NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY

MARCH 23, 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. Resolution No. 2022-20-3270

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 (In-Chamber Attendance Limited to nine members of the public with overflow seating available in the Outer Council Chamber)

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
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. RECESS TO CLOSED SESSION

1. 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

2. Conference with Real Property Negotiators
   Pursuant to California Government Code Section 54956.8
   A) Property: Las Casitas
      5164 Ayon Avenue
      Parties: Northridge Group & Housing Authority
      Under Negotiation: Price and terms of potential sale
   B) Property: Olive Pit (APN 8415-001-906, 908)
      Agency negotiator: Julian A. Miranda, City Manager
      Negotiating Parties: United Rock Products Corp.
      Under negotiation: Sublease Price and Terms

3. Public Employee Performance Evaluation
   Pursuant to California Government Code Section 54957
   Title: City Attorney

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT
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. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. COUNCILMEMBER COMMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

   1. Chamber of Commerce Business of the Month – SERVPRO of Glendora/San Dimas & Irwindale / Baldwin Park

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. Special Joint meeting held March 9, 2022
   2. Regular meeting held March 9, 2022

B. **Warrants/Demands/Payroll**

   *Department: Finance*

   Recommendation: Approve

C. **Consideration of Resolutions Amending the Classification and Compensation Plans**

   *Department: Administration*


D. **Resolution No. 2022-26-3276 Excusing Teresa Ortiz from Parks & Recreation Commission Meetings**

   *Department: Administration / City Clerk*

E. Lease of City’s Water Production Rights for FY 2021/2022

Department: Public Services

Recommendation: (1) Approve the San Gabriel Valley Water Company’s proposal and lease the City’s 285.38 acre-feet of water production rights for FY 2021/2022; and (2) Authorize the City Manager to sign a one-year lease for the temporary assignment of the City’s water production rights.

F. Irwindale Chamber of Commerce Services and Lease Agreements

Department: Administration

Recommendation: that the City Council approve and authorize the City Manager to execute the following: (1) Services agreement between the City of Irwindale and the Irwindale Chamber of Commerce retroactive to October 1, 2021; and (2) Lease Agreement between the City of Irwindale and the Irwindale Chamber of Commerce commencing on April 1, 2022.

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. 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 March 9, 2022
2. Regular meeting held March 9, 2022
B.  **Warrants**

*Department: Finance*

None for approval

2.  **NEW BUSINESS**

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

3.  **PUBLIC HEARINGS**

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

4.  **ADJOURN**

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**AFFIDAVIT OF POSTING**

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on March 23, 2022, be posted at the City Hall, Library, and Post Office on March 17, 2022.

Laura M. Nieto, MMC
Laura M. Nieto, MMC
Chief Deputy City Clerk
The Irwindale CITY COUNCIL, SUCCESSOR AGENCY THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AND RECLAMATION AUTHORITY met in special joint 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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Mary Hull, Human Resources Manager; and Jeanette Duran, Interim Director of Finance / City Treasurer

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

MOTION

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

ITEM CA

RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL EMERGENCY AND AUTHORIZE REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING MARCH 15, 2022 THROUGH APRIL 14, 2022 (Joint Item for all agencies)

Resolution No. 2022-20-3270, SA 2022-21-3271, HA 2022-04-114, and RA 2022-01-028, entitled:

AUTHORIZING REMOTE MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING MARCH 1, 2022, THROUGH APRIL 14, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

RECESS TO CLOSED SESSION

At 5:32 p.m., the City Council met in Closed Session to discuss the following:

Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Mary Hull, Human Resources Manager; Jeanette Duran, Interim Director of Finance / City Treasurer
Employee Organizations: IMEA, ICEA, IPOA, and unrepresented employees

ACTION: Discussed, update provided; direction provided to staff.

Conference with Real Property Negotiators
Pursuant to Government Code Section 54956.8

Property: Las Casitas
5164 Ayon Avenue
Parties: Northridge Group & Housing Authority
Under Negotiation: Price and terms of potential sale

ACTION: Discussed, update provided; direction provided to staff
(Councilmember Breceda declared a potential conflict of interest, left the Closed Session, and did not participate.

Property: Olive Pit (APN 8415-001-906, 908)
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: United Rock Products Corp.
Under Negotiation: Sublease Price and Terms

ACTION: Discussed; direction provided to staff

Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation pursuant to Government Code Section 54956.9(c), (d)(2), e(3)

A point has been reached where, in the opinion of the legislative body of the local agency, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the local agency. The existing facts and circumstances consist of a letter received on March 7, 2022, from a
group called Californians for Homeownership. This group is threatening litigation against cities, including Irwindale, which have not timely adopted their housing elements. The group has demanded that the City respond to the letter by March 14, 2022, by executing an acknowledgment letter which provides that the City has not timely adopted a sixth cycle revised housing element of its general plan. If the City fails to sign, the group may initiate litigation to seek a judicial declaration that the City is subject to the same penalties described in the Acknowledgment. A copy of the letter is included in this agenda package for public review and available for review in the City Clerk’s Office upon request.

ACTION: Discussed; direction provided to staff

**RECONVENE IN OPEN SESSION**

At 6:45 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 6:47 p.m.

Laura M. Nieto, MMC  
Chief Deputy City Clerk
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; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Jeanette Duran, Interim Director of Finance / 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
None.

COUNCILMEMBER TRAVEL REPORTS
None.

COUNCILMEMBER COMMENTS
None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS
None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

PROCLAMATION PROCLAIMING MARCH AS RED CROSS MONTH
The proclamation was presented.

