation, fill, borrow, removal, or combination thereof.
2. The proposed land use for the site on which the grading is to be performed.

(Ord. 2019-0056 § 83, 2019.)

J104.2 Site plan requirements.

In addition to the provisions of Section 106, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this Code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this Code.

As with the Grading Permit for Mine Reclamation Fills, the applicant shall prepare a Backfilling and Operation Plan for the both Underwater and/or Above-Water Fill operations in accordance with the City's Guidelines for each respective fill operations. Also required as part of this Backfilling and Operation Plan submittal package is a complete site specific geotechnical evaluation report prepared in accordance with City's Guidelines For Above-water Backfilling of Open Pit Mines or the Guidelines for Underwater Backfilling For Open-Pit Mines.

(Ord. 2019-0056 § 83, 2019.)

J104.2.1 Grading designation.

1. Grading above the groundwater table of natural soils involving less than 5,000 cubic yards (3825 m³) and that will not support any structure shall be designated "regular grading" unless the permittee chooses to have the grading be designated as engineered grading, or the Building Official determines that, due to the existence of special conditions or unusual hazards, the grading should be designated as engineered

grading.

2. Grading above the groundwater table using natural soils in excess of 5,000 cubic yards (3825 m³) or that involving less than 5,000 cubic yards (3825 m³) which is proposed to support any structure shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a civil engineer, unless otherwise required by the Building Official.
3. Grading involving placement of inert debris fill above the groundwater table shall be designated as an "above-water inert debris engineered fill". These include, but are not limited to, all above-water inert debris engineered fills placed under the auspices of Title 14, Section 17388 of the California Code of Regulations.

4. Grading involving placement of fill below the groundwater table using any materials shall be designated as an "underwater engineered fill". These include, but are not limited to, all underwater inert debris engineered fills placed under the auspices of Title 14, Section 17388 of the California Code of Regulations. .

(Ord. 2019-0056 § 83, 2019.)

J104.2.2 Regular grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a regular grading permit shall be accompanied by plans of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limits and depths of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4.6 m) of the proposed grading.
4. Contours, flow areas, elevations, or slopes that define existing and proposed drainage patterns.
5. Storm water mitigation measures in accordance with the requirements of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
6. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
7. Location of all recorded floodways as established by Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code.
8. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

(Ord. 2019-0056 § 83, 2019.)

J104.2.3 Engineered grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a permit for engineered grading shall be accompanied by plans and specifications, and supporting data consisting of a geotechnical report and engineering geology report.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale on paper and shall be of sufficient clarity to indicate the nature and extent of the work proposed

and shall show in detail that the proposed work will conform to the provisions of this Code and all relevant laws, ordinances, rules, and regulations. The first sheet of the plans shall depict the location of the proposed work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include or be accompanied by the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.
5. Location of any existing or proposed buildings or structures located on the property on which the work is to be performed and the location of any buildings or structures on adjacent properties that are within 15 feet (4.6 m) of the property or that may be affected by the proposed grading operations.
6. Recommendations in the geotechnical report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the Building Official, specific recommendations contained in the soils engineering report and the engineering geology report, that are applicable to grading, may be included by reference.
7. The dates of the geotechnical and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.
8. A statement of the quantities of material to be excavated and/or filled. Earthwork quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of the quantities of material to be imported or exported from the site.
9. A statement of the estimated starting and completion dates for proposed work.
10. A statement signed by the owner, acknowledging that a Design Engineer, Field Engineer, Geotechnical Engineer, and Engineering Geologist, when appropriate, will be employed to perform the services required by this Code, when the Building Official requires that such professional persons be so employed. These acknowledgments shall be on a form furnished by the Building Official.
11. Storm water mitigation measures are required to be shown on the grading plan in accordance with the requirement of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
12. A drainage plan for those portions of property proposed to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs, and fences that may affect drainage.
13. Location and type of any proposed private sewage disposal system, including the location of the expansion area.
14. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
15. Location of all recorded floodways as established by Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code.
16. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

(Ord. 2019-0056 § 83, 2019.)

J104.2.4 Above-Water Inert Debris Engineered Fill Requirements.

All above-water inert debris engineered fills shall be designed, permitted, and constructed in accordance with the *Guidelines for Above-Water Backfilling of Open Pit Mines, Irwindale, California, and Irwindale Mining Bulletin No.1, Settlement of Mine Backfills*. If specific provisions of these Guidelines conflict with any other provisions of this Appendix, the Guidelines shall govern.

J104.2.5 Underwater Engineered Fill Requirements.

All underwater fills shall be designed, permitted, and constructed in accordance with the *Guidelines for Underwater Backfilling of Open Pit Mines, Irwindale, California, and Irwindale Mining Bulletin No.1, Settlement of Mine Backfills*. If specific provisions of these Guidelines conflict with any other provisions of this Appendix, the Guidelines shall govern.

J104.3 Geotechnical and engineering geology reports.

The geotechnical report required by Section J104.2.3 shall include data regarding the nature, distribution, and strength of existing soils, conclusions, and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading as affected by geotechnical factors, including the stability of slopes. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

The engineering geology report required by Section J104.2.3 shall include an adequate description of the geology of the site, conclusions, and recommendations regarding the effect of geologic conditions on the proposed development, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors. The engineering geology report shall include a geologic map and cross sections utilizing the most recent grading plan as a base. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

Exception: A geotechnical or engineering geology report is not required where the Building Official determines that the nature of the work applied for is such that a report is not necessary.

(Ord. 2019-0056 § 83, 2019.)

J104.4 Liquefaction study.

For sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_s) greater than 0.5g as determined by Section 1613, a study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans. A geotechnical investigation will be required when the proposed work is a "Project" as defined in California Public Resources Code section 2693, and is located in an area designated as a "Seismic Hazard Zone" as defined in section 3722 of Title 14 of the California Code of Regulations and on Seismic Hazard Zone Maps issued by the State Geologist under Public Resources Code section 2696.

Exception: A liquefaction study is not required where the Building Official determines from established local data that the liquefaction potential is low.

(Ord. 2019-0056 § 83, 2019.)

SECTION J105 INSPECTIONS

J105.1 General.

Grading inspections shall be governed by Section 108 and as indicated herein. Grading operations for which a permit is required shall be subject to inspection by the Building Official. In addition, professional inspection of grading operations shall be performed by the Field Engineer, the Geotechnical Engineer, and the Engineering Geologist retained to provide such services in accordance with this Section for engineered grading and as required by the Building Official for regular grading.

Grading inspections for above-water inert debris engineered fills and underwater engineered fills shall be in accordance with the *Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California*, or the *Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California*, respectively.

(Ord. 2019-0056 § 84, 2019.)

J105.2 Special and supplemental inspections.

The special inspection requirements of Section 1705.6 shall apply to work performed under a grading permit where required by the Building Official. In addition to the called inspections specified in Section J105.7, the Building Official may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this Code. The Building Official may require investigations and reports by an approved soil testing agency, Geotechnical Engineer and/or Engineering Geologist, and Field Engineer. Inspection reports shall be provided when requested in writing by the Building Official.

The Building Official may require continuous inspection of drainage devices by the Field Engineer in accordance with this Section when the Building Official determines that the drainage devices are necessary for the protection of the structures in accordance with Section 110.

(Ord. 2019-0056 § 84, 2019.)

J105.3 Field engineer.

The Field Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, oversee and coordinate all field surveys, set grade stakes, and provide site inspections during grading operations to ensure the site is graded in accordance with the approved grading plan and the appropriate requirements of this Code. During site grading, and at the completion of both rough grading and final grading, the Field Engineer shall submit statements and reports as required by Sections J105.11 and J105.12. If revised grading plans are required during the course of the work, they shall be prepared by a Civil Engineer and approved by the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.4 Geotechnical engineer.

The Geotechnical Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The Geotechnical Engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Appendix. If conditions differing

from the approved geotechnical engineering and engineering geology reports are encountered during grading, the Geotechnical Engineer shall provide revised recommendations to the permittee, the Building Official, and the Field Engineer.

(Ord. 2019-0056 § 84, 2019.)

J105.5 Engineering geologist.

The Engineering Geologist shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. If conditions differing from the approved engineering geology report are encountered, the Engineering Geologist shall provide revised recommendations to the Geotechnical Engineer.

(Ord. 2019-0056 § 84, 2019.)

J105.6 Permittee.

The permittee shall be responsible for ensuring that the grading is performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code. The permittee shall engage project consultants, if required under the provisions of this Code, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the project consultants, the contractor, and the Building Official. In the event of changed conditions, the permittee shall be responsible for informing the Building Official of such change and shall provide revised plans for approval.

(Ord. 2019-0056 § 84, 2019.)

J105.7 Required inspections.

The permittee shall call for an inspection by the Building Official at the following various stages of work and shall obtain the approval of the Building Official prior to proceeding to the next stage of work:

Pre-grade. Before any construction or grading activities occur at the site. Permittee shall schedule a pre-grade inspection with the Building Official. The permittee shall ensure that all project consultants are present at the pre-grade inspection.

Initial grade. When the site has been cleared of vegetation and unapproved fill, and has been scarified, benched, or otherwise prepared for fill. No fill shall have been placed prior to this inspection.

Rough grade. When approximate final elevations have been established, drainage terraces, swales, and other drainage devices necessary for the protection of the building sites from flooding have been installed, berms have been installed at the top of the slopes, and the statements required by Section J105.12 have been received.

Final grade. When grading has been completed, all drainage devices necessary to drain the building pad have been installed, slope planting has been established, irrigation systems have been installed, and the as-built plans and required statements and reports have been submitted.

(Ord. 2019-0056 § 84, 2019.)

J105.8 Notification of noncompliance.

If, in the course of fulfilling their respective duties under this Appendix, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist determines that the work is not being done in conformance with this Appendix or the approved grading plans, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist shall immediately report, in writing, the discrepancies and the recommended corrective measures to the permittee and to the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.9 Transfer of responsibility.

If the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading plans required pursuant to Section J104.2.2 or J104.2.3 have been approved by the Building Official, the permittee shall immediately provide written notice of such change to the Building Official. The Building Official may stop the grading from commencing or continuing until the permittee has identified a replacement and the replacement has agreed in writing to assume responsibility for those parts of the grading project that are within the replacement's area of technical competence.

For mine reclamation backfills, if the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading has commenced, the Permittee shall stop grading and notify the Building Official in writing within 48 hours. The Permittee shall not commence any grading until a replacement has been approved by the Building Official and the replacement has agreed in writing to assume responsibility,

(Ord. 2019-0056 § 84, 2019.)

J105.10 Non-inspected grading.

No person shall own, use, occupy, or maintain any non-inspected grading. For the purposes of this Code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103, above, but which has progressed beyond any point requiring inspection and approval by the Building Official without such inspection and approval having been obtained.

(Ord. 2019-0056 § 84, 2019.)

J105.11 Routine field inspections and reports.

Unless otherwise directed by the Building Official, the Field Engineer for all engineered grading projects shall prepare routine inspection reports and shall file these reports with the Building Official as follows:

1. Bi-weekly during all times when grading of 400 cubic yards or more per week is occurring on the site;
2. Monthly, at all other times; and
3. At any time when requested in writing by the Building Official.

Such reports shall certify to the Building Official that the Field Engineer has inspected the grading site and related activities and has found them in compliance with the approved grading plans and specifications, this Code, all grading permit conditions, and all other applicable ordinances and requirements. The reports shall conform to a standard "Report of Grading Activities" form, which shall be provided by the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.11.1 Above-Water Inert Debris Fills and Underwater Fills.

Unless otherwise directed by the Building Official, reports for above-water inert debris fills and for underwater fills shall be in accordance with the Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California, or the Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California, respectively.

J105.12 Completion of work.

Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is otherwise required by the Building Official:

1. An "as-built" grading plan prepared by the Field Engineer retained to provide such services in accordance with Section J105.3 showing all plan revisions as approved by the Building Official. This shall include original ground surface elevations, as-built ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and the outlets of subsurface drains. As-built locations, elevations, and details of subsurface drains shall be shown as reported by the Geotechnical Engineer.

The as-built grading plan shall be accompanied by a certification by the Field Engineer that to the best of his or her knowledge, the work within the Field Engineer's area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the Geotechnical Engineer retained to provide such services in accordance with Section J105.4, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved geotechnical engineering investigation report. The report shall include a certification by the Geotechnical Engineer that, to the best of his or her knowledge, the work within the Geotechnical Engineer's area of responsibility is in accordance with the approved geotechnical engineering report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage.
3. A report prepared by the Engineering Geologist retained to provide such services in accordance with Section J105.5, including a final description of the geology of the site and any new information disclosed during the grading and the effect of such new information, if any, on the recommendations incorporated in the approved grading plan. The report shall contain a certification by the Engineering Geologist that, to the best of his or her knowledge, the work within the Engineering Geologist's area of responsibility is in accordance with the approved engineering geology report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage. The report shall contain a final as-built geologic map and cross-sections depicting all the information collected prior to and during grading.
4. The grading contractor shall certify, on a form prescribed by the Building Official, that the grading conforms to said as-built plan and the approved specifications.
5. When a landscape permit is required by Section 490.1 of the California Department of Water Resources Model Water Efficient Landscape Ordinance, the Landscape Architect shall certify on a form prescribed by the Building Official that the landscaping conforms to approved landscape plans and specifications.

(Ord. 2019-0056 § 84, 2019.)

J105.13 Notification of completion.

The permittee shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures, have been completed in accordance with the final approved grading plan, and all required reports have been submitted and approved.

Upon completion of the requirements of Section J105.12 and J105.13 to the satisfaction of the Building Official, all fills placed during the permitted grading are considered to be certified.

(Ord. 2019-0056 § 84, 2019.)

J105.14 Change of ownership.

Unless otherwise required by the Building Official, when a grading permit has been issued on a site and the owner sells the property prior to final grading approval, the new property owner shall be required to obtain a new grading permit.

(Ord. 2019-0056 § 84, 2019.)

SECTION J106 EXCAVATIONS

J106.1 Maximum cut slope.

The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be not more than one unit vertical in two units horizontal (50 percent slope) unless the owner or the owner's authorized agent furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. The Building Official may require the slope of the cut surfaces to be flatter in slope than 2 units horizontal to 1 unit vertical if the Building Official finds it necessary for the stability and safety of the slope.

Exception: A cut surface shall be permitted to be at a slope of 1.5 units horizontal to one unit vertical (67 percent slope) provided that all of the following are met:

1. It is not intended to support structures or surcharges.
2. It is adequately protected against erosion.
3. It is no more than 8 feet (2438 mm) in height.
4. It is approved by the Building Official.
5. Ground water is not encountered.

(Ord. 2019-0056 § 85, 2019.)

SECTION J107 FILLS

J107.1 General.

Unless otherwise recommended in the geotechnical report, fills shall comply with the provisions of this Section.

Exception:

1. The Building Official may permit a deviation from the provisions of this Appendix for minor fills not intended to support structures, where no geotechnical report has been prepared.
2. Above-water inert debris engineered fills and underwater engineered fills are exempt from the provisions of Section J107 and shall be placed as described in the *Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California*, or the *Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California*, respectively.

(Ord. 2019-0056 § 86, 2019.)

J107.2 Surface Preparation.

Fill slopes shall not be constructed on natural slopes steeper than 2 units horizontal to 1 unit vertical (50 percent slope). The ground surface shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials (including any existing fill that does not meet the requirements of this Appendix), and scarifying the ground to provide a bond with the fill material.

Subdrains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident, except where the Geotechnical Engineer or Engineering Geologist recommends otherwise. Such sub-drainage systems shall be of a material and design approved by the Geotechnical Engineer and acceptable to the Building Official. The Geotechnical Engineer shall provide continuous inspection during the process of subdrain installations. The location of the subdrains shall be shown on a plan prepared by the Geotechnical Engineer. Excavations for the subdrains shall be inspected by the Engineering Geologist when such subdrains are included in the recommendations of the Engineering Geologist.

(Ord. 2019-0056 § 86, 2019.)

J107.3 Benching.

Where existing grade is at a slope steeper than one unit vertical in five units horizontal (20 percent slope) and the depth of the fill exceeds 5 feet (1524 mm), benching shall be provided into sound bedrock or other competent material as determined by the Geotechnical Engineer in accordance with Figure J107.3, or as determined by the Geotechnical Engineer. When fill is to be placed over a cut, a key shall be provided that is not less than 10 feet (3048 mm) in width and 2 feet (610 mm) in depth. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be constructed thereon. The Geotechnical Engineer or Engineering Geologist, or both, shall inspect and approve the cut as being suitable for the foundation and placement of fill material before any fill material is placed on the excavation.

(Ord. 2019-0056 § 86, 2019.)

J107.4 Fill material.

Fill material shall not include organic, frozen, or other deleterious materials. Rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall not be included in fills.

Exception: The Building Official may permit placement of larger rock when the Geotechnical Engineer properly devises and recommends a method of placement, and continuously inspects the placement and approves the fill stability. The following requirements shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (0.3 m) in maximum dimension shall be 10 feet (3.0 m) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.
4. The reports submitted by the Geotechnical Engineer shall acknowledge the placement of the oversized material and whether the work was performed in accordance with the engineer's recommendations and the approved plans.
5. The location of oversized rock dispersal areas shall be shown on the as-built plan.

(Ord. 2019-0056 § 86, 2019.)

J107.5 Compaction.

All fill material shall be compacted to a minimum of 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth within 40 feet (12.2 m) below finished grade and 93 percent of maximum dry density deeper than 40 feet (12.2 m) below finished grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the Geotechnical Engineer and approved by the Building Official. Where ASTM D1557, Modified Proctor, is not applicable, a test acceptable to the Building Official shall be used.