SPONTANEOUS COMMUNICATIONS

CARMEN ROMAN
Carmen Roman submitted a written comment wherein she questioned whether the staff reclassifications referenced in the mid-year financial review could wait until the fiscal year 22/23 budget is presented.

MEGAN ZEPEDA
Megan Zepeda complained about the measures that the city has taken to allow for hybrid meetings.
DAVID REYNOSO

David Reynoso, Chief of Operations for Absolute International Security, thanked city officials for attending the business' grand opening and ribbon cutting ceremony and invited residents of Irwindale to apply for open security guard positions.

FRED BARBOSA

Fred Barbosa spoke on his admiration of the city's response to a lawsuit filed against the city by Five Points LLC.

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. 1A
MINUTES

The following minutes were approved:

1) Special meeting held February 9, 2022
2) Regular meeting held February 9, 2022
3) Special meeting held February 23, 2022
4) Regular meeting held February 23, 2022

ITEM NO. 1B
WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

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

Resolution No. 2022-23-3273, 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 PURSUANT TO IRWINDALE MUNICIPAL CODE CHAPTER 2.44," was adopted.

ITEM NO. 1D
CONSIDERATION OF RESOLUTION APPROVING A TENTATIVE AGREEMENT FOR SUCCESSOR

CONSIDERATION OF RESOLUTION NO. 2022-19-3269
APPROVING A TENTATIVE AGREEMENT FOR SUCCESSOR CITY EMPLOYEES ASSOCIATION (ICEA)
MEMORANDUM OF UNDERSTANDING WITH THE IRWINDALE CITY EMPLOYEES ASSOCIATION (ICEA)

Resolution No. 2022-19-3269, entitled:


Resolution No. 2022-22-3272, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY APPROVING A REIMBURSEMENT TO MR. LAWRENCE CERVANTES FOR THE COSTS INCURRED IN REPAIRING THE DRIVEWAY APPROACH FOR THE PROPERTY LOCATED AT 16008 MARTINEZ STREET, AND APPROPRIATING MONIES FROM THE GENERAL FUND RESERVE BALANCE," was adopted.

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A MID-YEAR FINANCIAL REVIEW AND ADJUSTMENTS TO THE FY 2021-2022 BUDGET (Joint Item on Housing Authority)
Interim Director Duran presented the report and made a PowerPoint presentation.

Carmen Roman complained since she believed that programs for residents are being proposed for budget cuts.

Fred Barbosa stated his belief that the city is draining its mining fund.

Suzanne Gomez asked questions about the mining fund and encouraged the Council to be responsible stewards of the city’s funds.

Discussion was held relating to increased residential waste costs and the related negotiations between staff and Athens, the deferral of capital improvement projects to FY 22/23, the need for staff reclassifications/new hires as listed in the report as well as their related costs, the costs of the COVID-19 test kits that Irwindale residents may receive through the city’s Resident ID Card program, the need for two new vehicles for the Community Development Department, the costs of pool repairs and equipment, the citywide ADA sidewalk survey, the need for street signage with and without lights, current staff support for housing programs in the Community Development Department,

Mayor Pro Tem Ambriz suggested that the Community Development Department purchase only one new vehicle, instead of the two that were requested. He also spoke against approving the Communications Specialist reclassification at this time, but supported the rest of the requested reclassifications and the new positions, and spoke on the need to support city departments and provide them with what is needed so that they may fulfill the increasing demands placed on them by the Council, for the betterment and safety of the community.

Councilmember Garcia suggested that staff look into purchasing electric vehicles in the future.

Councilmember Ortiz opposed the Senior Finance Analyst, Police Captain, and Benefits Administrator reclassifications, and suggested that the Senior Finance Analyst position be filled once a permanent Finance Director if hired. He supported filling the Housing Coordinator and Housing Office Specialist positions.

Mayor Burrola spoke on the projected budget deficit, current world events and their impacts, noted that the FY 22/23 budget will be considered in the near future, and spoke on the need to spend conservatively.

As requested by Mayor Burrola, Manager Hull clarified the costs and duties related to the proposed staffing reclassifications and new hires,
and Director Rodriguez discussed the duties of the proposed Senior Bus Driver position.

MOTION

A motion was made by Mayor Burrola to postpone the proposed staffing reclassifications and the new hires, with the exception of the Housing Coordinator and Housing Office Specialist positions. The motion died due to a lack of a second.

CARMEN ROMAN

Carmen Roman concurred with Mayor Burrola and Councilmember Ortiz, stated that the reclassification requested by Director Rodriguez should be approved, and suggested that the rest of the reclassifications and new hires be postponed until the budget for the upcoming fiscal year is considered.

DEN A ZEPEDA

Dena Zepeda complained that the staffing reclassifications and new hires are being considered again. She did, however, speak in favor of approving the Housing Coordinator position.

FRED BARBOSA

Fred Barbosa spoke negatively regarding the reclassification process his sister underwent.

COUNCILMEMBER BRECEDA

Councilmember Breceda advised that the city has a reserve fund available to use when needed, such as the present circumstances.

COUNCILMEMBER ORTIZ

Councilmember Ortiz said he is opposed to approving the Police Captain, Senior Finance Analyst, and Communications Specialist positions, but would be supportive of approving the other positions, which would cost approximately $20,000 for the remainder of the current fiscal year.

MAYOR BURROLA

Mayor Burrola requested that staff no longer request a reclassification of the Police Lieutenant to Captain.

MOTION

A motion was made by Mayor Burrola to postpone consideration of the Assistant Engineer and Senior Bus Driver reclassifications and the new Senior Finance Analyst position until the budget for the new fiscal year is considered, and approve the Senior Center Leader reclassification, and the new Housing Coordinator and Housing Office Specialist positions.

COUNCILMEMBER ORTIZ

Councilmember Ortiz seconded the above-mentioned motion, and added that “the title of Captain to Lieutenant” be changed.

ROLL CAL

The motion failed, with Councilmembers Breceda, Garcia, and Mayor Pro Tem Ambriz opposed, and Mayor Burrola and Councilmember Ortiz in favor.
Mayor Pro Tem Ambriz suggested voting on each staffing and one-time budget requests individually.

**Lieutenant to Captain:** Breceda, Garcia, and Ambriz in favor; Ortiz and Burrola opposed

**Senior HR/Risk Management Analyst to Benefits Administrator:** Breceda, Garcia, and Ambriz in favor; Ortiz and Burrola opposed

**Office Specialist to Communications Specialist:** unanimously approved

**Departmental Aide to Senior Center Leader:** unanimously approved

**Bus Driver to Senior Bus Driver:** Breceda, Garcia, Ortiz, and Ambriz in favor; Burrola opposed

**Police Records Clerk to Police Records Clerk / Dispatcher:** Breceda, Garcia, and Ambriz in favor; Ortiz abstained; Burrola opposed

**Engineering Technician to Assistant Engineer:** unanimously approved

**Senior Finance Analyst:** Breceda, Garcia, and Ambriz in favor; Ortiz and Burrola opposed

**Housing Coordinator:** unanimously approved

**Housing Office Specialist:** unanimously approved

**Aquatics Pool Equipment Repairs:** unanimously approved

**Two vehicles for Community Development:** Breceda, Garcia, Ortiz, and Burrola in favor; Ambriz opposed (suggested only one vehicle),

**Engineering Capital Improvement Program Signage with lights:** unanimously approved (Ortiz and Burrola suggested no lights)

**Engineering Capital Improvement Program Citywide ADA Sidewalk Survey:** unanimously approved

**Engineering Left Turn Phasing, Arrow & Vincent Traffic Signal:** unanimously approved

**MOTION**

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to defer the following Capital Improvement Projects to Fiscal Year 22/23: Recreation/Library Building Improvements, Irwindale Park Phase IIb, Irwindale Police Station, Our Lady of Guadalupe Capital Improvements. The motion was unanimously approved.
MOTION
A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve all the expenditure budget requests listed in the staff report, noting that the Residential Waste item was reduced from $85,000 to $70,000. The motion was unanimously approved.

RESOLUTION NO.
2022-15-3265
ADOPTED
Resolution No. 2022-15-3265, entitled:
"A 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," was passed, approved, and adopted, with the adjustments noted above, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

RECESS
At 8:40, the City Council took a short recess.

RECONVENE
At 8:49 p.m., the City Council reconvened with all members present.

ITEM NO. 2B
FIREWORKS SALES
IN THE CITY OF IRWINDALE
City Manager Miranda presented the staff report.

COUNCILMEMBER
GARCIA
Councilmember Garcia suggested that the Council consider allowing one additional non-profit organization to sell fireworks at one other location within city limits, and that the Municipal Code be revised to reflect this update and that the 1-year minimum period stipulated in the Municipal Code be waived. He suggested that Northview High School be considered for this change, as many Irwindale residents currently attend or have attended the school.

COUNCILMEMBER
ORTIZ
Responding to a question by Councilmember Ortiz, Councilmember Garcia suggested that the Northview High School sports programs benefit from this provision. Councilmember Ortiz supported the suggestion.

MOTION
A motion was made by Councilmember Breceda to approve allowing one additional non-profit organization to sell fireworks at one other location within city limits, and that the Municipal Code be revised to reflect this update and that the 1-year minimum period stipulated in the Municipal Code be waived, for the benefit of the Northview High School sports programs.
COUNCILMEMBER GARCIA
Councilmember Garcia noted that the TNT Corporation would be happy to assist the Northview High School sports program meet the requirements to sell fireworks for their fundraisers.

MARCEL PEREZ
Marcel Perez, Teacher and Coach at Northview High School, spoke in support of allowing Northview High School sell fireworks to raise funds for its numerous sports programs.

LINDA MAREZ
Linda Marez also spoke in support of the request, noting the important role that sports programs have in keeping children on the right path.

MAYOR PRO TEM AMBRIZ
Responding to a question by Mayor Pro Tem Ambriz, Mr. Perez indicated that the funds raised through the fireworks sales would benefit all of Northview High School’s sports programs.

ROLL CALL
The above-mentioned motion was seconded by Councilmember Ortiz and unanimously approved upon roll call.

ITEM NO. 2C RENT CONTROL MEASURES

CITY ATTORNEY GUERRA
City Attorney Guerra presented the staff report.

MAYOR PRO TEM AMBRIZ
Mayor Pro Tem Ambriz noted that he requested this report mainly as a way to prevent renters from being evicted from their homes due to hardships created during the pandemic, and that he was not interested in implementing rent control.

COUNCILMEMBER ORTIZ
In reply to several questions by Councilmember Ortiz, City Attorney Guerra advised that: 1) rent control measures would more likely be seen implemented in larger cities, 2) rent disputes are typically matters to be resolved between tenants and property owners, and that the state would typically not become involved, and 3) cities that have rent control measures may become involved in tenant/landlord disputes.

Councilmember Ortiz stated his belief that a need to consider further action beyond what Mayor Pro Tem Ambriz requested seems to exist.