Field density shall be determined by a method acceptable to the Building Official. However, not less than ten percent of the required density tests, uniformly distributed, shall be obtained by the Sand Cone Method.

Fill slopes steeper than 2 units horizontal to 1 unit vertical (50-percent slope) shall be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the Building Official that the angle of slope, construction method, and other factors will comply with the intent of this Section.

(Ord. 2019-0056 § 86, 2019.)

J107.6 Maximum slope.

The slope of fill surfaces shall be not steeper than is safe for the intended use. Fill slopes steeper than one unit vertical in two units horizontal (50-percent slope) shall be justified by geotechnical reports conforming to the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50-percent slope) if the Building Official finds it necessary for stability and safety of the slope.

(Ord. 2019-0056 § 86, 2019.)

J107.7 Slopes to receive fill.

Where fill is to be placed above the top of an existing slope steeper than 3 units horizontal to 1 unit vertical (33-percent slope), the toe of the fill shall be set back from the top edge of the existing slope a minimum distance of 6 feet (1.8 m) measured horizontally or such other distance as may be specifically recommended by a Geotechnical Engineer or Engineering Geologist and approved by the Building Official.

(Ord. 2019-0056 § 86, 2019.)

J107.8 Inspection of fill.

For engineered grading, the Geotechnical Engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to ensure that the work is performed in accordance with the conditions of plan approval and the appropriate requirements of this Appendix. In addition to the above, the Geotechnical Engineer shall provide continuous inspection during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (9.1 m) or result in a slope surface steeper than 2 units horizontal to 1 unit vertical (50-percent slope).

(Ord. 2019-0056 § 86, 2019.)

J107.9 Testing of fills.

Sufficient tests of the fill soils shall be made to determine the density and to verify compliance of the soil properties with the design requirements. This includes soil types and shear strengths in accordance with Section J111 Referenced Standards.

(Ord. 2019-0056 § 86, 2019.)

SECTION J108 SETBACKS

J108.1 General.

Cut and fill slopes shall be set back from the property lines in accordance with this Section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure J108.1, unless substantiating data is submitted justifying reduced setbacks and reduced setbacks are recommended in a geotechnical engineering and engineering geology report approved by the Building Official.

(Ord. 2019-0056 § 87, 2019.)

J108.2 Top of slope.

The setback at the top of a cut slope shall be not less than that shown in Figure J108.1, or than is required to accommodate any required interceptor drains, whichever is greater. For graded slopes, the property line between adjacent lots shall be at the apex of the berm at the top of the slope. Property lines between adjacent lots shall not be located on a graded slope steeper than 5 units horizontal to 1 unit vertical (20-percent slope).

(Ord. 2019-0056 § 87, 2019.)

J108.3 Toe of fill slope protection.

The setback from the toe of a fill slope shall not be less than that shown by Figure J108.1. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the Building Official, shall be included. Examples of such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

(Ord. 2019-0056 § 87, 2019.)

J108.4 Alternate setbacks.

The Building Official may approve alternate setbacks if he or she determines that no hazard to life or property will be created or increased. The Building Official may require an investigation and recommendation by a qualified engineer or Engineering Geologist to justify any proposed alternate setback.

(Ord. 2019-0056 § 87, 2019.)

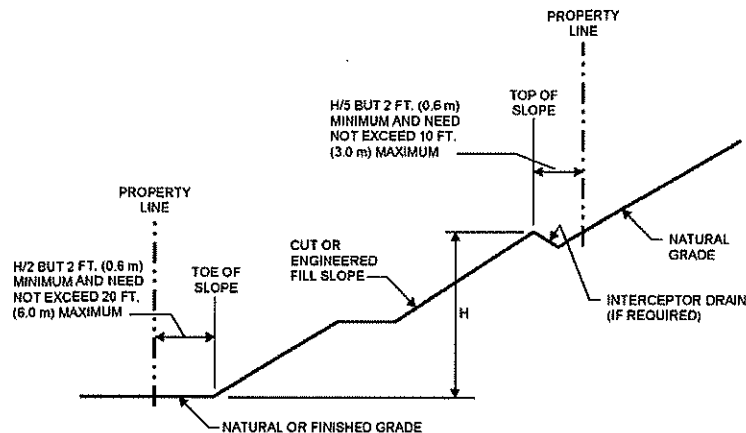


FIGURE J108.1
SETBACK DIMENSIONS

(Ord. 2019-0056 § 88, 2019.)

SECTION J109 DRAINAGE AND TERRACING

J109.1 General.

Unless otherwise recommended by a licensed Civil Engineer and approved by the Building Official, drainage facilities and terracing shall be provided in accordance with the requirements of Section J109.2 for all cut and fill slopes 3 units horizontal to 1 unit vertical (33-percent slope) and steeper.

For slopes flatter than 3 units horizontal to 1 unit vertical (33-percent slope) and steeper than 5 units horizontal to 1 unit vertical (20-percent slope), a paved swale or ditch shall be installed at 30 foot (9.1 m) vertical intervals to control surface drainage and debris. Swales shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Swales must be paved with reinforced concrete not less than 3 inches (0.08 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an equivalent approved by the Building Official. Swales must have a minimum flow line depth of 1 foot (0.3 m) and a minimum paved width of 18 inches (0.5 m). Swales shall have a minimum gradient of not less than 5 percent. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade.

Exception: Mine sites covered by a conditional use permit and reclamation plan shall use drainage and terracing that conforms to the *Guidelines for Drainage and Erosion Control for Open-Pit Mines, Irwindale, California* in lieu of the requirements outlined in Section J109.

(Ord. 2019-0056 § 89, 2019.)

J109.2 Drainage terraces.

Drainage terraces not less than 8 feet (2.4 m) in width shall be established at not more than 30-foot (9.14 m) vertical intervals on all cut or fill slopes to control surface drainage and debris. When only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 100 feet (30.5 m) and up to 120 feet (36.6 m) in vertical height, one terrace at approximately mid-height shall be 20 feet (6.1 m) in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet (36.6 m) in height shall be designed by the Civil Engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.

Drainage swales on terraces shall have a longitudinal grade of not less than 5 percent nor more than 12 percent and a minimum depth of 1 foot (0.3 m) at the flow line. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade. Drainage swales must be paved with reinforced concrete not less than 3 inches (0.8 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an approved equal paving. Drainage swales shall have a minimum depth at the deepest point of 1 foot (0.3 m) and a minimum paved width of 5 feet (1.5 m). Drainage swales on terraces shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Downdrains or drainage outlets shall be provided at approximately 300 foot (91.4 m) intervals along the drainage terrace or at equivalent locations. Down drains and drainage outlets shall be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in Section J109.5.

(Ord. 2019-0056 § 89, 2019.)

J109.3 Interceptor drains and overflow protection.

Berms, interceptor drains, swales, or other devices shall be installed along the top of cut slopes to prevent surface waters from overflowing onto and damaging the face of a slope. Berms used for slope protection shall not be less than 12 inches (0.3 m) above the level of the pad and shall slope back at least 4 feet (1.2 m) from the top of the slope.

Interceptor drains shall be installed along the top of graded slopes greater than 5 feet in height receiving drainage from a slope with a tributary width greater than 30 feet (9.1 m), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the

Building Official, but shall be not less than one unit vertical in 50 units horizontal (2-percent slope). The drain shall be paved with concrete not less than 3 inches (76mm) in thickness, or by other materials suitable to the application, and reinforced as required for drainage terraces. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the Building Official.

(Ord. 2019-0056 § 89, 2019.)**J109.4 Drainage Across Property Lines.**

Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.

(Ord. 2019-0056 § 89, 2019.)

J109.5 Disposal.

All drainage facilities shall be designed to convey waters to the nearest- practicable street, storm drain, or natural watercourse or drainage way approved by the Building Official or other appropriate governmental agency, provided that the discharge of such waters at that location will not create or increase a hazard to life or property. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers, or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

Building pads shall have a minimum drainage gradient of 2 percent toward an approved drainage facility or a public street unless otherwise directed by the Building Official. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in a hazard to life or property.

(Ord. 2019-0056 § 89, 2019.)

SECTION J110 SLOPE PLANTING AND EROSION CONTROL

J110.1 General.

The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall consist of effective planting, erosion control blankets, soil stabilizers, or other means as approved by the Building Official.

Exception:

1. Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials, as approved by the Project Consultants to the satisfaction of the Building Official.

2. Mine sites covered by a conditional use permit and reclamation plan shall use the slope planting and erosion control measures that conforms to the *Guidelines for Drainage and Erosion Control for Open-Pit Mines, Irwindale, California* in lieu of the requirements outlined in Section J110.

Erosion control for the slopes shall be installed as soon as practicable and prior to calling for final inspection.(Ord. 2019-0056 § 90, 2019.)J110.2 Other Devices.

Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

(Ord. 2019-0056 § 90, 2019.)

J110.3 Planting.

The surface of all cut slopes more than 5 feet (1.5 m) in height and fill slopes more than 3 feet (0.9 m) in height shall be protected against damage from erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet (4.6 m) in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet (3 m) on center, or trees, spaced at not to exceed 20 feet (6.1 m) on center; or a combination of shrubs and trees at an equivalent spacing, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Plant material shall be selected that will produce a coverage of permanent planting to effectively control erosion. Consideration shall be given to deep-rooted plant material needing limited watering, maintenance, high root to shoot ratio, wind susceptibility, and fire-retardant characteristics. All plant materials must be approved by the Building Official.

Planting may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

(Ord. 2019-0056 § 90, 2019.)

J110.4 Irrigation.

Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted to and approved by the Building Official prior to installation. A functional test of the system may be required.

For slopes less than 20 feet (6.1 m) in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet (15.2 m) is necessary for irrigation.

Irrigation requirements may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, plant types, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative irrigation method will sustain the proposed planting and provide a permanent and effective method of erosion control. Modifications for irrigation systems must be approved by the Building Official prior to installation.

(Ord. 2019-0056 § 90, 2019.)

J110.5 Plans and specifications.

Planting and irrigation plans shall be submitted for slopes that are required to be planted and irrigated pursuant to Sections J110.3 and J110.4. Except as otherwise required by the Building Official for minor grading, the plans for slopes 20 feet (6.1 m) or more in vertical height shall be prepared and signed by a Civil Engineer or Landscape Architect. If requested by the Building Official, planting and irrigation details shall be included on the grading plan.

(Ord. 2019-0056 § 90, 2019.)

J110.6 Rodent control.

Fill slopes shall be protected from potential slope damage by a preventative program of rodent control.

(Ord. 2019-0056 § 90, 2019.)

J110.7 Release of security.

The planting and irrigation systems required by this Section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes and there shall be evidence of an effective rodent control program.

(Ord. 2019-0056 § 90, 2019.)

J110.8 National Pollutant Discharge Elimination System (NPDES) compliance.

J110.8.1 General.

All grading plans and permits and the owner of any property on which such grading is performed shall comply with the provisions of this Section for NPDES compliance.

All best management practices shall be installed before grading begins or as instructed in writing by the Building Official for unpermitted grading as defined by Section J103.3. As grading progresses, all best management practices shall be updated as necessary to prevent erosion and to control construction-related pollutants from discharging from the site. All best management practices shall be maintained in good working order to the satisfaction of the Building Official until final grading approval has been granted by the Building Official and all permanent drainage and erosion control systems, if required, are in place. Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.2 Storm Water Pollution Prevention Plan (SWPPP).

The Building Official may require a SWPPP. The SWPPP shall contain details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants that originate from the site as a result of construction-related activities. When the Building Official requires a SWPPP, no grading permit shall be issued until the SWPPP has been submitted to and approved by the Building Official.

For unpermitted grading as defined by Section J103.3 upon written request, a SWPPP in compliance with the provisions of this Section and Section 106.4.3 for NPDES compliance shall be submitted to the Building Official. Failure to comply with this Section is subject to "Noncompliance Penalties" per Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.3 Erosion and Sediment Control Plans (ESCP).

Where a grading permit is issued and the Building Official determines that the grading will not be completed prior to November 1, the owner of the site on which the grading is being performed shall, on or before October 1, file or cause to be filed with the Building Official an ESCP. The ESCP shall include specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding, or the deposition of mud, debris, or construction-related pollutants. The best management practices shown on the ESCP shall be installed on or before October 15. The plans shall be revised annually or as required by the Building Official to reflect the current site conditions.

The ESCP shall be accompanied by an application for plan checking services and plan-checking fees in an amount determined by the Building Official, up to but not exceeding 10 percent of the original grading permit fee.

Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.4 Storm Water Pollution Prevention Plan (SWPPP), effect of noncompliance.

Should the owner fail to submit the SWPPP or the ESCP as required by Section J110.8, or fail to install the best management practices, it shall be deemed that a default has occurred under the conditions of the grading permit security. The Building Official may thereafter enter the property for the purpose of installing, by County forces or by other means, the drainage, erosion control, and other devices shown on the approved plans, or if there are no approved plans, as the Building Official may deem necessary to protect adjoining property from the effects of erosion, flooding, or the deposition of mud, debris, or constructed-related pollutants.

The Building Official shall also have the authority to impose and collect the penalties imposed by Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.5 Noncompliance penalties.

The amount of the penalties shall be as follows:

1. If a SWPPP or an ESCP is not submitted as prescribed in Sections J110.8.2 and J110.8.3:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m ³)	\$50.00 per day
10,001-100,000 cubic yards (7646.3-76455 m ³)	\$250.00 per day
More than 100,000 cubic yards (76455 m ³)	\$500.00 per day

2. If the best management practices for storm water pollution prevention and wet weather erosion control, as approved by the Building Official, are not installed as prescribed in this Section J110.8:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m ³)	\$100.00 per day
10,001-100,000 cubic yards (7646.3-76455 m ³)	\$250.00 per day
More than 100,000 cubic yards (76455 m ³)	\$500.00 per day

NOTE: See Section 108 for inspection request requirements.

(Ord. 2019-0056 § 90, 2019.)

SECTION J111 REFERENCED STANDARDS

These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods, or means of conforming to such standards, provided such alternate has been approved by the Building Official.

The Building Official shall approve such an alternate provided they determine that the alternate is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability, and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

The standards listed below are recognized standards. Compliance with these recognized standards shall be prima facie evidence of compliance with the standards set forth in Sections J104 and J107.

ASTM D 1557 - Latest Revision	Laboratory Characteristics Compaction of Soil Using Modified Effort	J107.5
ASTM D 1556 - Latest Revision	Density and Unit Weight of Soils In Place by the Sand Cone Method	J104.2.3, J104.3 and J107.9
ASTM D 2167 - Latest Revision	Density and Unit Weight of Soils In Place by the Rubber Balloon Method	J104.2.3, J104.3 and J107.9
ASTM D 2937 - Latest Revision	Density of Soils in Place by the Drive Cylinder Method	J104.2.3, J104.3 and J107.9
ASTM D 2922 - Latest Revision	Density of Soil and Soil Aggregate In Place by Nuclear Methods	J104.2.3, J104.3 and J107.9
ASTM D 3017 - Latest Revision	Water Content of Soil and Rock in Place by Nuclear Methods	J104.2.3, J104.3 and J107.9

Guidelines for Above-Water Backfilling of Open Pit Mines, Irwindale, California, Irwindale Drainage and Erosion Control Committee, November 23, 2005

Guidelines for Drainage and Erosion Control for Open Pit Mines, Irwindale, California, Irwindale Drainage and

Erosion Control Committee, July 6, 2004

Guidelines for Underwater Backfilling of Open Pit Mines, Irwindale, California, Irwindale Drainage and Erosion Control Committee, May 20, 2005

Guidelines for Stability Analyses of Open-Pit Mine Slopes, Irwindale, California, Irwindale Slope Stability Committee, December 24, 2003

Irwindale Mining Bulletin No.1, Settlement of Mine Backfills, November 22, 2022

(Ord. 2019-0056 § 91, 2019.)

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products Pit No. 2 from December 31, 2022 until July 31, 2023.

City Manager's Recommendation:

That the City Council approve the request from United Rock Products, Inc. (United) to extend the hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) from December 31, 2022 until July 31, 2023. The extended hours of operation during this time period would be:

Monday to Friday 7 a.m. to 3 p.m.
Saturday 7 a.m. to 5 p.m. (Only 2nd and 4th Saturday of each month)

Administrative Action:

Submitted by:

Arsanious Hanna
Director of Engineering/Building Official
(626) 430-2200

Marilyn Simpson
Community Development Director
(626) 430-2209

Prepared by:

Francisco Carrillo
Construction Compliance Manager
(626) 430-2251

Reviewed by:

Adrian R. Guerra, City Attorney

ARS M Hanna

Marilyn Simpson

Francisco Carrillo

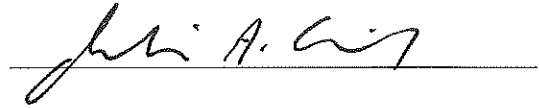
Electronically Approved

Kambiz Borhani,
Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On September 14, 2022, City Council approved the request from United Rock Products, Inc. (United) to extend the hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until December 31, 2022, and re-evaluate United's request before granting another extension period.

Per the Development Agreement (DA) for the Olive Pit, the hours of operation for transportation of excavated aggregates to URP-2 are: Monday through Saturday 7 a.m. to 5 p.m.

On November 28, 2022, United requested to continue the extended hours of operation for transportation of excavated aggregates from the Olive Pit to URP-2. The approved hours of operation would be:

Monday to Friday	7 a.m. to 3 p.m.
Saturday	7 a.m. to 5 p.m. (Only 2nd and 4th Saturday of each month)

Since the approval of the extended hours of operation, United has implemented and complied with the following requests made by the City Council:

1. Haul trucks are restricted to drive on Azusa Canyon Road and Los Angeles Street until after 7 a.m.
2. Street sweeping operations occur at least three (3) time per day on Azusa Canyon Road from Los Angeles Street to Arrow Highway. Furthermore, street sweepers are asked to utilize water appropriately while sweeping the roads.
3. Truck speeding is monitored by United who continue to alert truckers and brokers of strict policy pertaining to truck speeding (no speeding tolerance) and truckers that have a history of speeding are removed from the haul operations.
4. Saturday hauling operations have now been reduced to two (2) Saturdays per month.
5. United's target schedule to start construction of the traffic signal at the Olive Pit entrance and Los Angeles Street is February 2023. They are in the process of securing the material and signal equipment and anticipate completion of this traffic signal by June 2023.

6. The traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street has been delayed due to staff changes from all agencies involved in the approval of the design and construction of this traffic signal. United continues to work with its consultants and the various agencies on completing this signal and anticipates a start of the project in late 2023.

Based on staff assessment of United's request, the anticipation of the installation of the new traffic signal and on the fact that the requests made by City Council have been in compliance, Staff recommends approval of United's request to extend the hours of operation as indicated above until July 31, 2023. With the completion of the traffic signal at the Olive Pit entrance and Los Angeles Street it is anticipated that no further extensions be requested nor granted.

Fiscal Impact: None

Attachments: United Rock Products letter dated 11-28-2022



A COLAS COMPANY

November 28, 2022

Mr. Arsanious Hanna
City Engineer/Building Official
City of Irwindale
5050 N. Irwindale Ave
Irwindale, CA 91706

RE: Request to continue the extended hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products' Pit No. 2

Dear Mr. Hanna,

During the September 14, 2022 City Council Meeting, the City Council approved the extended hours of operation for transporting excavated aggregates from the Olive Pit to United Rock Products' (URP) Pit No. 2 until December 31, 2022. I personally want to thank the City Council, City Manager Julian Miranda along with you and your staff for granting URP this request.

The extended hours of operation has proven to be a benefit to our employees, the contract haulers and the our overall operating efficiency.

Since the extension was granted for the 7am start time on September 14, 2022, URP has complied with the terms of that approval as follows:

- Haul trucks wait until 7am to drive on Azusa Canyon Road and Los Angeles Street
- URP ensures that street sweeping operations occurs on a frequency of at least 3 times per day along Azusa Canyon Road to Arrow Highway from the Los Angeles Street intersection.
- URP management reminds the sweeper operators to use water while sweeping the road.
- URP employees continue to monitor the trucking speed and continue to follow up with the truckers and brokers; to reiterate our position, that we do not tolerate speeding. Truckers that have a history of speeding are removed from the haul.
- URP has reduced Saturday hauling to just two Saturdays a month.

Over the past few months, URP has continued to work with its consultants and SWCCA, on completing the Los Angeles Street – Azusa Canyon Road traffic signal design and construction. Progress on finalizing the design of the traffic signal has been delayed due to staffing changes at CPUC and SCRRA along with the departure of Daniel Co from the City of Irwindale. Allowing the new team to review the existing plans and modifying them to conform to current building codes has pushed the start of the project into late 2023. URP will continue to work with its consultants, SWCCA, and the City to ensure the project continues to move forward.

URP has continued to move forward with the other traffic signal located on Los Angeles Street at the Olive Pit entrance/exit. The permit has been approved with construction of the traffic signal scheduled to begin in February 2023. The timing related to the start of the project is due to receiving the materials to install for the traffic signal. This project is expected to be completed in June 2023.

URP has and continues to fully comply with the terms of the September 14, 2022 approval. URP respectfully requests an extension of the extended hours of operations for the transportation of the excavated aggregates from the Olive Pit to URP's Pit No. 2 for an additional 6-months until July 31, 2023 as previously granted. This will allow us to continue to be fair to our employees and contract haulers while realizing some efficiency gains in our business.

If you have any questions or need any additional information, contact me at (626)-861-5709.

Sincerely,

A handwritten signature in black ink, appearing to read 'M Pachura', with a stylized, cursive script.

Mark Pachura
General Manager

cc: Bill Boyd
Jeff Cameron

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

City of
IRWINDALE
AGENDA REPORT

Date: December 14, 2022
 To: Honorable Mayor and Members of the City Council
 Honorable Chair and Members of the Successor Agency Board
 Honorable Chair and Members of the Housing Authority Board
 From: Julian A. Miranda, City Manager/Executive Director
 Issue: Assembly Bill 2449 Brown Act Teleconferencing Requirements

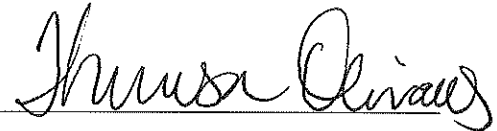
City Manager/Executive Director's Recommendation:

Receive and file.

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

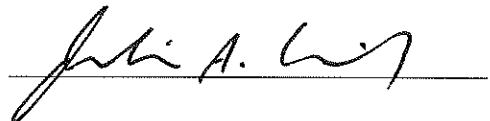
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

On September 13, 2022, Governor Newsom signed Assembly Bill (AB) 2449, adding another option for teleconferencing under the Ralph M. Brown Act. AB 2449 takes effect on January 1, 2023 and allows for three teleconferencing options for public meetings:

- Option 1: Traditional (pre-pandemic), or
 Option 2: State of Emergency (AB 361), or
 Option 3: Justification (AB 2449)

Option 1: Traditional (pre-pandemic)

Members of the legislative body may participate from various teleconference locations, so long as a quorum of the teleconference locations are within the City's jurisdiction. The address of each location (including the teleconference location(s) for the legislative members participating by teleconference) must be noticed on the agenda, all locations

(including teleconference locations) are open for the public to attend and provide comments, and the locations meet ADA accessibility requirements. Public participation under this option may occur as follows:

1. Option A (In-Person): the public may (a) provide written comments in advance of the meeting or (b) attend the meeting in-person.
2. Option B (In-Person an/or Teleconference): the public will be able to address the legislative body by (a) providing written comments in advance of the meeting, (b) attending the meeting in-person, (c) using the call-in option, or (d) using an internet-based service provider.

Option 2: State of Emergency (AB 361):

This option is only available during a declared state of emergency, and the legislative body must make specified findings every 30 days to continue to teleconference under this option. All legislative body members may participate remotely from various teleconference locations, which are not required to be noticed on the agenda or made available to the public. The public must be able to address the legislative body via a call in or internet-based service. The provisions under AB 361 sunset on January 1, 2024, or when the declaration of emergency no longer exists, whichever occurs first.

The legislative body currently conducts its meeting under AB 361. Governor Newsom has announced that the COVID19 State of Emergency will end on February 28, 2023. As a result, the City will not be able to conduct its meeting under the provision of AB 361 after February 28, 2023.

Option 3: Justification (AB 2449):

This new option allows, under limited situations, the legislative body to teleconference for *just cause* or *emergency circumstances*. A majority of the legislative body may not teleconference, as is the case with traditional teleconferencing requirements. AB 2449 will sunset on January 1, 2026. This bill is summarized below:

Members of the legislative body may participate in a meeting via teleconference without noticing the location on the meeting agenda or making the teleconference location available for public participation for *just cause* or *emergency circumstances* so long as a quorum of the legislative body (50% + 1) attend the meeting in person from one location open to the public and identified on the agenda.

1. *Just Cause* – defined as a childcare or necessary caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely; a contagious illness that prevents a member from attending in person; a need related to a physical or mental disability as defined by the Government Code that is not otherwise accommodated as a reasonable accommodation under the ADA; or travel while on official business of the legislative body or another state or local agency.

A Board Member of the legislative body may only participate remotely twice in a calendar year for *just cause*. Additionally, the Board Member must notify the legislative body of the need to teleconference at the earliest opportunity

possible. The request is to include a description of the circumstance resulting in the need to participate remotely, and legislative body approval is not needed to teleconference. This option is only available for meetings that are webcast (two-way audio and visual).

2. *Emergency Circumstances*: - defined as a physical or family medical emergency that prevents a member from attending in person.

The legislative body must approve the Board Member's request to participate remotely due to an emergency circumstance at the meeting the Board Member desires to remotely attend. The Board Member will need to provide a general description of the reason to appear remotely. The Board Member does not need to disclose medical diagnosis, disability, or other personal medical information that is protected by law. A separate request must be submitted for each meeting the Board Member wishes remotely attend. The legislative body may take action on the request at the earliest opportunity, and if the request does not allow sufficient time to place it on the meeting agenda, the legislative body may nonetheless take action on the request at the beginning of the meeting. The legislative body may approve such a request by a majority vote of the body.

Below are additional requirements for the Board Member to participate remotely:

1. The in-person board meeting must allow the public to remotely hear, visually observe, and remotely address the Board during the meeting by:
 - a. Two-Way Audiovisual Platform: An online platform that allows the public to participate in the meeting via interactive video conference and two-way telephonic function; or
 - b. Two-Way Telephonic Service and Live Webcasting: This requires a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate. Webcasting includes an online video streaming broadcast or a television using streaming media technology.
2. The remote Board Member must participate through both audio and visual technology.
3. Before taking action at the meeting, the Board Members must disclose other adults present in the room and the member's relationship with the other adults.
4. The meeting agenda must give notice of the teleconference and means by which the public may access the meeting and offer public comment, as well as a identify and provide opportunities for persons to attend and address the Board directly, either via a call-in option, internet-based service option, or at the in-person location of the meeting.
5. A Board Member may not participate solely by teleconference for *just cause* or *emergency circumstances* for more than three consecutive months or 20% of the regular meetings within a calendar year. If the Board meets less than 10 times per calendar year, then no more than two meetings per calendar year.

6. The Board may not take action if a disruption occurs, preventing the Board from broadcasting the meeting to the public or allowing the public to provide comment, until access is restored.

Legislative bodies may still meet in-person without teleconferencing, or may meet via teleconferencing under the Traditional Rules. AB 2449 does not require a legislative body to use teleconferencing, and does not change or repeal the Traditional Rules. Rather, AB 2449 provides an alternative to the Traditional Rules that is available for the next three years, as discussed above.

Fiscal Impact:

None

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

SA Item 1A2

**NOVEMBER 9, 2022
WEDNESDAY
7:51 P.M.**

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

ROLL CALL:

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

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

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

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

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular Meeting held October 12, 2022
- 2) Regular Meeting held October 26, 2022

**ITEM NO. 1B
WARRANTS**

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

NEW BUSINESS

None.

PUBLIC HEARINGS

None.

ADJOURNMENT

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

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78424	ROSENO	Rosenow Spevacek Group Inc	11/07/2022	2,600.00
Report Total (1 checks):				2,600.00

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
78605	USBANK03	US Bank Trust N.A.	12/06/2022	4,235.00
Report Total (1 checks):				4,235.00

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

City of
IRWINDALE
AGENDA REPORT

SA Item 1C

Date: December 14, 2022

To: Honorable Chair and Members of the Successor Agency Board

From: Julian A. Miranda, Executive Director

Issue: Consideration of Resolution No. SA 2022-124-3374 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2023 through June 30, 2024

Executive Director's Recommendation:

It is recommended that the Successor Agency Board adopt Resolution No. SA 2022-124-3374 entitled "A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024".

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director / City Treasurer
(626) 430-2221



Prepared by:

Dominique Clark, Consultant, RSG Inc.
(714) 316-2143

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

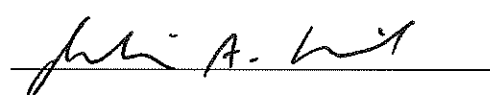
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Health and Safety Code ("HSC") Sections 34177(l) and 34177(o) require the Successor Agency to the Inwindale Community Redevelopment Agency ("Successor Agency") to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each 12-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2023 to June 30, 2024 ("ROPS 23-24"), the statute requires that an Oversight Board-approved ROPS be submitted electronically to the DOF no later than February 1, 2023.

The ROPS provides the Successor Agency's enumeration and estimates of outstanding enforceable obligations for the upcoming 12-month ROPS period beginning July 1, 2023 and derives the amount of funds that may be available in past ROPS carryover and other cash balances for future payments.

Last and Final ROPS Option

Beginning January 1, 2016, successor agencies that have received a Finding of Completion may submit a Last and Final ROPS for approval by the oversight board and the DOF if all of the following conditions are met:

1. Remaining debt includes only administrative costs and enforceable obligations with set payment schedules, such as debt service, loan agreements, and contracts;
2. All remaining obligations have been previously listed on a ROPS and approved by the DOF, pursuant to HSC section 34177 (m) or (o); and
3. The successor agency has no outstanding or unresolved litigation, except as specified in HSC section 34191.6 (a) (3).

The submission of a Last and Final ROPS reduces the administrative burden on a successor agency, as it eliminates the need to prepare a ROPS and complete the ROPS approval process every year. However, once the DOF approves a successor agency's Last and Final ROPS, it can be amended only twice. Additionally, for successor agencies with an approved Last and Final ROPS, the DOF has been limiting annual administrative allowances to approximately \$5,000 per enforceable obligation. At this point, to allow for greater flexibility, Successor Agency staff prefers to continue submitting the annual ROPS, rather than submitting a Last and Final ROPS.

ROPS 23-24 Enforceable Obligations

The ROPS 23-24 contains the same enforceable obligations listed on the last ROPS. The ROPS 23-24 line items include the following:

- Debt service on 2005 Taxable Housing Parity Bonds, 2006 Tax Allocation Refunding Parity Bonds, 2006 Subordinate Lien Tax Allocation Bonds, 2014 Tax

Allocation Refunding Parity Bonds, and 2014 Taxable Housing Tax Allocation Refunding Parity Bonds **(Line Items #3 to #5, #11, #32, and #33)**

- Bond-related costs, including fiscal agent fees, bond arbitrage calculation fees, and continuing disclosure costs **(Line Items #7, #8, and #34)**
- Administrative allowance **(Line Item #13)**, which is limited to the greater of \$250,000 per year, or 3 percent of Redevelopment Property Tax Trust Fund ("RPTTF") distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. However, the administrative allowance cannot exceed 50 percent of RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. In the Successor Agency's case, the maximum allowable ROPS 23-24 administrative allowance is \$250,000, which is the amount being requested. Pursuant to HSC Section 34177(j), the Successor Agency prepared a Fiscal Year 2023-24 Administrative Budget for submission to the Oversight Board for approval. The Administrative Budget is included as Exhibit B to the resolution.

ROPS 23-24 Cash Balance

The Successor Agency is required to calculate the amount of funds that may be available in past ROPS carryover and other cash balances for future payments. If the Successor Agency spent less than it estimated in prior ROPS periods or currently has funds from revenue received apart from the ROPS process (such as rent income, interest, and property sales proceeds), fund balances should be used to pay for enforceable obligations and, pursuant to Assembly Bill 1484, the DOF will decrease the distribution of RPTTF to the Successor Agency for a future ROPS period by the surplus amount.

The ROPS 23-24 cash balance reconciliation is based on activity in the ROPS 20-21 period. As reported on the Cash Balances tab of the ROPS 23-24 form, the Successor Agency had \$1.4 million of cash as of the end of the ROPS 20-21 period that is available to be spent in the ROPS 23-24 period. The DOF will ensure that the Successor Agency's approved ROPS 23-24 distribution amount accounts for the cash that the Successor Agency already has available to be spent in the ROPS 23-24 period.

DOF Review

Upon submittal of an Oversight Board-approved ROPS, the DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of the DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. The DOF has up to 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution dates for ROPS 23-24A and 23-24B are on or about June 1, 2023 and January 2, 2024, respectively.

Fiscal Impact:

Approval of the ROPS is necessary for the Successor Agency to continue making payments on indebtedness, contracts, and other enforceable obligations. Overall, the Successor Agency is requesting \$8.3 million of RPTTF to fund enforceable obligations due in the ROPS 23-24 period. Residual RPTTF revenues would be apportioned by the County Auditor-Controller to affected taxing agencies based on each entity's share of the property tax levy.

By not adopting the ROPS, the Successor Agency would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the City's General Fund. Furthermore, failure to submit a Countywide Oversight Board-approved ROPS to the State will also result in a penalty of \$10,000 per day assessed against the City (as the City, not as the Successor Agency) for each day the ROPS is late. By utilizing non-RPTTF monies to pay for ROPS 23-24 obligations, the Successor Agency will increase the amount of residual RPTTF that the City will collect from the County Auditor-Controller, which is roughly 10 percent of the total residual pool of monies.

Attachment(s):

Resolution No. SA 2022-124-3374

Exhibit A to the Resolution: ROPS 23-24

Exhibit B to the Resolution: ROPS 23-24 Administrative Budget

SUCCESSOR AGENCY RESOLUTION NO. SA 2022-124-3374

**A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY
TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND
ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD
BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the "Successor Agency" to the Irwindale Community Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Sections 34177(l) and 34177(o), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each twelve-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to an oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and the DOF for review and approval; and

WHEREAS, Assembly Bill 1484 ("AB 1484") and Senate Bill 107 ("SB 107") established procedural requirements for the preparation, review, and approval of ROPS by the Successor Agency, including clarifications regarding "enforceable obligations"; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit "A" to this resolution establishes a ROPS and administrative budget for the twelve-month fiscal period beginning July 1, 2023 and ending June 30, 2024, in a manner consistent with that prescribed by the DOF.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS and Administrative Budget. The City of Irwindale as Successor Agency hereby approves the Recognized Obligation Payment Schedule and Administrative Budget for the twelve-month fiscal period beginning July 1, 2023 and ending June 30, 2024, in substantially the form attached hereto as Exhibits A and B, as required by ABX1 26, AB 1484, and SB 107.