MAYOR BURROLA
Replying to several questions by Mayor Burrola, City Attorney Guerra advised that: 1) the state has previously adopted regulations to prohibit evictions based on non-payment of rent if tenants could demonstrate that their inability to pay was due to COVID-19, and that the state may pay a portion of the rent under those conditions. However, he was unsure if these types of programs remain available at this point, 2) tenants in need of assistance can reach out to the state, and 3) he could look into whether the County has an eviction...
CITY COUNCIL MINUTES
REGULAR MEETING

MOTION
A motion was made by Councilmember Garcia, seconded by Mayor Pro Tem Ambriz, to receive and file the report. The motion was unanimously approved.

ITEM NO. 2D
ANALYSIS OF LOCATIONS FOR IRWINDALE PUBLIC LIBRARY CAPITAL IMPROVEMENT

RECUSALS
City Manager Miranda, Assistant City Manager Olivares, and Councilmembers Breceda and Garcia all declared potential conflicts of interest with this item, recused themselves from participating in the discussion, and exited the Council Chambers.

LIBRARIAN BALLI
City Librarian Balli made a PowerPoint presentation and presented the staff report.

MAYOR PRO TEM AMBRIZ
Mayor Pro Tem Ambriz noted the need to develop a stand-alone Library, and spoke in support of placing the new Library to the west of the existing Library, in the existing grassy area. He then expressed concern regarding the availability of parking for the new building, to which Librarian Balli advised that, once the site for the Library is determined, staff would work with the architect to address parking issues.

DIRECTOR HANNA
Director Hanna concurred with Librarian Balli, and added that the size of the Library building would also factor into the amount of parking stalls that would be developed. He advised that staff will request that the architect provide schematics for presentation and input from the Parks & Recreation Commission, Librarian Balli, the community, and finally from the City Council.

COUNCILMEMBER ORTIZ
Replying to a question by Councilmember Ortiz, Director Hanna advised that the exact size of the building has yet to be determined, though staff would try to keep it below 9,000 square feet, and is debating whether it should be one or two stories high.

Councilmember Ortiz noted that it had previously been suggested that the Library be placed at the 10-acre site in order to provide plenty of space for the building and parking, although doing so would place it away from the city's hub at City Hall. He noted, however, that the Parks & Recreation Commission and staff support developing the new Library to the west of the existing Library.
In response to a question by Councilmember Ortiz, Librarian Balli advised that the 9,000 square foot Library would nearly triple the existing Library's size of 3,200 square feet.

**MAYOR PRO TEM AMBRIZ**

Mayor Pro Tem Ambriz asked Librarian Balli what she would like to see, to which she indicated that staff agrees that the Library should be built to the west of the existing Library. She added that the site would first need to be selected before proceeding with the development of plans, including parking, and advised that staff will hold community workshops to determine the public’s wants and needs.

**MAYOR BURROLA**

Mayor Burrola requested that staff present options on what could be developed at the 10-acre site. He added that the new Library would also require additional staffing, equipment, books, and other items in order to fill it. He concurred that the Library should be located near City Hall and the gym, and requested that the public be invited to provide input.

**MOTION**

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to select the grass area west of the existing Library as the site for the construction of a new standalone Library. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

**ITEM NO. 2E LEGISLATIVE UPDATE (Verbal)**

Assistant City Manager Olivares presented the report, wherein she advised that a total of 2,020 bills were introduced for the 2022 session between the Senate and the Assembly. Of these, the top legislative items related to drought response and water resilience, infrastructure, transportation, health care, COVID-19, and public safety. She added that the CA Contract Cities Association is also tracking 34 bills that include homeless encampments, anti-litter programs, affordable housing, increase housing density, ADU’s, solid and organic waste, land use and zoning, and open meetings / teleconferences. City staff is tracking these as well. Staff also prepared a letter of support for the Foothill Gold Line Budget request, per the approved Legislative Policy, and sent the letter to Governor Newsom. Staff has also been asked to monitor eight bills pertaining to COVID-19 on behalf of the Human Resources Department.

**PUBLIC HEARINGS**

None.
CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda spoke on the County's recent removal of its mask mandate, and advised that most City facilities no longer require face masks from employees of members of the public. However, staff and the public must still wear masks while visiting the Recreation Department during KidZone and Tiny Tot program hours. He also provided details on Library and Recreation events, and noted that the Finance Department has received the "Operating Budget Excellence Award," and acknowledged the efforts of each Finance Department staff member.

AGENDA ITEMS REQUESTED BY COUNCILMEMBERS

ITEM NO. 5A
MOTOR POLICE OFFICER (Requested by Councilmember Ortiz)

CHIEF HENSHAW

Chief Henshaw provided background information on the Motorcycle Officer program. He noted that the program was implemented to enforce traffic laws and reduce traffic accidents. In its first year, it achieved a 30% reduction in traffic accidents. He stated that adding another Motorcycle Officer would achieve fewer accidents. The fully burdened cost for another Motorcycle Officer would be $156,000 per year. He added that the Police Department has recently received a grant from the Office of Traffic Safety which would cover the $45,000 cost to purchase a new motorcycle.

COUNCILMEMBER ORTIZ

Councilmember Ortiz noted that he requested this item since residents have raised concern over speeding motorists. He requested that this matter be addressed during FY 22/23 budget deliberations.

COUNCILMEMBER BRECEDA

Councilmember Breceda agreed that another Motorcycle Officer was needed, and suggested approving the position now.

MAYOR PRO TEM AMBRIZ

Mayor Pro Tem Ambriz also voiced his support of another Motorcycle Officer.

COUNCILMEMBER GARCIA

Councilmember Garcia noted that the additional Motorcycle Officer would not impact current minimum staffing levels. He also suggested looking into filling existing vacancies in the Police Department as a means of reducing overtime expenses.

MAYOR BURROLA

Mayor Burrola agreed that this should be discussed during the budget deliberations for the upcoming fiscal year.
A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to include one additional Motorcycle Officer position to the FY 22/23 budget for consideration at a future meeting. The motion was unanimously approved.

DISCUSSION REGARDING THE FORMATION OF A HOMELESS AD-HOC COMMITTEE (Requested by Mayor Pro Tem Ambriz)

Mayor Pro Tem Ambriz spoke on the activities of the ad hoc committee to address homelessness along the San Gabriel Riverbed, which City Manager Miranda, Assistant City Manager Olivares, Councilmember Ortiz, and he all participate in, along with representatives of local cities. He suggested creating another ad-hoc committee to discuss homelessness issues within Irwindale and to report these to the first ad hoc committee.

Discussion was held relating to the objectives of the new ad hoc committee and who should participate in it.

Council consensus was reached for Mayor Burrola, Mayor Pro Tem Ambriz, City Manager Miranda, and Assistant City Manager Olivares form an ad hoc committee to discuss homelessness issues within the City of Irwindale.

5223 AND 5237 MORADA STREET – PUBLIC PARKING (Requested by Councilmember Ortiz)

Councilmember Breceda declared a potential conflict of interest, recused himself from participating on this topic, and exited the Council Chambers.

Assistant City Manager Olivares presented the report. She advised that staff is working with Panattoni and Southern California Edison for the installation of an electric meter at the two sites. The installation would take place approximately 10 to 12 weeks after Edison receives the necessary application. Staff also seeks Council direction regarding the type of signage to be posted at the sites. The matter will be placed on a future Council agenda for further discussion.

Responding to a request by Councilmember Ortiz, Assistant City Manager Olivares advised that the lighting would not work solely off solar power.
Assistant City Manager Olivares added that Panattoni will pave the area and make certain improvements, and that the city would receive invoices for the power utilized at the sites, though Panattoni would reimburse the city for the costs of energy.

Mayor Burrola asked clarifying questions regarding the lighting at the sites, to which Assistant City Manager Olivares advised that the parking lot currently has lights.

Director Hanna added that the lights would have shields so that they do not bother nearby residences.

Assistant City Manager Olivares advised that the total number of lights and their design will be presented to the Council in April.

There being no further business to conduct, the meeting was adjourned at 10:15 p.m.
### Electronic Payments

**March 2022**  
**March 1 - 15, 2022**

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Report Total (115 checks): 412,075.82
City Manager's Recommendation:


2) Adopt Resolution No. 2022-25-3275 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS."

Administrative Action:

Submitted by:
Julian A. Miranda, City Manager

Prepared by:
Mary Hull, Human Resources/Risk Manager

Reviewed by:
Adrian R. Guerra, City Attorney

Jeanette Duran, Interim Finance Director/City Treasurer

Approved by:
Julian A. Miranda, City Manager
Background and Analysis

Compensation Resolution No. 2022-24-3274

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by resolution, a classification plan, salaries, and other forms of compensation for all City employees.

The City's Compensation Resolution has been updated periodically as a result of personnel adjustments and/or compensation adjustments. It was most recently updated February 9, 2022, through the City Council's adoption of Resolution No. 2022-14-3264.

Proposed Resolution No. 2022-24-3274 sets forth the current compensation ranges, position titles, and number of positions for all City classifications. This resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

The list of classifications in Exhibit A to Resolution No. 2022-24-3274 incorporates the following key changes as approved by City Council at its regularly scheduled meeting on March 9, 2022, when Resolution No. 2022-19-3269 was adopted, accepting a Tentative Agreement for a Successor Memorandum of Understanding between the City of Irwindale and the Irwindale City Employees Association (ICEA):

1. Adjustment of the base salary of ICEA represented positions retroactive to July 11, 2021. New base salaries are based on the benchmark classes from the 2021 Ralph Andersen & Associates Final Compensation Report set to the adjusted 50th percentile, rounding to nearest highest range.

The list of classifications in Exhibit B to Resolution No. 2022-24-3274 incorporates the following key changes, effective as of March 20, 2022, as approved by City Council at its regularly scheduled meeting on March 9, 2022, when Resolution No. 2022-15-3265 was adopted, which approved adjustments to the budget for Fiscal Year 2021-2022:

1. Implementation of reclassifications:

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<td>Departmental Aide</td>
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<td>Senior Human Resources/ Risk Management Analyst</td>
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<tr>
<td>Police Records Clerk</td>
</tr>
<tr>
<td>Bus Driver</td>
</tr>
<tr>
<td>Engineering Technician</td>
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</table>

2. Classifications unfrozen and funded:
   - One represented, classified full-time Senior Finance Analyst position is unfrozen and funded.
   - One represented, classified full-time Office Specialist position is unfrozen and funded.
3. Classifications frozen and unfunded:
   • The existing at-will, unrepresented, unclassified nonpermanent part-time Office
     Specialist position is frozen and unfunded.
   • The existing represented, classified Police Records Clerk position is frozen and
     unfunded.
   • The existing represented, classified Senior Human Resources/ Risk Management
     Analyst position is frozen and unfunded.
   • One of two existing represented, classified Bus Driver positions is frozen and unfunded.
   • One of four existing represented, classified Engineering Technician positions is frozen
     and unfunded.