Section 3. Transmittal to Appropriate Agencies. The Executive Director is hereby authorized and directed to transmit, by mail or electronic means, a copy of the ROPS to the County of Los Angeles' First District Consolidated Oversight Board, Los Angeles County Auditor-Controller, State Department of Finance, and the State Controller's Office, as prescribed by statute.

Section 4. Technical Revisions. The Executive Director is hereby authorized and directed to use discretion to make any necessary technical revisions to the ROPS and Administrative Budget prior to submittal to the appropriate reviewing bodies.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. SA 2022-124-3374 was duly and regularly passed and adopted by the Successor Agency of the City of Irwindale at its regular meeting held on the 14th day of December 2022, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT “A”

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
JULY 1, 2023 – JUNE 30, 2024

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Irwindale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 5,811,211	\$ -	\$ 5,811,211
B Bond Proceeds	-	-	-
C Reserve Balance	5,811,211	-	5,811,211
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 266,500	\$ 8,049,667	\$ 8,316,167
F RPTTF	16,500	8,049,667	8,066,167
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	\$ 6,077,711	\$ 8,049,667	\$ 14,127,378

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Irwindale
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$36,149,257		\$14,127,378	\$-	\$5,811,211	\$-	\$16,500	\$250,000	\$6,077,711	\$-	\$-	\$-	\$8,049,667	\$-	\$8,049,667
3	2005 Taxable Housing Parity Bonds	Bonds Issued On or Before 12/ 31/10	08/02/ 2005	08/01/2026	US Bank National Association	2005 Taxable Housing Parity Bonds	Low/Mod Income	7,068,486	N	\$1,691,339	-	1,554,748	-	-	-	\$1,554,748	-	-	-	136,591	-	\$136,591
4	2006 Tax Allocation Refunding Parity Bonds	Bonds Issued On or Before 12/ 31/10	07/17/ 2006	07/15/2026	US Bank National Association	2006 Tax Allocation Refunding Parity Bonds	Industrial Project Area	12,808,554	N	\$3,668,438	-	1,812,254	-	-	-	\$1,812,254	-	-	-	1,856,184	-	\$1,856,184
5	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Bonds Issued On or Before 12/ 31/10	04/05/ 2005	06/01/2026	US Bank National Association	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Industrial Project Area	5,909,938	N	\$1,480,150	-	1,366,850	-	-	-	\$1,366,850	-	-	-	113,300	-	\$113,300
7	Fiscal Agent Fees	Fees	08/02/ 2005	08/01/2026	US Bank National Association	Fees for Fiscal Agent Services	Industrial & Low/Mod Projects	80,000	N	\$20,000	-	-	-	16,000	-	\$16,000	-	-	-	4,000	-	\$4,000
8	Bond Arbitrage Calculation	Fees	11/21/ 2002	08/01/2026	BLX Group, Willdan Financial Services	Fees for Bond Arbitrage Calculations	Industrial & Low/Mod Projects	12,000	N	\$500	-	-	-	500	-	\$500	-	-	-	-	-	\$-
11	Reserve Obligations for Bonds	Reserves	11/21/ 2002	08/01/2026	US Bank National Association	Reserve Obligations for Bonds	Industrial & Low/Mod Projects	5,897,945	N	\$5,897,945	-	-	-	-	-	\$-	-	-	-	5,897,945	-	\$5,897,945
13	Successor Agency Administrative/ Operational Costs	Admin Costs	02/01/ 2012	08/01/2026	City of Irwindale	Payroll & benefits for employees, legal services, financial/ staffing consulting services, and overhead costs required for Agency wind-down/ transition as detailed in Successor Agency Administrative Budget	Industrial Project Area	1,000,000	N	\$250,000	-	-	-	-	250,000	\$250,000	-	-	-	-	-	\$-
16	Environmental Due Diligence, Review, and Documentation - Property	Property Dispositions	02/01/ 2012	08/01/2026	Environmental Consultants	Preparation of properties for disposition by Successor Agency -	Industrial Project Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Disposition by Successor Agency					Environmental Due Diligence, Review, and Documentation																
17	Engineering Support Services - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Engineering Consultants, City of Inwindale Staffing	Preparation of agency properties for disposition by Successor Agency - Engineering Support Services	Industrial Project Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
18	Valuation Estimates & Property Disposition - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Appraisers, Brokers	Preparation of agency properties for disposition by Successor Agency - Appraisal Services	Industrial Project Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
19	Interim Property Management / Lease Administration Services / Property Disposition - Property Disposition by Successor Agency	Property Dispositions	02/01/2012	08/01/2026	Property Agents, City of Inwindale, Maintenance Contractors	Preparation of agency properties for disposition by Successor Agency - Interim Property Management / Lease Administration	Industrial Project Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
21	Weed Abatement Services for Successor Agency Assets/ Properties	Property Maintenance	02/01/2012	08/01/2026	Los Angeles County	Contract for Weed Abatement Services for Successor Agency Assets/ Properties	Industrial Project Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
22	Property Maintenance for Successor Agency Assets/ Properties	Property Maintenance	02/01/2012	08/01/2026	Edison, Valley County Water, etc.	Water, Electricity, Maintenance, etc. for Successor Agency Assets/ Properties	Industrial Project Area	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
32	2014 Tax Allocation	Bonds Issued After	05/08/2014	07/15/2025	US Bank National	Bonds issued to fund non-	Industrial Project Area	2,459,825	N	\$816,600	-	792,675	-	-	-	\$792,675	-	-	-	23,925	-	\$23,925

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Refunding Parly Bonds	12/31/10			Association	housing projects																
33	2014 Taxable Housing Tax Allocation Refunding Parly Bonds	Bonds Issued After 12/31/10	05/08/2014	08/01/2025	US Bank National Association	Bonds issued to fund housing projects	Low/Mod Income	896,509	N	\$298,406	-	284,684	-	-	-	\$284,684	-	-	-	13,722	-	\$13,722
34	Continuing Disclosure Costs	Fees	08/02/2005	08/01/2026	Willdan Financial Services	Continuing Disclosures for Bonds	Industrial&Low/Mod	16,000	N	\$4,000	-	-	-	-	-	\$-	-	-	-	4,000	-	\$4,000

Irwindale
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources				Non-Admin and Admin	Comments
		Bond Proceeds		Reserve Balance	Other Funds		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.		
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.	3,463,150		5,194,286	15,631,087	32,288	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	1,414			94,632	8,750,702	
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)	10,377		5,129,858		3,121,347	
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,454,187			14,357,617	5,655,019	
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required			6,624	
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$64,428	\$1,368,102	\$-	

Irwindale
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
3	
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EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2023-24 ADMINISTRATIVE BUDGET

	<u>Annual Budget</u>
Administrative Overhead:	
Office Supplies, Utilities, Insurance, Computer Supplies, etc.	55,000.00
 Ongoing Administrative Functions:	
Legal Counsel	50,000.00
Audit Services and State Reportings	10,000.00
Professional Consulting Services	30,000.00
Debt Service Administration	10,000.00
Oversight Board Administration	20,000.00
State/County Correspondence and Coordination	25,000.00
Accounting and Financial Services	50,000.00
 Grand Total:	 <u>250,000.00</u>

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

AUGUST 25, 2021
WEDNESDAY
9:05 P.M.

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

ROLL CALL:

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

Also present: William Tam, Executive Director; Adrian Guerra, Board Attorney; Jamie Traxler, Assistant Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Arsanious Hanna, City Engineer; Eva Carreon, Director of Finance; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Economic Development Coordinator; and Laura Nieto, Chief Assistant Authority Secretary

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda complained that residents used to get whatever they wanted 20 years ago, stated that she does not understand the 45 year covenants tied to certain Irwindale housing programs, and alleged that \$87 million is missing from housing funds.

NEW BUSINESS

ITEM NO. 1A
VERBAL UPDATE ON
MAYANS HOUSING
PROJECT

VERBAL UPDATE ON MAYANS HOUSING PROJECT

EXECUTIVE DIRECTOR
TAM

Executive Director Tam stated that staff is working hard to expedite all processes so that the applicants can occupy the new homes. All pertinent documents were executed and delivered to escrow last Thursday, with the anticipated close of escrow to occur on Friday. Unfortunately, this did not occur. The new anticipated close date is this Friday, and staff will do all it could to ensure this occurs. He emphasized that there may still be issues between the Board and Mayans that still need to be resolved, including a change order that has yet to be finalized.

CARMEN ROMAN

Carmen Roman asked what caused the delay, to which Executive Director Tam advised that there were number discrepancies provided to escrow by Mayans staff.

DENA ZEPEDA

Dena Zepeda complained about the delay.

MOTION

A motion was made by Board Member Ambriz, seconded by Vice Chair Burrola, to place an item on the next agenda to consider purchasing the lease agreement for Las Casitas senior apartments from Northridge Management. The motion was unanimously approved; Board Member Breceda absent.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:19 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

HA ITEM 1B

Date: December 14, 2022
To: Honorable Chair and Members of the Housing Authority
From: Julian A. Miranda, Executive Director
Issue: Irwindale Housing Authority Annual Report for Fiscal Year (FY) 2021-2022

Executive Director's Recommendation:

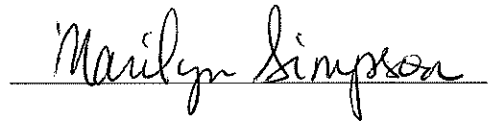
That the Authority Board:

Receive and file the FY 2021-2022 Irwindale Housing Authority Annual Report and direct that such report be filed with the City of Irwindale City Clerk's office and the Department of Housing and Community Development.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP
Community Development Director



Prepared by:

Fernando Lopez, Housing Coordinator
(626) 430-2269



Reviewed by:

Adrian R. Guerra, General Counsel

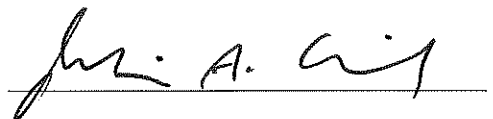
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, Executive Director



BACKGROUND

FY 2020-2021 Irwindale Housing Authority Annual Report

California Health and Safety Code ("HSC") Section 34328 states that at least once each year, "an authority shall file with the clerk of the respective city or county and with the Department of Housing and Community Development a report of its activities for the preceding year." HSC Section 34328.1 states that such report ("Annual Report") be filed with the Department of Housing and Community Development ("HCD") on October 1 of each year.

The Irwindale Housing Authority ("Authority") retained the services of RSG to prepare the Authority's Annual Report for Fiscal Year 2021-2022, which was to be submitted to HCD by October 1, 2022. Additionally, a copy of the Annual Report must be filed with the City of Irwindale ("City") City Clerk. The Annual Report for the Authority (Attachment 1) covers all the activities that have occurred during FY 2021-2022, including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

The Annual Report must specifically document any notice of terminations issued to domestic violence victims or terminations of Section 8 vouchers held by domestic violence victims, whether the termination notices resulted in the victim vacating the premises, and any steps the Authority may have taken to assist the victim(s). The property manager for the Irwindale Las Casitas Authority-owned property reports that no notices of terminations were issued nor were Section 8 voucher victims of domestic violence terminated.

The Annual Report must include all debt obligations issued during FY 2021-2022. The Authority did not issue any bonds or enter into any finance agreements during the fiscal year. In FY 2021-2022, the Authority entered into loan agreements with seven very low- and low-income households to assist in the purchase of homes on Ambriz Street. The loan amounts totaled \$3,268,402, which included \$1,993,591 in loans to very low-income households and \$1,274,811 in loans to low-income households.

All land transactions and development activities that occurred during the year must be listed, such as property purchases, rehabilitation, leases, land sales, operational changes, and establishment of special trust funds. The Authority did not purchase or sell any properties in FY 2021-2022.

At least 20% of all units in housing projects assisted by the Authority must be available to lower income persons. The affordability levels of the assets overseen by the Authority are in compliance - of the 149 restricted units and affordable housing covenants overseen by the Authority (25 Las Casitas rental units and 124 active restrictive covenants on single family homes), 100% are available to moderate-income or below, 67% are available to low-income or below, and 33% are available to very low-income or below.

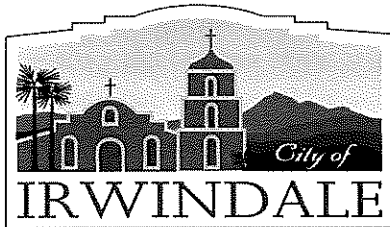
FISCAL IMPACT

An independent audit of the Irwindale Housing Successor is conducted annually and presented in the attached Irwindale Housing Successor Financial Statement Report. For the fiscal year ended June 30, 2022, the Fund Balance for the Housing Successor is \$7,259,668.

ATTACHMENTS

1. Irwindale Housing Authority Fiscal Year 2021-2022 Annual Report
2. Irwindale Housing Successor Financial Statement Report

ATTACHMENT 1



ANNUAL REPORT

IRWINDALE
HOUSING AUTHORITY

Fiscal Year 2021-22

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2021-22 Annual Report

SUMMARY

This is the Annual Report for the Irwindale Housing Authority ("Authority") required by California Health and Safety Code ("HSC") Section 34328. It describes the Authority's activities during the 2021-22 fiscal year ("FY"), including housing unit compliance with affordability requirements, activities concerning existing debt obligations, as well as land transactions and development.

An annual report must be filed with the City Clerk and sent to the California Department of Housing and Community Development ("HCD") by October 1 annually.

LEGAL AUTHORITY

Housing Authorities are distinct, autonomous, legal entities that derive their powers from State statute. It is the intent of the State legislature that housing authorities function as local entities with the primary responsibility of providing housing for very low- and low-income households. The HSC, beginning with Section 34200, provides the framework for a local housing authority through a resolution of the local governing body. In the case of the City of Irwindale ("City"), the City Council of the City of Irwindale ("City Council") resolved that the Authority should exercise its powers. The resolution adopted by the local governing body must be accompanied by a finding that either of the following is true:

- 1) Unsanitary or unsafe housing exists in the city, or
- 2) There is a shortage of safe or sanitary housing available to persons of low income.

On August 27, 1987, the City Council adopted Resolution No. 87-15-1117, confirming that the two above findings were met to establish a housing authority in accordance with the California Housing Authorities Law (HSC Section 34200, *et. seq.*).

ORGANIZATION OF THE AUTHORITY

The City Council members serve as the Board of Commissioners of the Authority, currently: Larry G. Burrola, Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia, and H. Manuel Ortiz. Julian Miranda is the Executive Director of the Authority.

The Authority conducts its regular meetings on the second and fourth Wednesday of each month at 6:30 p.m. at the Irwindale City Hall Council Chamber, located at 5050 North Irwindale Avenue, Irwindale, California, or at such other place that the Authority designates by resolution.

OBJECTIVES OF THE HOUSING AUTHORITY

For many Housing Authorities, the primary role is to interact with the U.S. Department of Housing and Urban Development ("HUD") on behalf of their communities. Authorities can own and operate housing developments, which alleviates the need to find prospective

IRWINDALE HOUSING AUTHORITY

Fiscal Year 2021-22 Annual Report

owners or operators for the units created. Additionally, the Authority can acquire and assemble land for housing developments without the need to document blighting conditions.

Per the resolution creating the Authority in 1987, the Authority's objective is "to provide for suitable, safe and sanitary housing opportunities for Irwindale residents."

The housing assets administered by the Authority include those transferred from the former Irwindale Community Redevelopment Agency ("ICRA"), including beneficial interests in loans and interests under affordability covenants. The assets formerly held by the ICRA and transferred to the Authority are described in more detail in this report.

LEGISLATIVE ACTIVITY

All redevelopment agencies in the state were dissolved on February 1, 2012, as a result of Assembly Bill ("AB") x1 26. This dramatic change resulted in the complete elimination of local property tax dollars earmarked for affordable housing on an ongoing basis; no substitute funding source was or has since been provided. Thus, housing authorities have been left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

Under ABx1 26, the assets of a former redevelopment agency are divided into two categories. Non-housing assets were transferred to newly formed successor agencies for disposition, and housing assets were transferred to selected housing successor entities. Pursuant to Resolution No. 2012-04, on January 20, 2012, the City elected to designate the Authority as the City's housing successor as allowed by law. ABx1 26, as amended by AB 1484 and Senate Bill ("SB") 107 (together, the "Dissolution Act") indicate that the transfer includes "all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the agency, excluding any amounts in the Low and Moderate Income Housing Fund." Thus, the Successor Agency to the former ICRA ("Successor Agency") effectuated the transfer of several assets held by ICRA to the Authority, pursuant to the Dissolution Act. The asset transfers were approved by the Oversight Board to the Successor Agency ("OB") on May 16, 2013 by Resolution No. OB 2013-03-009, pursuant to HSC Sections 34177 and 34181.

The asset transfers were subject to review and approval by the California Department of Finance ("DOF"), pursuant to HSC Section 34176. As part of the review process, the Authority submitted a Housing Asset Transfer Form to the DOF on August 1, 2012. The DOF issued a letter on September 5, 2012, stating that it did not object to any of the transfers. A copy of Resolution No. OB 2013-03-009 is provided as Appendix 1. A copy of the Housing Asset Transfer Form approved by the DOF is provided as Appendix 2.

Additionally, the State legislature adopted SB 341 on October 13, 2013, to clarify the functions of successor housing entities. SB 341 and subsequent bills that clarified and

IRWINDALE HOUSING AUTHORITY

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amended the language in SB 341 are codified in HSC Section 34176.1 and require successor housing entities to prepare an annual report documenting compliance with certain requirements ("Housing Successor Compliance Report" or "SB 341 Report"). Authority staff is in the process of auditing its financials and other information and will prepare its FY 2021-22 Housing Successor Compliance Report under separate cover for submission to HCD by the end of 2022. More information is contained in Appendix 3.