4. Classification to be eliminated:
   • The existing at-will, unrepresented, unclassified permanent part-time Departmental
     Aide position is eliminated.

5. Classifications created:
   • The at-will, unrepresented unclassified nonpermanent part-time Communications
     Specialist position is created and funded.
   • The represented, classified full-time Benefits Administrator position is created and
     funded.
   • The represented, classified full-time Housing Coordinator position is created and
     funded.
   • The represented, classified full-time Police Records Clerk/ Dispatcher position is
     created and funded.
   • The represented, classified full-time Senior Bus Driver position is created and funded.

Exhibit B to Resolution No. 2022-24-3274 also incorporates the following key changes as
approved by City Council at its regularly scheduled meeting on March 9, 2022, when Resolution
No. 2022-19-3269 was adopted, accepting a Tentative Agreement for a Successor Memorandum
of Understanding between the City of Irwindale and the Irwindale City Employees Association
(ICEA):

6. Adjustment of the base salary of ICEA represented positions effective as of March 20,
   2022. New base salaries are based on the benchmark classes from the 2021 Ralph
   Andersen & Associates Final Compensation Report set to the unadjusted 50th percentile,
   rounding to nearest highest range. ICEA represented employees will move from a 38-hour
   workweek to a 40-hr workweek.

Classification Updates Resolution (Resolution No. 2022-25-3275)

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

Accordingly, proposed Classification Resolution No. 2022-25-3275 includes newly created job
specifications for the newly created Benefits Administrator, Communications Specialist, Housing
Coordinator, Police Records Clerk/ Dispatcher, and Senior Bus Driver, as well as an updated job
specification for the Senior Center Manager position.
The City Met and Conferred with IMEA and ICEA

The Police Lieutenant, Senior Center Manager, and Senior Human Resources/Risk Management Analyst are represented positions in the management bargaining unit represented by the Irwindale Management Employees' Association ("IMEA"). The Police Records Clerk and Bus Driver are represented positions in the general employees bargaining unit represented by the Irwindale City Employees Association (ICEA). The City met with the ICEA and IMEA and conferred regarding the changes outlined above and included in Resolution No. 2022-25-3275.

Fiscal Impact:

Funding for the listed reclassifications and newly created and funded classifications was approved by City Council at its regularly scheduled meeting of March 9, 2022, when Resolution No. 2022-15-3265 was adopted, approving mid-year adjustments to the budget for Fiscal Year 2021-2022.

Funding for the adjustments of the base salary of ICEA represented positions was approved by City Council at its regularly scheduled meeting of March 9, 2022, when Resolution No. 2022-19-3269 was adopted, accepting a Tentative Agreement to a Successor MOU between the City of Irwindale and the ICEA.

Attachments: Resolution No. 2022-24-3274
Resolution No. 2022-25-3275
RESOLUTION NO. 2022-24-3274

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES

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

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

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

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

WHEREAS, the City Council adopted Resolution No. 2022-14-3264 on February 9, 2022, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City Council adopted Resolution No. 2022-19-3269 at its regularly scheduled meeting on March 9, 2022, accepting a Tentative Agreement for a Successor Memorandum of Understanding between the City of Irwindale and the Irwindale City Employees Association (ICEA) for the period July 1, 2021 through June 30, 2024; and

WHEREAS, based on the Tentative Agreement for successor MOU between the City and ICEA, the City now desires to update the salary resolution to reflect changes in compensation of ICEA employees, including a compensation adjustment of the base salaries of all ICEA represented positions, retroactive to July 11, 2021, utilizing the benchmark classes from the recently completed compensation study set to the adjusted 50th percentile, rounding to nearest highest range; and

WHEREAS, based on the Tentative Agreement for successor MOU between the City and ICEA, the City further desires to update the salary resolution to reflect changes in compensation of ICEA employees, including a compensation adjustment of the base salaries of all ICEA represented positions, retroactive to March 20, 2022, utilizing the benchmark classes from the recently completed compensation study set to the unadjusted 50th percentile, rounding to nearest highest range; and

WHEREAS, on March 9, 2022, the City Council adopted Resolution No. 2022-15-3265, which approved various personnel requests through the adoption of mid-year adjustments to the budget for Fiscal Year 2021-2022; and

WHEREAS, the City Council desires to adopt this resolution to accurately reflect the current compensation ranges, position titles, and number of positions for all City classifications; and

WHEREAS, this resolution is also intended to serve as the City's California Public Employees Retirement System ("CalPERS") publicly available pay schedule as required by California Code of Regulations, Title 2, Section 570.5.

Resolution No. 2022-24-3274
Page 1
NOW, THEREFORE, the City Council of the City of Irwindale hereby resolves, determines and orders as follows:

SECTION 1. Applicability to other Governing Documents.

This Resolution shall supersede and replace Resolution No. 2022-14-3264. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that was adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

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

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

The Tentative Agreement or Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Tentative Agreement or Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Tentative Agreement or Memoranda of Understanding shall govern as to that particular employee bargaining unit.


The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective retroactively to July 11, 2021. The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications are reflected in Exhibit B, effective retroactively to March 20, 2022.

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

SECTION 4. Certification.

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

PASSED, APPROVED AND ADOPTED this 23rd day of March 2022.
ATTEST:

[Signature]
Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-24-3274 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of March 2022, by the following vote:

AYES:  Councilmembers:

NOES:  Councilmembers:

ABSENT:  Councilmembers:

ABSTAIN:  Councilmembers:

[Signature]
Laura M. Nieto, MMC
Chief Deputy City Clerk

Resolution No. 2022-24-3274
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**CITY OF IRWINDALE**

Full-Time Salary Schedule
Fiscal Year 2021-2022
Approved March 23, 2022

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**CITY OF IRWINDELE**

**Full-Time Salary Schedule**

**Fiscal Year 2021-2022**

**Approved March 23, 2022**
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## CITY OF IRWINDALE

### Full-Time Salary Schedule

**Fiscal Year 2021-2022**

*Approved March 23, 2022*

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Position Title</th>
<th>Authorized Number</th>
<th>Effective Date</th>
<th>Range</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMEA</td>
<td>Senior Human Resources/ Risk Management Analyst</td>
<td>0</td>
<td>3/20/2022 <strong>Bi-Weekly</strong></td>
<td>53</td>
<td>3,186.04</td>
<td>3,345.35</td>
<td>3,512.62</td>
<td>3,688.27</td>
<td>3,872.65</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Monthly</strong></td>
<td>6,903</td>
<td>7,248</td>
<td>7,611</td>
<td>7,991</td>
<td>8,391</td>
</tr>
<tr>
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<td></td>
<td></td>
<td><strong>Annual</strong></td>
<td>82,837</td>
<td>86,979</td>
<td>91,328</td>
<td>95,895</td>
<td>100,689</td>
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<tr>
<td>IMEA</td>
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<td>12/12/2021 <strong>Bi-Weekly</strong></td>
<td>53</td>
<td>3,186.04</td>
<td>3,345.35</td>
<td>3,512.62</td>
<td>3,688.27</td>
<td>3,872.65</td>
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<td><strong>Monthly</strong></td>
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<td><strong>Annual</strong></td>
<td>82,837</td>
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<td>91,328</td>
<td>95,895</td>
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<td>Effective Date</td>
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<td>Step A</td>
<td>Step B</td>
<td>Step C</td>
<td>Step D</td>
<td>Step E</td>
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<td>PPT</td>
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<td>15.00</td>
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</table>
RESOLUTION NO. 2022-25-3275

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

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

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

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

WHEREAS, on March 9, 2022, in Resolution No. 2022-15-3265, the City Council approved various personnel requests through the adoption of mid-year adjustments to the budget for Fiscal Year 2021-2022; and

WHEREAS, the City desires to include those job title classifications in the Classification Plan and approve the associated job specifications; and

WHEREAS, the City desires to update the existing Senior Center Manager job specification in order to provide a current and accurate description of the various duties performed and qualifications desired; and

WHEREAS, the City has met and conferred with the representatives of the affected employee organizations (IMEA and ICEA) regarding the new classifications and associated job specifications, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.); and

WHEREAS, concurrently herewith, the City intends to adopt Resolution No. 2022-24-3274 to supersede and replace Resolution No. 2022-14-3264 to reflect the current compensation ranges, position titles, and number of positions for all City classifications.

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

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

SECTION 2. The City Council hereby approves and adopts the following job classifications and associated job specifications attached hereto as Exhibit A.

<table>
<thead>
<tr>
<th>Job Title Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefits Administrator</td>
</tr>
<tr>
<td>Communications Specialist</td>
</tr>
<tr>
<td>Housing Coordinator</td>
</tr>
<tr>
<td>Police Records Clerk/ Dispatcher</td>
</tr>
<tr>
<td>Senior Bus Driver</td>
</tr>
</tbody>
</table>
SECTION 3. The City Council hereby approves and adopts the updated Senior Center Manager job specification attached hereto as Exhibit B.

SECTION 4. This resolution shall be effective retroactive to March 20, 2022. The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of March, 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 Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-25-3275 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on March 23, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

______________________________
Laura M. Nieto, MMC
Chief Deputy City Clerk
EXHIBIT A

CITY OF IRWINDALE

BENEFITS ADMINISTRATOR

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

SUMMARY DESCRIPTION

Under administrative direction, plans, organizes, and administers employee and resident benefit programs including the resident ID program; independently performs complex administrative duties in support of assigned programs; monitors and evaluates programs and negotiates proposed plans and contracts; audits benefits plans, ensures compliance with benefit provisions of the Memoranda of Understanding for represented employees and Salary Resolutions for non-represented groups and federal and state law, oversees employee leave of absence program; performs related duties as assigned.

REPRESENTATIVE DUTIES

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

1. Develops, plans, and implements policies and procedures related to employee and resident benefit programs in accordance with local, state, and federal regulations.

2. Develops, plans, and implements policies and procedures related to the resident ID program in accordance with local, state, and federal regulations.

3. Administers and assists with procedure and policy changes internally and with vendors.

4. Acts as liaison between insurance providers, residents, employees, and retirees, in person or over the telephone. Resolves insurance coverage and benefit administration problems. Works closely with residents, employees, and carriers to resolve billing and enrollment related issues.

5. Develops, evaluates, recommends, administers and communicates benefit programs and policies, such as the benefit summaries, and retirement and open enrollment guides.

6. Interprets and explains benefits plan requirements and procedures to residents, employees, and beneficiaries; serves as liaison and advocate with external plan administrators to resolve benefits concerns and coverage/payment problems in the best interests of the residents, employees and the City.

7. Administers employee leaves of absence in compliance with all federal and state legal statues.

8. Conducts employee orientations; prepares documents, conducts benefits orientation, explains policies and procedures, and enrolls new employees in applicable systems.

9. Assists employees with retirement matters; explains retirement benefits and options, retiree medical contributions, and social security and Medicare programs.