CONTENTS OF THE AUTHORITY'S ANNUAL REPORT

State Law establishes three main components to an annual report from a Housing Authority. Accordingly, this Annual Report has been developed to:

- Provide a complete report of activities during FY 2021-22, including any bond issuances, loans, or finance agreements into which the Authority entered;
- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income in projects assisted by the Authority with bonds, and document established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Voucher Program (formerly Section 8) vouchers of domestic violence victims as required by HSC Section 34328.1.

In addition, per HSC Section 34328.1, an Authority's filing of their annual report may include "recommendations for needed legislation to carry on properly a program of housing and community development in this state." Recommendations are included at the end of this report.

HOUSING AUTHORITY DEBT OBLIGATIONS

Pursuant to HSC Sections 34328 and 34328.1, the Authority must provide a complete report of its activities during the prior fiscal year, which includes bonds, financing agreements, and loans for multi-family rental housing projects.

Bonds

The Authority did not issue any bonds during FY 2021-22.

Financing Agreements

The Authority did not enter into any financing agreements during FY 2021-22.

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Loans

In FY 2021-22, from August 27, 2021 to August 31, 2021, the Authority entered into loan agreements with seven very low- and low-income households to assist in the purchase of homes on Ambriz Street. The loan amounts totaled \$3,268,402, which included \$1,993,591 in loans to very low-income households and \$1,274,811 in loans to low-income households. These loans are related to the Disposition and Development Agreement (“DDA”) and four associated addendums for the Mayans Project, an affordable housing project. The original DDA for the project was entered into by and between the Authority and IMD Enterprises on December 18, 2013, for the rehabilitation of 2 single-family homes and the construction of 16 new single-family homes. The first addendum to the DDA, dated October 14, 2015 (“First DDA Addendum”), added three single-family homes to the Mayans Project, which includes one newly constructed home and two rehabilitated homes. The second addendum to the DDA, dated April 11, 2018 (“Second DDA Addendum”), added one parcel to the project for the construction and rehabilitation of two additional homes. The third addendum to the DDA, dated July 11, 2018 (“Third DDA Addendum”), documented the approval of two change orders necessitated due to unforeseen circumstances. The fourth addendum to the DDA, dated September 12, 2018 (“Fourth DDA Addendum”), added three properties to the project for the construction of 11 new homes.

Furthermore, when the Authority became the housing successor to the former ICRA, 111 loans issued to single-family homeowners by the former ICRA were transferred to the Authority. The 111 loans included 42 home subsidy loans and 69 home improvement loans. The loan transfers were approved by the DOF as part of the Housing Asset Transfer Form and are listed in Exhibit D of Appendix 2. As of August 1, 2012, when the Housing Asset List was submitted to the DOF, the outstanding loan balance was \$13,172,034.90. Of the 111 loans, the latest repayment date is November 18, 2055. As of June 30, 2022, 16 loans have been paid off or forgiven since they were transferred in 2012, leaving 95 outstanding.

Any future financing for the acquisition, construction, rehabilitation, or development of housing through the issuance of bonds, construction loans, mortgage loans, and/or financing agreements will be documented and provided in future Annual Reports.

LAND TRANSACTIONS AND DEVELOPMENT

HSC Section 34312.3 requires the Annual Report to include a discussion of all prior year activities of the Authority related to the development or transaction of land for the purposes of increasing the supply of affordable housing for low- and moderate-income households. Specific activities consist of the development, rehabilitation, or financing of housing projects assisted by the Authority, conveyance of surplus lands to a developer, or the establishment of a special trust fund or account to fund housing activities.

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IMD Enterprises, LLC “Mayans Project”

The Authority has been implementing the DDA with IMD Enterprises, LLC since the original DDA was executed on December 18, 2013 (the DDA is described in further detail in the preceding “Housing Authority Debt Obligations” section of this report). Pursuant to the DDA and the addendums, the Authority has sold several properties to IMD Enterprises, and IMD Enterprises has been rehabilitating and constructing units to be sold to extremely low- to moderate-income households. The Authority provides loans to the homebuyers with covenants restricting affordability at the properties for 45 years.

In total, as of the end of the FY 2021-22, 34 units in the Mayans Project have been constructed or rehabilitated and subsequently sold to qualifying households. As was previously mentioned, the seven loans for which the Authority entered into agreements in FY 2021-22 were provided to seven very low- and low-income households purchasing homes in the Mayans Project.

Other Projects

HSC Sections 33334.16 and 34176.1(e) require housing successor agencies to initiate activities to develop affordable housing on undeveloped property transferred from the former redevelopment agency within five years from the date that the DOF approved the transfer of the housing assets. Housing successors that are out of compliance with this requirement must sell the undeveloped properties and deposit the sales proceeds in the housing successor’s Low and Moderate Income Housing Asset Fund (“LMIHAF”) to fund other affordable housing activities. The HSC allows for one five-year extension of the original five-year deadline.

In the Authority’s case, the original five-year deadline was September 5, 2017. As of that date, the Authority owned three undeveloped properties that were transferred from the former redevelopment agency, all of which were proposed to be sold to Panattoni Development Company, Inc. (“Panattoni”). In August 2013, the Authority entered into a DDA with Panattoni (which was amended in June 2015 and again in May 2018) with the intent of selling the three Authority-owned properties (16203, 16223, and 16233 Arrow Highway) to Panattoni. Because the Arrow Highway properties were subject to a DDA between the Authority and Panattoni as of September 5, 2017, the Authority was in compliance with the five-year deadline. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5, 2022. The Authority completed the sale of the Arrow Highway properties to Panattoni on April 3, 2020 for \$4,150,000. The sales proceeds were designated for affordable housing. Thus, the Authority complied with the property disposition deadline.

The Authority did not purchase or sell any property in FY 2021-22.

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Any future developments or land transactions will be documented and reported in subsequent Annual Reports.

HOUSING UNIT COMPLIANCE

As set forth by HSC Sections 34328 and 34328.1, housing authorities are required to:

- Show compliance with requirements of HSC Section 34312.3, such as the minimum amount of housing units affordable to lower income persons in projects assisted by the Authority, and established base rents and/or maximum rental payments for lower income households; and
- Document any termination of tenancies or Housing Choice Vouchers of victims of domestic violence as required by HSC Section 34328.1.

The following subsections provide a summary of the Authority's progress toward the requirements listed above.

Housing Affordability Requirement

Assets transferred from the ICRA to the Authority are subject to both California Community Redevelopment Law ("CRL"), codified in HSC Section 33000 *et. seq.*, and Housing Authorities Law ("HAL"), codified in HSC Section 34200 *et. seq.* The CRL and HAL have different requirements relating to housing production, expenditure limitations, adjustments for family size, affordability restriction durations, and other regulatory requirements.

Pursuant to the CRL, at least 15% of all newly constructed or substantially rehabilitated units must be affordable to very low- to moderate-income households (HSC Section 33413). Pursuant to the HAL, at least 20% of the units in housing projects assisted by the Authority, or 15% in targeted areas, must be affordable to persons of low income (HSC Section 34312.3(c)). If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income.

As summarized in Table 1 on the following page, the affordability levels of the 25 Las Casitas units and the 124 active restrictive covenants comply with both the CRL and the HAL. Although the HAL discourages housing authorities from assisting moderate-income households, Authority properties with moderate-income units fulfill the requirements of the CRL. Any future development will satisfy both CRL and HAL requirements as necessary.

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Affordability Levels

Irwindale Housing Authority

Asset	Units by Income Level									
	#	%	#	%	#	%	#	%	#	%
Las Casitas Senior Apartment Complex	9	36%	6	24%	5	20%	5	20%	25	100%
Restrictive Covenants	4	3%	28	24%	43	37%	42	36%	117	100%
Total	13	9%	34	24%	48	34%	47	33%	142	100%
<i>Total Moderate Income or Below</i>										100%
<i>Total Low Income or Below</i>										67%
<i>Total Very Low Income or Below</i>										33%

The Authority assumed one multi-family property assisted by the former ICRA, the Las Casitas Senior Apartment Complex ("Las Casitas") located at 5164 Ayon Avenue. It includes 25 affordable units and 1 manager unit. In addition, the Authority assumed 104 restrictive covenants on single-family homes from the former ICRA, 21 of which were occupied by senior households. The covenants are listed in Exhibit A of Appendix 2. Since the covenants were transferred in 2012, 16 have expired, resulting in 88 remaining.

Since FY 2015-16, the Authority has established 35 new covenants. Of the 35 covenants, 34 are related to loans issued to buyers of Mayans Project units. The Authority established three covenants in FY 2015-16, one covenant in FY 2016-17, 14 covenants in FY 2017-18, three covenants in FY 2018-19, six covenants in FY 2019-20, and one covenant in FY 2020-21. Additionally, as detailed in the "Land Transactions and Development" section above, seven covenants were established in FY 2021-22 for homes on Ambriz Street.

Base & Maximum Rents

HSC Section 34312 states that a housing authority may "prepare, carry out, acquire, lease, and operate housing projects for persons of low income." As part of this authority, HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that can be charged for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low- and low-income households shall not exceed the amounts established by HCD. Appendix 4 details the maximum rental payments that the Authority can charge for lower income households.

Table 2 below shows the rents charged at Las Casitas, the sole affordable housing rental project overseen by the Authority.

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Rental Rates

Table 2

Irwindale Housing Authority

Property	Income Level of Units ¹	Unit Size	Household Size	# of Units	Co. Max. Rent ²	Tenant-Paid Rent Range ³
Las Casitas	Extremely Low	1-bed	1	7	\$547	\$174-\$408
	Extremely Low	1-bed	2	2	\$547	\$360-\$862
	Very Low	1-bed	1	5	\$911	\$358-\$671
	Very Low	1-bed	2	0	\$911	N/A
	Low	1-bed	1	4	\$1,906	\$272-689
	Low	1-bed	2	1	\$1,906	\$576
	Moderate	1-bed	1	5	\$2,186	\$223-\$390
	Moderate	1-bed	2	0	\$2,186	N/A

¹ Source: Disposition and Development Agreement dated March 23, 2011

² County-wide maximum allowable rent before deducting the utility allowance pursuant to HSC Section 50053.

³ Aggregated by rental range to protect privacy. Monthly rent includes the utility allowance and does not include Authority subsidies. These rental amounts were current as of December 2021 (certified in December 2021). The units described above exclude one unit for an on-site manager and one vacant very low-income unit.

Termination of Domestic Violence Tenancies and Housing Choice Vouchers

State law requires that a housing authority annually disclose data related to domestic violence incidents in units owned or operated by the housing authority. Specifically, the data must include:

- Data on termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence in housing authority units; and
- Summary of steps taken by the housing authority to address any termination of tenancies and/or Housing Choice Vouchers of victims of domestic violence.

In FY 2021-22, the Authority did not terminate any tenants who are victims of domestic violence. The Housing Authority does not currently administer Housing Choice Vouchers, so the requirements regarding Housing Choice Vouchers are not applicable.

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FINANCIAL STATEMENT/BUDGET

Table 3 on the following page presents a summary of the Authority's FY 2021-22 projected versus actual revenues and expenditures by category. Actual revenues were slightly more than expected, and expenditures were nearly \$3.2 million less than budgeted. Note that these figures are tentative and pending year-end accounting.

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Statement of Revenue & Expenditures¹**Table 3**

	Projected 2021-22	Actual 2021-22
REVENUE		
Interest Income	25,000	15,872
Interest from Loan	-	52,284
Loan Repayments	-	1,275
Total Revenues	\$ 25,000	\$ 69,431
EXPENSES		
Contract Services:		
Agency/Authority Meeting Stipend Reimbursement	\$ 6,180	\$ 5,326
Mileage Reimbursement	100	-
Memberships & Subscriptions	10,000	10,090
Public Notices	-	-
Housing/Rental Subsidy	72,660	71,967
First Time Homebuyers Program	5,278,415	2,887,851
FTHB Program - Bond Proceeds	2,006,291	1,274,811
FTHB Program - Additional Contract	-	-
Operating Supplies	610	603
Postage	200	178
Contractual Svcs-Single Fam Hg	90,702	25,799
Legal Services	114,685	147,900
Outside Legal Counsel	85,000	-
Audit Services	4,780	4,774
Admin/Personnel Reimbursement	128,200	139,684
Property Tax/Parcel Levy	9,520	9,561
Escrow & Appraisal Fees	-	-
Property Maintenance Costs	-	-
Loss on Sale of Property	-	-
Total Expenses	\$7,807,344	\$4,578,545

¹ Adjustments may be made as year-end accounting is finalized.

Source: City of Irwindale Finance Department

LEGISLATIVE RECOMMENDATION

As discussed earlier in this report, the Legislature abolished all redevelopment agencies in the state, effective February 1, 2012. The elimination of redevelopment agencies in the manner prescribed by the Legislature means that there is no longer a regular source of local property tax dollars earmarked for affordable housing on an ongoing basis; in addition, no substitute funding source has been provided. It is recommended that the Legislature immediately relieve cities from requirements associated with the production of affordable housing given the expression of legislative priorities that has removed funding for affordable housing from local government.

Additionally, it is recommended that the Legislature provide a regular funding source for the monitoring, implementation and administration of affordable housing at the city level. Historically, the implementation of affordable housing as well as monitoring is a labor-intensive matter; simply put, such operations do not pay for themselves. In addition to removing housing set-aside dollars from the equation, the elimination of redevelopment agencies obviously has had severe impacts upon cities, which impacts promise to be felt for decades. Accordingly, the Legislature should refrain from adding requirements for additional reporting where this would amount to an unfunded mandate.

If the Legislature intends that cities maintain existing affordable housing resources, we recommend that the Legislature enact a measure which would treat ongoing administration and maintenance of existing affordable housing units and additional affordable housing units as an enforceable obligation for purposes of ABx1 26 and AB 1484.

APPENDIX 1: OVERSIGHT BOARD RESOLUTION NO. 2013-03-009

The Oversight Board to the Successor Agency approved Resolution No. OB 2013-03-009 on May 16, 2013, which effectuated the transfer of several assets from the former ICRA to the Authority, pursuant to HSC Sections 34177 and 34181. The resolution is attached on the following pages.

OVERSIGHT BOARD RESOLUTION NO. OB 2013-03-009

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE HOUSING ASSET TRANSFER LIST PREPARED AND SUBMITTED TO, AND APPROVED BY, THE CALIFORNIA DEPARTMENT OF FINANCE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176(a)(2), INCLUDING THE TRANSFER OF INDIVIDUAL HOUSING ASSETS CONTAINED THEREIN BY THE SUCCESSOR AGENCY TO THE IRWINDALE HOUSING AUTHORITY"

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-09-2548 electing not to retain the housing functions and assets of the former Irwindale Community Redevelopment Agency ("ICRA") and instead selecting the Irwindale Housing Authority ("Housing Authority") to perform the housing functions of the ICRA, and transferring all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the ICRA to the Housing Authority; and

WHEREAS, pursuant to ABX1 26, an oversight board must be formed for each jurisdiction where a redevelopment agency previously existed to oversee the dissolution activities managed and administered by the Successor Agency to the ICRA ("Successor Agency"); and

WHEREAS, on June 21, 2012, the Oversight Board to the Successor Agency ("Oversight Board") received and filed a report from the Successor Agency on the transfer of housing assets by the Successor Agency to the Housing Authority, including specified real property assets; and

WHEREAS, Assembly Bill 1484 ("AB 1484") (Chapter 26, Statutes of 2012) was enacted on June 27, 2012 and made substantial changes to the redevelopment wind-down process under ABX1 26; and

WHEREAS, AB 1484 amended Section 34176 of the California Health and Safety Code ("HSC") and HSC Section 34176(a)(2) established new definitions for what qualifies as a "housing asset" and required the Successor Agency to submit to the California Department of Finance ("DOF") a housing asset transfer list ("HAT") by August 1, 2012 listing all housing assets that contains an explanation of how the assets meet the criteria specified in subdivision (e)," including "assets transferred between February 1, 2012, and the date upon which the list is created" (Exhibit "A"); and

WHEREAS, after a comprehensive review of the HAT, DOF issued a letter on September 5, 2012 approving the HAT and the individually listed housing without exception (Exhibit "B"); and

WHEREAS, while ABX1 26 and AB 1484 did not expressly require the HAT to be approved by the Oversight Board, out of an abundance of caution related to potential issues with title, the Oversight Board desires to establish a clear record of approval of the HAT.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of Housing Asset Transfer List and Transfer of Individual Housing Assets. The Oversight Board hereby approves the Housing Asset Transfer list attached hereto as Exhibit "A" and the transfer of the individual housing assets contained therein by the Successor Agency to the Low and Moderate Income Housing Asset Fund of the Housing Authority.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 16th day of May, 2013, by the following vote:

AYES: Boardmembers: Frick, Hsi, Martinez, Vice Chair Diaz

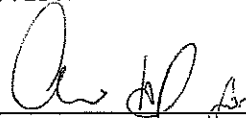
NOES: Boardmembers: None

ABSTAIN: Boardmembers: Corpis

ABSENT: Boardmembers: Chair Scroggins

Camille Diaz, Vice-Chair

ATTEST:



Laura Nieto, Secretary

APPENDIX 2: HOUSING ASSET LIST

The Housing Asset List, attached on the following pages, shows assets transferred from the former ICRA to the Authority. All transfers were approved by the DOF on September 5, 2012, pursuant to HSC Section 34176.

DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency: Irwindale Community Redevelopment Agency

Successor Agency to the Former
Redevelopment Agency: City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency

Entity Assuming the Housing Functions
of the former Redevelopment Agency: Irwindale Housing Authority

Entity Assuming the Housing Functions
Contact Name: Theresa Olivares Title Housing Coordinator Phone (626) 430-2294 E-Mail Address theresao@ci.irwindale.ca.us

Entity Assuming the Housing Functions
Contact Name: Eva Contreras Title Finance Manager Phone (626) 430-2221 E-Mail Address econtreras@ci.irwindale.ca.us

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property
Exhibit B - Personal Property
Exhibit C - Low-Mod Encumbrances
Exhibit D - Loans/Grants Receivables
Exhibit E - Rents/Operations
Exhibit F - Rents
Exhibit G - Deferrals

X
X
X
X

Prepared By: Eva Contreras

Date Prepared: 8/1/2012

Exhibit A - Real Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset	Legal/Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low/mod housing	Is the property encumbered by a low/mod housing covenant?	Source of low/mod housing covenant	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low/Mod Housing Fund monies	Construction or acquisition cost funded with other RDA funds	Construction or acquisition cost funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, assessment, etc.)
1	Land held for development of Low-Mod Housing	Olive Pit (APN 8415-001-906)	3,819,547.00	8,319,959	n/a	No	No	2/1/2012	3,819,547.00	N/A	N/A	08/19/2004	Own & purchased with L/Mod
2	Land held for development of Low-Mod Housing	15848 Juarez Street (APN 8417-028-907)	269,227.48	9,718	9,718	No	No	2/1/2012	269,227.48	N/A	N/A	09/03/2009	Own & purchased with L/Mod
3	Land held for development of Low-Mod Housing	16046 Popperree Lane (APN 8417-033-955)	325,494.00	6,656	6,656	No	No	2/1/2012	325,494.00	N/A	N/A	07/23/2010	Own & purchased with L/Mod
4	Land held for development of Low-Mod Housing	4618 Nora Avenue (8417-002-007)	310,000.00	20,400	20,400	No	No	2/1/2012	310,000.00	N/A	N/A	01/27/2012	Own & purchased with L/Mod
5	Land held for development of Low-Mod Housing	16203-16233 Arrow Highway (APNs 8619-010-907, 8619-012-905, 8619-012-909)	9,270,000.00	272,964	n/a	No	No	2/1/2012	9,270,000.00	N/A	N/A	01/09/2008	Own & purchased with L/Mod
6	Restrictive Covenant	15844 Hidalgo Street	Unknown	9,183	9,183	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	08/08/2003	Option to Purchase
7	Restrictive Covenant	16056 Central Street	Unknown	5,000 - 9,000	5000 - 9,000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	12/23/2005	Option to Purchase
8	Restrictive Covenant	4820 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	358,600.00	N/A	N/A	12/23/2005	Option to Purchase
9	Restrictive Covenant	4819 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	166,600.00	N/A	N/A	12/23/2005	Option to Purchase
10	Restrictive Covenant	4823 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	12/28/2005	Option to Purchase
11	Restrictive Covenant	4642 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	327,250.00	N/A	N/A	12/28/2005	Option to Purchase
12	Restrictive Covenant	4821 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,842.82	N/A	N/A	12/23/2005	Option to Purchase
13	Restrictive Covenant	4842 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	368,600.00	N/A	N/A	11/18/2010	Option to Purchase
14	Restrictive Covenant	4851 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	310,600.00	N/A	N/A	1/3/2006	Option to Purchase
15	Restrictive Covenant	4817 Baca Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	168,600.00	N/A	N/A	1/3/2006	Option to Purchase
16	Restrictive Covenant	5139 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
17	Restrictive Covenant	5219 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/22/2006	Option to Purchase
18	Restrictive Covenant	5151 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/26/2006	Option to Purchase
19	Restrictive Covenant	5143 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	12/29/2006	Option to Purchase
20	Restrictive Covenant	2417 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/3/2007	Option to Purchase
21	Restrictive Covenant	2425 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
22	Restrictive Covenant	15854 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	12/29/2006	Option to Purchase
23	Restrictive Covenant	4642 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	12/29/2006	Option to Purchase

Item #	Type of Asset & Restrictive Covenant	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for housing	Is the property encumbered by a Restrictive Covenant?	Source of low-cost housing covenant	Date of transfer to Housing Successor Agency	Contribution or cost funded with Low-Mid Housing Fund monies	Contribution or acquisition costs funded with other RDA funds	Contribution or acquisition costs funded by the former RDA	Date of construction or acquisition	Interest in real property (option to purchase, easement, etc.)
24	Restrictive Covenant	2421 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/3/2007	Option to Purchase
25	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
26	Restrictive Covenant	2437 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/9/2007	Option to Purchase
27	Restrictive Covenant	16950 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/9/2007	Option to Purchase
28	Restrictive Covenant	728 Meridian Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/2/2007	Option to Purchase
29	Restrictive Covenant	2445 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
30	Restrictive Covenant	2473 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
31	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/2007	Option to Purchase
32	Restrictive Covenant	2477 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/4/2007	Option to Purchase
33	Restrictive Covenant	2465 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	363,000.00	N/A	N/A	1/5/2007	Option to Purchase
34	Restrictive Covenant	2409 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/5/2007	Option to Purchase
35	Restrictive Covenant	2405 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	169,000.00	N/A	N/A	1/9/2007	Option to Purchase
36	Restrictive Covenant	2413 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/3/2007	Option to Purchase
37	Restrictive Covenant	2461 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
38	Restrictive Covenant	4638 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	1/2/2007	Option to Purchase
39	Restrictive Covenant	15185 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/5/2007	Option to Purchase
40	Restrictive Covenant	2430 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/2/4/2007	Option to Purchase
41	Restrictive Covenant	2474 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	1/31/2007	Option to Purchase
42	Restrictive Covenant	2410 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/26/2007	Option to Purchase
43	Restrictive Covenant	2402 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/5/2007	Option to Purchase
44	Restrictive Covenant	2470 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	157,000.00	N/A	N/A	1/31/2007	Option to Purchase
45	Restrictive Covenant	2442 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	1/31/2007	Option to Purchase
46	Restrictive Covenant	4658 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	337,000.00	N/A	N/A	2/8/2007	Option to Purchase
47	Restrictive Covenant	2401 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	291,000.00	N/A	N/A	2/26/2007	Option to Purchase

Item #	Type of Asset	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
48	Restrictive Covenant	2434 Alice Rodriguez Cir.	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	313,000.00	N/A	N/A	2/28/2007	Option to Purchase
49	Restrictive Covenant	2424 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,628.00	N/A	N/A	9/22/2003	Option to Purchase
50	Restrictive Covenant	15828 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.50	N/A	N/A	4/14/2004	Option to Purchase
51	Restrictive Covenant	2125 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,571.90	N/A	N/A	2/5/2004	Option to Purchase
52	Restrictive Covenant	15830 Hidalgo Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	8/30/2004	Option to Purchase
53	Restrictive Covenant	16075 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	50,000.00	N/A	N/A	4/16/2004	Option to Purchase
54	Restrictive Covenant	2141 Park Rose Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	98,288.95	N/A	N/A	4/16/2004	Option to Purchase
55	Restrictive Covenant	2440 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,725.95	N/A	N/A	4/16/2004	Option to Purchase
56	Restrictive Covenant	4608 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,941.90	N/A	N/A	5/14/2004	Option to Purchase
57	Restrictive Covenant	15823 Juarez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,435.95	N/A	N/A	6/30/2004	Option to Purchase
58	Restrictive Covenant	16133 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,619.85	N/A	N/A	6/30/2004	Option to Purchase
59	Restrictive Covenant	2415 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,965.95	N/A	N/A	9/30/2004	Option to Purchase
60	Restrictive Covenant	16164 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	10/4/2004	Option to Purchase
61	Restrictive Covenant	16134 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,878.90	N/A	N/A	9/30/2004	Option to Purchase
62	Restrictive Covenant	16134 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,295.95	N/A	N/A	11/24/2004	Option to Purchase
63	Restrictive Covenant	16135 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,876.90	N/A	N/A	9/30/2004	Option to Purchase
64	Restrictive Covenant	16169 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,816.90	N/A	N/A	10/4/2004	Option to Purchase
65	Restrictive Covenant	16148 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,999.95	N/A	N/A	9/30/2004	Option to Purchase
66	Restrictive Covenant	2439 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,996.90	N/A	N/A	12/14/2004	Option to Purchase
67	Restrictive Covenant	16144 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,970.95	N/A	N/A	4/29/2005	Option to Purchase
68	Restrictive Covenant	737 Shrode Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,995.90	N/A	N/A	12/14/2004	Option to Purchase
69	Restrictive Covenant	16024 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	4/29/2005	Option to Purchase
70	Restrictive Covenant	2401 Ruela Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,990.95	N/A	N/A	12/14/2004	Option to Purchase
71	Restrictive Covenant	4611 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,834.95	N/A	N/A	12/23/2004	Option to Purchase

Item #	Type of Asset	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant, if	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
72	Restrictive Covenant	4617 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,661.90	N/A	N/A	12/14/2004	Option to Purchase
73	Restrictive Covenant	5113 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	96,011.60	N/A	N/A	12/14/2004	Option to Purchase
74	Restrictive Covenant	2412 Citrus View	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	49,956.90	N/A	N/A	9/20/2006	Option to Purchase
75	Restrictive Covenant	16081 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	9/20/2005	Option to Purchase
76	Restrictive Covenant	5105 Allen Drive	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,904.90	N/A	N/A	8/16/2006	Option to Purchase
77	Restrictive Covenant	4653 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,754.90	N/A	N/A	9/12/2006	Option to Purchase
78	Restrictive Covenant	16185 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,801.90	N/A	N/A	5/3/2005	Option to Purchase
79	Restrictive Covenant	16145 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,502.23	N/A	N/A	9/16/2004	Option to Purchase
80	Restrictive Covenant	16044 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/10/2006	Option to Purchase
81	Restrictive Covenant	16051 Olive Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,176.90	N/A	N/A	7/10/2006	Option to Purchase
82	Restrictive Covenant	16050 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	101,587.95	N/A	N/A	7/10/06	Option to Purchase
83	Restrictive Covenant	4636 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	100,000.00	N/A	N/A	12/1/2004	Option to Purchase
84	Restrictive Covenant	16047 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,867.95	N/A	N/A	1/11/2005	Option to Purchase
85	Restrictive Covenant	16140 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	4/12/2005	Option to Purchase
86	Restrictive Covenant	16124 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,968.95	N/A	N/A	5/1/2007	Option to Purchase
87	Restrictive Covenant	16161 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	99,955.90	N/A	N/A	11/8/2006	Option to Purchase
88	Restrictive Covenant	16038 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,913.40	N/A	N/A	10/6/2006	Option to Purchase
89	Restrictive Covenant	4611 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	117,556.52	N/A	N/A	10/5/2008	Option to Purchase
90	Restrictive Covenant	4647 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	128,346.90	N/A	N/A	7/10/2008	Option to Purchase
91	Restrictive Covenant	16055 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,524.90	N/A	N/A	3/30/2005	Option to Purchase
92	Restrictive Covenant	4612 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,255.95	N/A	N/A	8/11/2005	Option to Purchase
93	Restrictive Covenant	4825 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	7/6/2006	Option to Purchase
94	Restrictive Covenant	16160 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	129,018.48	N/A	N/A	1/8/2007	Option to Purchase
95	Restrictive Covenant	16128 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	5/1/2007	Option to Purchase

Item #	Type of Asset ^{a/}	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant ^{b/}	Date of transfer to Housing Successor Agency	Construction or acquisition cost funded with Low-Med Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
96	Restrictive Covenant	4570 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	4/26/2007	Option to Purchase
97	Restrictive Covenant	16066 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	57,998.95	N/A	N/A	4/26/2007	Option to Purchase
98	Restrictive Covenant	16108 Central Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	5/1/2007	Option to Purchase
99	Restrictive Covenant	4622 Nora Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,990.95	N/A	N/A	7/31/2007	Option to Purchase
100	Restrictive Covenant	5247 Morada Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	10/30/2006	Option to Purchase
101	Restrictive Covenant	4816 Sabre Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	59,833.50	N/A	N/A	11/28/2006	Option to Purchase
102	Restrictive Covenant	16071 Calle del Norte	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	127,456.95	N/A	N/A	9/7/2006	Option to Purchase
103	Restrictive Covenant	16027 Martinez Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,941.95	N/A	N/A	7/12/2006	Option to Purchase
104	Restrictive Covenant	4635 Fraijo Avenue	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,343.95	N/A	N/A	4/3/2007	Option to Purchase
105	Restrictive Covenant	16147 Progress Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	9/13/2007	Option to Purchase
106	Restrictive Covenant	4841 Calle del Sur	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	134,910.00	N/A	N/A	12/18/2007	Option to Purchase
107	Restrictive Covenant	16036 Peppertree Lane	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	60,000.00	N/A	N/A	7/9/2009	Option to Purchase
108	Restrictive Covenant	16126 Calle de Paseo	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	52,903.19	N/A	N/A	8/9/2009	Option to Purchase
109	Restrictive Covenant	2446 Ruelas Street	Unknown	5,000 - 9,000	5000 - 9000	Yes	CRL	2/1/2012	135,000.00	N/A	N/A	11/3/2009	Option to Purchase

^{a/} Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, etc.

^{b/} May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirement.

Exhibit B - Personal Property

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
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a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds: a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant: b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	Senior Low/Mod Rental Apartments	3/23/2011	The Northridge Group Inc.	1,334,000	Yes	California Redevelopment Law	Irwindale Housing Authority	\$1,987,000	N/A	N/A	11/14/2011
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a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
1	Loan	168,600.00	12/23/2005	For personal information about loan recipients, contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050 (b)	3.00%	118,020.00
2	Loan	358,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050 (b)	3.00%	251,020.00
3	Loan	168,600.00	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050 (b)	3.00%	118,020.00
4	Loan	310,600.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050 (b)	3.00%	217,420.00
5	Loan	327,250.00	12/28/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/28/2050 (b)	3.00%	229,075.00
6	Loan	313,842.82	12/23/2005	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/23/2050 (b)	3.00%	222,409.38
7	Loan	358,600.00	11/18/2010	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	11/18/2055 (b)	3.00%	251,020.00
8	Loan	310,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051 (b)	3.00%	217,420.00
9	Loan	168,600.00	1/3/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2051 (b)	3.00%	118,020.00
10	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051 (b)	3.00%	126,750.00
11	Loan	169,000.00	12/22/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/22/2051 (b)	3.00%	126,750.00
12	Loan	313,000.00	12/26/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/26/2051 (b)	3.00%	234,750.00
13	Loan	169,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051 (b)	3.00%	126,750.00
14	Loan	313,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052 (b)	3.00%	234,750.00
15	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051 (b)	3.00%	234,750.00
16	Loan	313,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051 (b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
17	Loan	291,000.00	12/29/2006	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	12/29/2051	(b)	3.00%	218,250.00
18	Loan	363,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	272,250.00
19	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
20	Loan	363,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	272,250.00
21	Loan	313,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	234,750.00
22	Loan	363,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	272,250.00
23	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
24	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
25	Loan	157,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	117,750.00
26	Loan	291,000.00	1/4/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/4/2052	(b)	3.00%	218,250.00
27	Loan	363,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	272,250.00
28	Loan	291,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	218,250.00
29	Loan	169,000.00	1/9/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/9/2052	(b)	3.00%	126,750.00
30	Loan	337,000.00	1/3/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/3/2052	(b)	3.00%	252,750.00
31	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00
32	Loan	291,000.00	1/2/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/2/2052	(b)	3.00%	218,250.00
33	Loan	313,000.00	1/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/5/2052	(b)	3.00%	234,750.00

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
34	Loan	157,000.00	1/24/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/24/2052	(b)	3.00%	117,750.00
35	Loan	313,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	234,750.00
36	Loan	337,000.00	1/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/26/2052	(b)	3.00%	252,750.00
37	Loan	291,000.00	2/5/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/5/2052	(b)	3.00%	218,250.00
38	Loan	157,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	117,750.00
39	Loan	337,000.00	1/31/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	1/31/2052	(b)	3.00%	252,750.00
40	Loan	337,000.00	2/6/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/6/2052	(b)	3.00%	269,600.00
41	Loan	291,000.00	2/26/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/26/2052	(b)	3.00%	232,800.00
42	Loan	313,000.00	2/28/2007	Contact Successor Agency staff	Subsidy Home Loans	Agreement, Deed of Trust, & Promissory Note	2/28/2052	(b)	3.00%	250,400.00
43	Loan	25,000.00	5/31/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
44	Loan	25,000.00	9/21/1995	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,000.00
45	Loan	25,960.00	2/12/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	25,960.00
46	Loan	7,576.00	2/13/1997	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	7,576.00
47	Loan	4,440.00	6/11/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	4,440.00
48	Loan	15,990.00	6/22/1998	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	15,990.00
49	Loan	42,545.00	7/13/1999	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	Upon transfer of Property	(a)	0.00%	42,545.00
50	Loan	99,628.00	9/22/2003	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/22/2048	(b)	3.00%	64,758.20

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
51	Loan	99,999.50	4/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/14/2049	(b)	3.00%	59,999.70
52	Loan	49,571.90	2/5/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	2/5/2014	(b)	2.00%	9,914.38
53	Loan	35,000.00	4/11/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/11/2014	(b)	6.00%	10,000.00
54	Loan	100,000.00	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	60,000.00
55	Loan	50,000.00	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2014	(b)	2.00%	10,000.00
56	Loan	98,288.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	58,973.37
57	Loan	99,725.95	4/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/16/2049	(b)	3.00%	59,835.57
58	Loan	99,941.90	5/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/14/2049	(b)	3.00%	64,962.24
59	Loan	99,435.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,633.37
60	Loan	99,619.95	6/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	6/30/2049	(b)	3.00%	64,752.97
61	Loan	99,965.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,977.87
62	Loan	99,995.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,997.34
63	Loan	99,876.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,919.99
64	Loan	99,295.95	11/24/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/24/2049	(b)	3.00%	64,542.37
65	Loan	99,976.90	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,984.99
66	Loan	99,816.90	10/4/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/4/2049	(b)	3.00%	64,880.99
67	Loan	99,999.95	9/30/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/30/2049	(b)	3.00%	64,999.97

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
68	Loan	49,996.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,498.92
69	Loan	99,970.95	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	64,981.12
70	Loan	99,995.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,997.34
71	Loan	100,000.00	4/29/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/29/2050	(b)	3.00%	65,000.00
72	Loan	49,990.95	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2014	(b)	2.00%	17,496.83
73	Loan	99,634.95	12/23/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/23/2049	(b)	3.00%	64,762.72
74	Loan	99,661.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,780.24
75	Loan	99,011.90	12/14/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/14/2049	(b)	3.00%	64,357.74
76	Loan	49,956.90	9/20/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2016	(b)	2.00%	17,484.92
77	Loan	100,000.00	9/20/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/20/2050	(b)	3.00%	70,000.00
78	Loan	99,904.90	8/16/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/16/2051	(b)	3.00%	69,933.43
79	Loan	99,754.90	9/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/12/2051	(b)	3.00%	74,816.18
80	Loan	99,801.90	5/3/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/3/2050	(b)	3.00%	74,851.43
81	Loan	100,502.23	9/16/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/16/2049	(b)	3.00%	75,376.67
82	Loan	135,000.00	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	101,250.00
83	Loan	59,176.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2016	(b)	2.00%	29,588.45
84	Loan	101,587.95	7/10/06	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	76,190.96

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
85	Loan	100,000.00	12/1/2004	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/1/2049	(b)	3.00%	70,000.00
86	Loan	99,867.95	1/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/11/2050	(b)	3.00%	74,900.96
87	Loan	60,000.00	4/12/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/12/2015	(b)	2.00%	30,000.00
88	Loan	134,668.95	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,001.71
89	Loan	99,955.90	11/8/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/8/2051	(b)	3.00%	74,966.93
90	Loan	59,913.40	10/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/6/2016	(b)	2.00%	29,956.70
91	Loan	117,656.52	10/5/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/5/2051	(b)	3.00%	88,242.39
92	Loan	128,346.90	7/10/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/10/2051	(b)	3.00%	96,260.18
93	Loan	59,524.90	3/30/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	3/30/2015	(b)	2.00%	35,714.94
94	Loan	129,255.95	8/11/2005	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/11/2050	(b)	3.00%	96,941.96
95	Loan	135,000.00	7/6/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/6/2051	(b)	3.00%	101,250.00
96	Loan	129,018.46	1/8/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	1/8/2052	(b)	3.00%	96,763.85
97	Loan	135,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2052	(b)	3.00%	101,250.00
98	Loan	135,000.00	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2052	(b)	3.00%	101,250.00
99	Loan	57,698.95	4/26/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/26/2017	(b)	2.00%	43,274.21
100	Loan	60,000.00	5/1/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	5/1/2017	(b)	2.00%	30,000.00
101	Loan	134,990.95	7/31/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/31/2052	(b)	3.00%	101,243.21

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan		Interest rate of loan	Current outstanding loan balance
102	Loan	135,000.00	10/30/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	10/30/2051	(b)	3.00%	101,250.00
103	Loan	59,833.50	11/28/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/28/2051	(b)	2.00%	29,916.75
104	Loan	127,466.95	9/7/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/7/2051	(b)	3.00%	101,973.56
105	Loan	134,941.95	7/12/2006	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/12/2051	(b)	3.00%	107,953.56
106	Loan	134,343.95	4/3/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	4/3/2052	(b)	3.00%	114,192.36
107	Loan	135,000.00	9/13/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	9/13/2052	(b)	3.00%	108,000.00
108	Loan	134,910.00	12/18/2007	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	12/18/2052	(b)	3.00%	114,673.50
109	Loan	60,000.00	7/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	7/9/2019	(b)	2.00%	48,000.00
110	Loan	52,903.19	8/9/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	8/9/2019	(b)	2.00%	42,322.55
111	Loan	135,000.00	11/3/2009	Contact Successor Agency staff	Home Improvement Loan	Agreement, Deed of Trust, & Promissory Note	11/3/2054	(b)	3.00%	108,000.00

Footnotes:

(a) At the conclusion of the 10 year time period from the date the loan was issued, the accrued interest is deemed paid in full by the owner/borrower and the indebtedness secured by the Note is the principal amount only.

(b) Note Amount is deferred and forgiven at the end of the Affordability Period unless and except and Event of Acceleration requires the loan to become due and payable.

Exhibit E - Rents/Operations

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
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18									
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20									

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
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20									

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

Irwindale Housing Authority
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	SERAF payments pursuant to HSC Sections 33690(c)(1)	2009-10	5,988,407.00	0%	1,152,737.00	6/30/2015
2	SERAF payments pursuant to HSC 33690.5(c)(1)	2010-11	1,232,907.00	0%	1,232,907.00	6/30/2016
3	See footnote (a) below.	2010-11	11,844,747.00	4.50%	11,287,738	10 Years Ending Sept 2010

Footnotes:

(a) On September 22, 2010, the former Redevelopment Agency documented a real estate transaction that effectively resulted in the creation of a \$11,844,747 loan amount due from the Agency's non-housing Tax Increment Fund to the Agency's Low-Mod Housing Fund. In accordance with California Redevelopment Law, if a redevelopment purchased land using Low-Mod Housing Funds originally intended for the development of affordable housing, but ultimately determined that the land was not suitable for affordable housing, the redevelopment agency was required to repay the Low-Mod Housing Fund. This loan receivable has been appropriately reported to the California Department of Housing & Community Development (HCD) as part of the former Agency's 2010-11 annual HCD reporting requirements. The Agency initially purchased a 22.9 acre site from Vulcan Materials using 78.725% Housing Fund monies and 21.275% non-housing funds for a total purchase price of \$10,201,126 (\$8,030,825 + \$2,170,301). The Agency intended to develop housing on an area of the site consistent with the percentage of Housing Funds invested. After further contemplation by the Agency Board and understanding the fact that the site is predominately surrounded by industrial sites as well as a railway line that experienced a derailment, causing debris to spill into the site, the Agency Board changed direction on the use of the site. Instead, it marketed the site for industrial uses, which resulted in attracting a low-impact, more appropriate use of the site for development of an industrial/office building.

The Disposition and Development Agreement (DDA) between the Agency and the developer/operator required the operator to pay the Agency \$15,046,000 for the site. The fair market value of the site at the time of the sale was determined at \$18,460,000, based on a February 24, 2009 appraisal by Parkcenter Realty Advisors, but higher than the reuse value developed by Keyser Marston Associates, Inc. of \$14,911,000. As such, the land write-down was booked and attributed 100% to the Agency's non-housing funds, keeping the Low-Mod Housing Fund whole through a loan from the Agency's non-housing Tax Increment Fund to the Low-Mod Housing Fund requiring the repayment to the Housing Fund of the entire appraised fair market value of the site as DDA payments are made by the operator.

DDA payments to the Agency's non-housing fund and Low-Mod Housing Fund per the DDA is on an installment basis, with \$677,070 (\$533,023 Housing + \$144,047 Non-housing) as the down payment and \$14,368,930 (\$11,311,724 Housing + \$3,057,206 Non-housing) through the Agency Note, having a term of 10 years at 4.50% interest. Through the payments from the Agency Note, the Low-Mod Housing Fund will ultimately be re-paid a total of \$16,067,301 (unless repaid sooner), which represents its entire interest in the site, based on the appraised value described above, plus accrued interest per the Agency Note.

APPENDIX 3: REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1

Health and Safety Code Section 34176.1 requires successor housing entities to prepare an annual report detailing compliance with new expenditure limitations and other information ("Housing Successor Compliance Report" or "SB 341 Report"), including:

- Amounts deposited into the LMIHAF;
- Statement of the balance of the LMIHAF;
- Description of expenditures by category;
- Statutory value of real property;
- Description of transfers;
- Description of projects that receive funding through the Successor Agency's Recognized Obligation Payment Schedule (ROPS);
- Status of properties pursuant to a five-year disposition period;
- Update on inclusionary and replacement housing obligations;
- Compliance with five-year expenditure obligations;
- Percentage of senior deed-restricted units; and
- Amount of excess surplus.

Additionally, the report must include an inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the former redevelopment agency's investment of LMIHAF moneys.

Authority staff is in the process of auditing its financials and other information. The Housing Successor Compliance Report for the 2021-22 Fiscal Year will be prepared under separate cover for submission to HCD by the end of 2022.

IRWINDALE HOUSING AUTHORITY
Fiscal Year 2021-22 Annual Report

APPENDIX 4: 2022 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS

APPENDIX 4: 2022 LOS ANGELES COUNTY MAXIMUM RENTAL HOUSING COST LIMITS
Los Angeles County - 2022
Affordable Rental Housing Cost Limits

Median Income	Number of Persons Bedrooms		Qualifying Income Limit Max. Rent 30% X 15%		Qualifying Income Limit Max. Rent 30% X 30%		Qualifying Income Limit Max. Rent 30% X 50%		Qualifying Income Limit Maximum Rent Range 30% X 60% 30% X 80%			Qualifying Income Limit Maximum Rent Range 30% X 110% 30% X 120%		
	H&S Code 50052.6 (b)		H&S Code 50053.(b)(1)		H&S Code 50053.(b)(2)		H&S Code 50053.(b)(3)		H&S Code 50053.(b)(4)			H&S Code 50053.(b)(5)		
\$63,750	One	Studio	\$9,550	\$238	\$25,050	\$478	\$41,700	\$797	\$65,750	\$956	\$1,669	\$76,500	\$1,753	\$1,913
\$72,900	Two	One	\$10,800	\$273	\$28,800	\$547	\$47,650	\$911	\$76,250	\$1,094	\$1,906	\$87,450	\$2,005	\$2,186
\$82,000	Three	Two	\$12,300	\$308	\$32,200	\$615	\$53,500	\$1,025	\$85,800	\$1,230	\$2,145	\$98,350	\$2,255	\$2,459
\$91,100	Four	Three	\$13,650	\$342	\$35,750	\$683	\$58,550	\$1,139	\$95,300	\$1,367	\$2,383	\$109,300	\$2,505	\$2,733
\$98,400	Five	Four	\$14,760	\$369	\$38,650	\$738	\$64,350	\$1,230	\$102,950	\$1,476	\$2,574	\$118,050	\$2,706	\$2,951
\$105,700	Six	Five	\$15,850	\$396	\$41,500	\$793	\$69,100	\$1,321	\$110,550	\$1,586	\$2,764	\$126,600	\$2,907	\$3,170
\$112,950	Seven	Six	\$16,950	\$424	\$44,350	\$847	\$73,850	\$1,412	\$118,200	\$1,694	\$2,955	\$135,550	\$3,106	\$3,389
\$120,250	Eight	Seven	\$18,000	\$451	\$47,200	\$902	\$78,650	\$1,503	\$125,800	\$1,804	\$3,145	\$144,300	\$3,358	\$3,608

ATTACHMENT 2

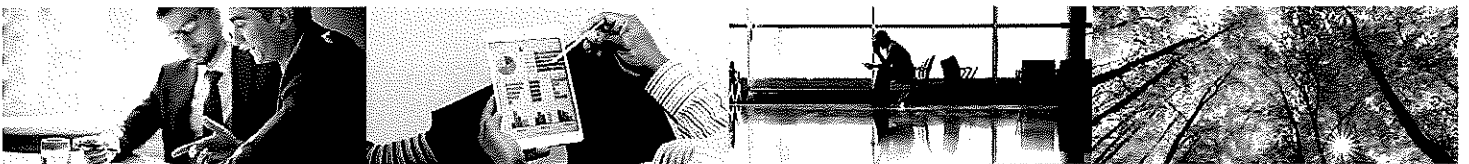


IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

FOR THE YEAR ENDED JUNE 30, 2022

FINANCIAL STATEMENTS

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IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA
FINANCIAL STATEMENTS
FOR FISCAL YEAR ENDED JUNE 30, 2022

PREPARED BY: FINANCE DEPARTMENT

IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major governmental fund of the Irwindale Housing Successor (the Housing Successor), a Special Revenue Fund of the City of Irwindale, California, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Housing Successor's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major governmental fund of the Irwindale Housing Successor (the Housing Successor), a Special Revenue Fund of the City of Irwindale, California, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Housing Successor and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Housing Successor are intended to present the financial position and the changes in financial position of the governmental activities and the major fund of the Housing Successor that is attributable to the transactions of the Housing Successor. They do not purport to, and do not, present fairly the financial positions of the City of Irwindale or the Irwindale Housing Authority as of June 30, 2022, nor the changes in their financial positions for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair



To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Housing Successor's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Housing Successor's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Housing Successor's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Housing Successor's ability to continue as a going concern for a reasonable period of time.



To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Responsibilities

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison schedule as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Computation of Low and Moderate Income Housing Fund Excess/Surplus. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2022 on our consideration of the Housing Successor's internal control over the Housing Successor's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Housing Successor's internal control over the Housing Successor's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Housing Successor's internal control over the Housing Successor's financial reporting and compliance.

Brea, California
December 5, 2022



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE ON COMPLIANCE WITH
APPLICABLE REQUIREMENT AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on Compliance for Housing Successor

Opinion

We have audited the City of Irwindale Housing Successor (the Housing Successor) of the City of Irwindale, California's (the City), compliance with the types of compliance requirements described in the California Health and Safety Code section applicable to California Housing Successor Agencies for the year ended June 30, 2022.

In our opinion, the Housing Successor complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its Housing Successor for the year ended June 30, 2022.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of California Health and Safety Code sections applicable to California Housing Successor Agencies. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Housing Successor and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion. Our audit does not provide a legal determination of the Housing Successor's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts applicable to the Housing Successor programs.



To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above, whether due to fraud or error, and express an opinion on the Housing Successor's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the California Health and Safety Code sections applicable to California Housing Successor Agencies will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Housing Successor's compliance with the requirements of the government program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and California Health and Safety Code sections applicable to California Housing Successor Agencies, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Housing Successor's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Housing Successor's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with California Health and Safety Code sections applicable to California Housing Successor Agencies, but not for the purpose of expressing an opinion on the effectiveness of the Housing Successor's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be a material weakness, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Report on Excess/Surplus Calculation

We have audited the financial statements of the governmental activities and the major governmental fund information of the Irwindale Housing Successor, as of and for the year ended June 30, 2022, and have issued our report thereon dated December 5, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying report on excess/surplus calculation is presented for purposes of additional analysis as required by the California Health and Safety Code sections applicable to California Housing Successor Agencies and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the report on excess/surplus calculation is fairly stated in all material respects in relation to the basic financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the California Health and Safety Code sections applicable to California Housing Successor Agencies. Accordingly, this report is not suitable for any other purpose.

Lance, Soll & Lughard, LLP

Brea, California
December 5, 2022

IRWINDALE HOUSING SUCCESSOR

STATEMENT OF NET POSITION
JUNE 30, 2022

	Governmental Activities
Assets:	
Cash and investments	\$ 7,329,893
Receivables:	
Notes and loans	15,611,507
Accrued interest	14,259
Total Assets	22,955,659
Liabilities:	
Accounts payable	49,275
Due to City	35,209
Total Liabilities	84,484
Net Position:	
Restricted for:	
Low and Moderate Housing	22,871,175
Total Net Position	\$ 22,871,175

IRWINDALE HOUSING SUCCESSOR

STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022

	Expenses	Program Revenues			Net (Expenses) Revenues and Changes in Net Position
		Charges for Services	Operating Contributions and Grants	Capital Contributions and Grants	Governmental Activities
Functions/Programs					
Primary Government:					
Governmental Activities:					
Public safety	\$ 4,573,198	\$ -	\$ -	\$ -	\$ (4,573,198)
Total Governmental Activities	\$ 4,573,198	\$ -	\$ -	\$ -	(4,573,198)
Use of money and property					2,138,128
Total General Revenues and Special Item					2,138,128
Change in Net Position					(2,435,070)
Net Position at Beginning of Year					25,306,245
Net Position at End of Year					\$ 22,871,175

IRWINDALE HOUSING SUCCESSOR**BALANCE SHEET
JUNE 30, 2022**

	Housing Successor Fund
Assets:	
Pooled cash and investments	\$ 7,329,893
Receivables:	
Notes and loans	15,611,507
Accrued interest	14,259
Total Assets	\$ 22,955,659
Liabilities, Deferred Inflows of Resources, and Fund Balances:	
Liabilities:	
Accounts payable	\$ 49,275
Due to City	35,209
Total Liabilities	84,484
Deferred Inflows of Resources:	
Unavailable revenues	15,611,507
Total Deferred Inflows of Resources	15,611,507
Fund Balances:	
Restricted for:	
Housing activities	7,259,668
Total Fund Balances	7,259,668
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 22,955,659

IRWINDALE HOUSING SUCCESSOR

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2022**

Fund balances of governmental funds	\$ 7,259,668

Amounts reported for governmental activities in the statement of net position are different because:

Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.

15,611,507

Net Position of Governmental Activities

\$ 22,871,175

IRWINDALE HOUSING SUCCESSOR

**STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2022**

	Housing Successor Fund
Revenues:	
Use of money and property	<u>\$ (11,782)</u>
Total Revenues	<u>(11,782)</u>
Expenditures:	
Current:	
General government	<u>4,573,198</u>
Total Expenditures	<u>4,573,198</u>
Net Change in Fund Balances	(4,584,980)
Fund Balances, Beginning of Year	<u>11,844,648</u>
Fund Balances, End of Year	<u>\$ 7,259,668</u>

IRWINDALE HOUSING SUCCESSOR

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2022**

Net change in fund balances - total governmental funds \$ (4,584,980)

Amounts reported for governmental activities in the statement of activities are
different because:

Revenues reported as unavailable revenue in the governmental funds and recognized
in the statement of activities. These are included in the intergovernmental revenues
in the governmental fund activity.

2,149,910

Change in Net Position of Governmental Activities

\$ (2,435,070)

IRWINDALE HOUSING SUCCESSOR

NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2022

I. SIGNIFICANT ACCOUNTING POLICIES

Note 1: Summary of Significant Accounting Policies

a. Financial Reporting Entity

The Irwindale Housing Successor Fund (Housing Successor) was established on February 1, 2012, pursuant to the California Housing Authority Law codified under the State of California Health and Safety Code, Section 34200 et seq. The restricted resources and assets from the former Irwindale Community Redevelopment Agency's low- and moderate-income housing fund was transferred to the City's Low and Moderate Housing Asset Fund, a fund within the Irwindale's Housing Authority. The City Council became the governing board commissioners of the Housing Authority. The Housing Successor is part of the Irwindale Housing Authority, which was established for the development of low- and moderate-income housing in the City. The Housing Authority was formed for the purposes of construction and management of quality affordable housing within the City.

The Housing Authority is controlled by the City of Irwindale (City) and, accordingly, the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency or nonprofit corporation which when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

The Irwindale Housing Successor accounts for transactions related to affordable housing activities. Revenues include bond proceeds held by the Irwindale Successor Agency that will be transferred for use into this fund for affordable housing activities.

b. Basis of Presentation

The City's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the component unit. Eliminations have been made to minimize the double counting of internal activities. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

While separate government-wide and fund financial statements are presented, they are interrelated.

IRWINDALE HOUSING SUCCESSOR

NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

c. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

d. Assets, Liabilities and Net Position or Equity

Cash and Investments

The Housing Successor's cash, and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both unrestricted and restricted cash and investments.

Investments are reported at fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than a forced liquidation sale. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

IRWINDALE HOUSING SUCCESSOR

NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Land Held for Resale

Land purchased for resale is capitalized as inventory at acquisition costs or net realizable value, if lower. Land held for resale is offset by non-spendable fund balance, which indicates that it does not constitute "available spendable resources." Other property held for resale is capitalized as inventory and is recorded at cost.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Housing Successor does not carry an item that qualifies for reporting in this category.

In addition to liabilities, the statement of net position or the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources: taxes, long-term loans, and grant monies. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted

IRWINDALE HOUSING SUCCESSOR

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

JUNE 30, 2022

Note 1: Summary of Significant Accounting Policies (Continued)

fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws or regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution. The City did not have any committed fund balance as of June 30, 2022.

Assigned include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011. The Housing Successor did not have any assigned fund balance as of June 30, 2022.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

An individual governmental fund could include nonspendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

II. DETAILED NOTES

Note 2: Cash and Cash Equivalents

As of June 30, 2022, cash and investments were reported in the accompanying financial statements as follows:

Pooled cash and investments	\$ 127
Investments - LAIF	<u>7,329,766</u>
Total cash and cash equivalents	<u>\$ 7,329,893</u>

IRWINDALE HOUSING SUCCESSOR

NOTES TO FINANCIAL STATEMENTS (CONTINUED) JUNE 30, 2022

Note 2: Cash and Cash Equivalents (Continued)

The Housing Successor's fund is pooled with the City of Irwindale's cash and investments in order to generate optimum interest income. The pooled interest earned is allocated quarterly based on the month end cash balances. The City values its cash and investments in accordance with the provisions of Governmental Accounting Standards Board Statement No. 72 (GASB 72), *Fair Value Measurement and Application*, which requires governmental entities to use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value. Citywide information concerning cash and investments for the year ended June 30, 2022, including authorized investments, custodial credit risk, credit risk, interest rate risk, concentration of investments, and carrying amount and market value of deposits and investments is available in the annual financial report of the City.

III. OTHER INFORMATION

Note 3: Deferred and Loans Receivable

The City's Former Irwindale Community Redevelopment Agency (Agency) made subsidy and rehabilitation loans that are to be forgiven when agreement covenants are met. As of June 30, 2022, the outstanding amounts for subsidy and rehabilitation loans are \$14,437,864 and \$1,168,336, respectively. Additionally, there is an outstanding amount of property tax loan receivable of \$5,307. The loans receivables are reported as unavailable revenue at June 30, 2022.

Note 4: Land Held for Resale

The City's Former Irwindale Community Redevelopment Agency (Agency) acquired several parcels of land as part of its primary purpose to develop or redevelop blighted properties. As of June 30, 2022, the Housing Successor did not have any land held for resale.

IRWINDALE HOUSING SUCCESSOR

**BUDGETARY COMPARISON SCHEDULE
HOUSING SUCCESSOR FUND
YEAR ENDED JUNE 30, 2022**

	Budget Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
				Positive
				(Negative)
Budgetary Fund Balance, July 1	\$ 11,844,648	\$ 11,844,648	\$ 11,844,648	\$ -
Resources (Inflows):				
Use of money and property	25,000	25,000	(11,782)	(36,782)
Amounts Available for Appropriations	11,869,648	11,869,648	11,832,866	(36,782)
Charges to Appropriations (Outflow):				
General government	350,400	7,801,163	4,573,198	3,227,965
Total Charges to Appropriations	350,400	7,801,163	4,573,198	3,227,965
Budgetary Fund Balance, June 30	\$ 11,519,248	\$ 4,068,485	\$ 7,259,668	\$ 3,191,183

IRWINDALE HOUSING SUCCESSOR

COMPUTATION OF LOW AND MODERATE INCOME HOUSING FUND EXCESS/SURPLUS YEAR ENDED JUNE 30, 2022

	Low and Moderate Housing Funds All Project Area July 1, 2021	Low and Moderate Housing Funds All Project Area July 1, 2022
Opening Fund Balance	\$ 11,844,648	\$ 7,259,668
Less Unavailable Amounts:		
Deferred Loans receivable	\$ (451,103)	\$ -
Encumbrances (Section 33334.12 (g)(2))	(5,266,515)	(4,582,431)
	(5,717,618)	(4,582,431)
Available Low and Moderate Income Housing Funds	6,127,030	2,677,237
Limitation (greater of \$1,000,000 or four years set-aside)		
Set-Aside for last four years:		
2021 - 2022		(11,782)
2020 - 2021	329,463	329,463
2019 - 2020	2,950,470	2,950,470
2018 - 2019	141,910	141,910
2017 - 2018	117,192	n/a
Total	\$ 3,539,035	\$ 3,410,061
Base Limitation	\$ 1,000,000	\$ 1,000,000
Greater amount	3,539,035	3,410,061
Computed Excess/Surplus	\$ 2,587,995	None

Please note: In accordance with HSC34176.1(d) If a housing successor has an excess surplus, the housing successor shall encumber the excess surplus for the purposes described in paragraph (3) of subdivision (a) or transfer the funds pursuant to paragraph (2) of subdivision (c) within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. For purposes of this subdivision, "excess surplus" shall mean an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

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

RA Item 1A1

**MAY 26, 2022
WEDNESDAY
9:42 P.M.**

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

ROLL CALL:

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

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, Board Attorney; Theresa Olivares, Assistant Executive Director; Ty Henshaw, Police Chief; Arsanious Hanna, Director of Engineering / Building Official; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Director; Jeff Wagner, Information Technology Manager; Iris Espino, Assistant to the Executive Director; and Armando Hegdahl, Management Analyst

ANNOUNCEMENT

MANAGEMENT
ANALYST HEGDAHL

Management Analyst Hegdahl announced the following:

“As required by Government Code Section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting.”

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

NEW BUSINESS

ITEM NO. 2A
FY 2022-2023 BUDGET
WORKSHOP #2

FY 2022-2023 BUDGET WORKSHOP #2 (Joint Item on City Council and Housing Authority)

DIRECTOR BORHANI

Director Borhani presented the staff report as well as a PowerPoint presentation.

BOARD MEMBER
ORTIZ

Board Member Ortiz noted minor corrections to information presented in the report relating to the proposed Zumba Gold classes and Mariachi performances.

DISCUSSION HELD

Discussion was held relating to the following:

- 1) Costs of hiring a certified trainer as compared to the costs in training staff to become certified trainers, and whether staff is willing to be trained.

- 2) The Parks & Recreation Commission originally proposed the idea to have a certified trainer assist in the weight room.
- 3) The costs involved in upgrading the audio / video components in the Council Chambers.
- 4) The costs of purchasing vs. renting a portable stage and its availability under each scenario.
- 5) Costs and availability of training for members of the Public Works Services team.

CHAIR BURROLA

Chair Burrola suggested for staff to check whether staff members are willing to be trained to serve as certified trainers in the weight room, and for instructional videos be displayed on monitors at the weight room for those individuals that are interested in learning how to use the machines. He also suggested that the portable stage be rented instead of having the city purchase one.

REBECCA BARBOSA

Rebecca Barbosa spoke on her training experiences during her time working for the City.

**EXECUTIVE DIRECTOR
MIRANDA**

Executive Director Miranda briefly spoke on the potential funding sources that Assistant City Manager Olivares is working on securing for shovel-ready projects.

**BOARD ATTORNEY
GUERRA**

Board Attorney Guerra noted that the next steps in adopting the budget would be to prepare an ordinance and introduce it at a City Council meeting for first reading then at another meeting for second reading and adoption.

MOTION

A motion was made by Vice Chair Ambriz, seconded by Board Member Breceda, to approve the costs associated with training five staff members to take certified trainer courses and include in the FY 2022/2023 budget. The motion was unanimously approved.

MOTION

A motion was made by Board Member Ortiz, seconded by Board Member Breceda, to approve the costs associated with renting a portable stage and including in the FY 2022/2023 budget. The motion was unanimously approved.

PUBLIC HEARINGS

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:43 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

RA Item 1A2

**SEPTEMBER 14, 2022
WEDNESDAY
7:41 P.M.**

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

ROLL CALL:

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

Absent: Board Member Mark A. Breceda

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Arsanious Hanna, Director of Engineering / Building Official; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Works Services Director; Jeff Wagner, Information Technology Manager; and Laura Nieto, Chief Assistant Authority Secretary

ANNOUNCEMENT

CHIEF ASSISTANT
AUTHORITY
SECRETARY NIETO

Chief Assistant Authority Secretary Nieto announced the following:

"As required by Government Code Section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting."

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Ortiz, seconded by Vice Chair Ambriz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Board Member Breceda absent.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

1) Regular meeting held June 8, 2022

ITEM NO. 1B
**2022 3rd QUARTER
MINING REPORT OF
NINE (9) SMARA PITS**

2022 3rd QUARTER MINING REPORT OF NINE (9) SMARA PITS

The report was received and filed.

ITEM NO. 1C INVESTMENT QUARTERLY REPORT – JUNE 30, 2022
INVESTMENT
QUARTERLY REPORT – The Investment Quarterly Report for June 30, 2022, was
JUNE 30, 2022 received and filed.

NEW BUSINESS None.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was
adjourned at 7:43 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

RA Item 1B

Date: December 14, 2022
To: Honorable Chairman and Members of the Irwindale Reclamation Authority
From: Julian A. Miranda, Executive Director
Issue: 2022 Fourth Quarter Mining Report of Nine (9) SMARA Pits

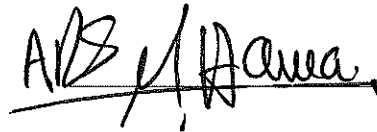
Executive Director's Recommendation:

That the Irwindale Reclamation Authority receive and file this report.

Administrative Action:

Submitted by:

Arsanious M. Hanna
Authority Engineer/Building Official



Prepared by:

Francisco Carrillo
Construction Compliance Manager
Phone: (626) 430-2251



Reviewed by:

Adrian R. Guerra, Authority Counsel

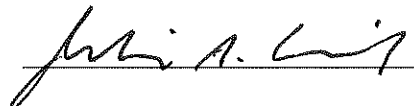
Electronically Approved

Kambiz Borhani
Authority Finance Director /
Authority Treasurer



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

The table below summarizes the 2022 fourth quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production September 2022 through November 2022 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	414,996	52,010,321
Peck Road Gravel Pit	12,000	185,000
Vulcan Reliance I	496,123	23,391,047
Vulcan Durbin	479,917	30,310,752
Olive Pit	516,249	29,091,400

A total of approximately *1,919,285 tons* of material were produced during the reporting period, September 2022 through November 2022, from the five (5) SMARA Pits listed above. This is approximately *348,338 tons* less than reported in the previous quarter.

Below is a summary of the fourth quarter and current activity of the remaining four (4) SMARA Pits in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under IMP Review*	Inactive
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

*United Pit No. 3 applied for an Interim Management Plan (IMP), which is currently under review. Thus, no production was reported and it is estimated that 370,470 tons of reserves remain for future mining.

During the 2022 fourth quarter reporting period, reclamation activity was reported from three (3) SMARA Pits. Following is a summary of the reclamation activity at these three SMARA Pits:

Mine Site	Estimated Fill Placed September 2022 through November 2022 (C.Y.)
Lehigh Hanson Pit	3,000
United Pit No. 2	285,407.33
Vulcan Durbin Pit	131,400

As to the status of the City owned Olive Pit, CA Mine ID # 91-19-0052:

The start of construction for the traffic signal at Los Angeles Street and the Olive Pit Driveway is scheduled for February 2023. United Rock Products, is in the process of securing the material and signal equipment and anticipates completion of this traffic signal by June 2023. The traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street has been delayed due to staff changes from all agencies involved in the approval of the design and construction of this traffic signal. United continues to work with its consultants and the various agencies on completing this signal and anticipates a start for the project in late 2023.

Fiscal Impact:

None

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

City of
IRWINDALE
AGENDA REPORT

RA Item 1C

Date: December 14, 2022
To: Honorable Chair and Members of the Reclamation Authority Board
From: Julian A. Miranda, City Manager/Executive Director
Issue: Investment Quarterly Report for Fiscal Quarter Ending September 30, 2022.

City Manager/Executive Director's Recommendation:

That the Reclamation Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2022.

Administrative Action:

Submitted & Prepared by:

Kambiz Borhani
Authority Finance Director/ Authority Treasurer
(626) 430-2221



Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel

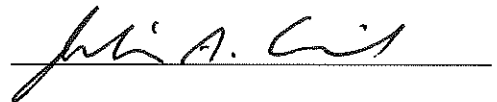
Electronically Approved

Kambiz Borhani
Authority Finance Director/ Authority Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



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 City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances. The Investment Report for the quarter ending September 30, 2022, was presented to the City Council, Housing Authority, and Successor Agency Board on October 26, 2022. The Reclamation Authority Board was not scheduled to meet on that date, and therefore it is appropriate to present the same Quarterly Investment Report to the Reclamation Authority during their next regularly scheduled meeting.

The attached Investment Report summarizes the cash balances and investments as of September 30, 2022, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, including the Reclamation Authority, 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.

Fiscal Impact:

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

Attachment:

City of Irwindale Investment Report – September 30, 2022

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2022**

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)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 2,214,630	0.36%			\$ 2,214,630	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 100,000	2.42%			\$ 270,677	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 48,724,407	1.35%			\$ 47,786,997	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,557,100	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,499,400	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,639,100	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,403,300	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,384,800	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,377,850	Aaa / AA+
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,389,150	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	931,393	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	931,899	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.28%	08/29/22	02/22/24	908,187	Aaa / AA+
Sub-Total US Government Agencies:	\$ 36,000,000				\$ 32,021,979	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	\$ 1,000,000	3.35%	08/30/22	04/01/24	\$ 981,808	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	947,686	Aa3 / AA
Sub-Total Municipal Bonds:	\$ 2,000,000				\$ 1,929,495	
CERTIFICATES OF DEPOSIT						
BANK OF CHINA	\$ 245,000	3.159 %	08/31/22	02/28/24	\$ 241,433	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40 %	08/31/22	08/30/24	241,026	FDIC Insured
APEX BANK	245,000	3.153 %	08/31/22	08/30/24	239,882	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	238,644	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	238,347	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	234,969	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	234,476	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	234,476	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	236,276	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	234,470	FDIC Insured
CUSTOMERS BANK	245,000	3.00 %	09/06/22	09/08/23	242,536	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	237,597	FDIC Insured
BMO HARRIS BANK	245,000	3.15 %	09/09/22	03/11/24	241,357	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	238,393	FDIC Insured
SAFRA NATIONAL BANK	245,000	3.05 %	09/09/22	10/10/23	242,300	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	234,468	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	234,468	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	236,806	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	233,212	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	234,314	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 4,900,000				\$ 4,749,449	
Total City of Irwindale Investments (Pooled Funds):	\$ 93,939,038				\$ 88,973,227	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 2,063,774	0.36%			\$ 2,063,774	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,639,649	1.35%			5,569,673	
	\$ 7,703,323				\$ 7,633,447	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST MONEY MARKET ACCOUNT	\$ (1,833,169)	0.36%			\$ (1,833,169)	
LOCAL AGENCY INVESTMENT FUND (LAIF)	10,746,524	1.35%			10,539,771	
	\$ 8,913,355				\$ 8,706,602	
GRAND TOTAL OF INVESTMENTS	\$ 110,555,716				\$ 105,313,276	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 8, 2022. 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 1.22 years, and the weighted average yield of the City's pooled investments at cost is 1.29%. 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 _____

Kambiz Borhani, Finance Director / City Treasurer