10. Participates in the employee exit process; prepares exit documents, conducts exit interviews; updates payroll and CalPERS systems.

11. Monitors, analyzes and prepares detailed reports on existing and proposed legislation, existing regulations, municipal codes and other documents and statutes related to the benefit processes.

12. Develops monitoring controls, regulations, reporting procedures and forms. Monitors benefits costs and makes recommendations regarding plan design and cost containment measures.
CITY OF IRWINDALE
Benefits Administrator (Continued)

13. Oversees and monitors the service performance of various third-party administrators, such as CalPERS, PARS, and life and disability insurance carriers.

14. Serves as liaison with the California Public Employees’ Retirement Systems (CalPERS) regarding contract issues and analyzes and interprets the contract.

15. Maintains highly confidential information in accordance with HIPAA standards.

16. Supervises the maintenance of health plan data and records on computer systems and files.

17. Develops plans to implement new legislation related to benefit compliance (e.g., Affordable Care Act) and leaves of absences (e.g., Paid Sick Leave), including city-wide training on benefits topics.

18. Assists in assembling and preparing the annual budget for areas of assignment; monitors expenditures against budget; prepares purchase requisitions and requests for payment.

19. Participates in the selection of staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures.

20. Manages the City’s summer youth work program; prepares application packets, communicates with departments to determine open placements, coordinates interviews, and conducts orientation.

21. Develops and implements recruitment and selection plans and schedules; may act as coordinator in the assignment and review of assigned recruitments; coordinates pre-employment background checks; receives confidential information on all candidates for employment and maintains recruitment files.

22. Provides complex analytical and professional level assistance to the Human Resources/Risk Manager; maintains records and documentation for the preparation of narrative and/or statistical reports; tabulates information, analyzes and prepares statistical reports; assists in the performance of complex administrative tasks, utilizing judgment, tact and confidentiality in the application of policy.

23. Performs related duties as required.

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

Knowledge of:
Practices, methods and techniques of benefits program administration, including eligibility determination, enrollment, claims processing, benefits reporting and insurance/benefits plan record-keeping.
ACA, COBRA, California Public Employees’ Retirement System (CalPERS) and Public Agency Retirement Services (PARS) programs.
Federal, state and local laws and regulations governing the administration of Section 125 benefits plans and maintenance of plans/employee records.
The Health Insurance Portability and Accountability Act (HIPAA) and its application to health benefits administration.
Standard benefits plan contract and coverage provisions and requirements.
Business mathematics.
Advanced methods and techniques used in conducting research and analyzing data.
Advanced principles, laws and procedures of benefit administration.
Principles and procedures of record keeping.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, databases, and other specialized applications related to area of assignment.
Pertinent federal, state, and local laws, codes, and ordinances.
English usage, spelling, grammar, and punctuation.

Ability to:
Analyze and interpret laws, ordinances, rules, and regulations relating to various types of employee benefit programs.
Analyze benefit policies affecting resident and employee benefit programs and prepare related reports and recommendations.
Demonstrate initiative in the satisfactory research, follow-up and resolution of insurance related issues.
Negotiate, prepare and manage benefit contracts.
Provide professional human resources management services independently in the absence of supervision.
Evaluate the costs and benefits of alternative insurance programs.
Prepare clear, concise and accurate reports, correspondence and other written materials.
Understand, interpret and apply human resources theory, applicable policies, procedures, laws, and regulations.
Identify and respond to employee and resident inquiries, complaints, concerns and needs.
Conduct salary, benefit and classification surveys and prepare reports.
Effectively supervise employees; review and evaluate employees' job performance.
Think independently and make decisions in the absence of supervision.
Interpret and apply applicable federal, state, and local laws, codes, and regulations.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Participate in researching, compiling, analyzing, and interpreting data.
Research files and prepare statistical reports and analyses.
Establish and maintain a variety of specialized files and records.
Learn and effectively utilize various software applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:
Bachelor’s degree from an accredited college or university with major course work in human resources, public administration, business administration, organizational development, or a related field.

Experience:
Five years of progressively responsible human resources experience, preferably in a municipal setting. Supervisory experience and direct experience in the administration of benefit programs.

License or Certificate:
Possession of an appropriate, valid driver’s license.
PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

**Environment:** Work is performed primarily in a standard office setting.

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

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

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

Date: March 2022
BUS DRIVER / SENIOR BUS DRIVER

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

SUMMARY DESCRIPTION

Under general supervision, operates a bus over designated routes for the purposes of transporting students to and from various school locations; maintains established schedule; ensures passenger safety; maintains swimming pool, fountain, and surrounding areas in a clean and orderly condition; and maintains swimming pool supplies and equipment.

DISTINGUISHING CHARACTERISTICS

The Bus Driver classification is distinguished from the Senior Bus Driver classification in that the later has the additional responsibility of coordinating and monitoring the maintenance of Public Services fleet vehicles, including annual smog checks; coordinating and ensuring compliance with required California Highway Patrol (CHP) bus inspections and 90-day commercial/trailer vehicle inspections; and maintaining adequate records of vehicle inspections and hour logs.

REPRESENTATIVE DUTIES

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

1. Drives a bus daily over designated routes in accordance with time schedules; picks up and drops off students; drives for special events as necessary.
2. Transports students on day trips and special events to various locations, making departure and arrival times as scheduled.
3. Maintains order and discipline among passengers on the bus in accordance with City policies; issues temporary bus passes.
4. Performs regular inspections of bus including pre-trip safety inspections following established check lists; checks tires, belts, oil, and water levels; cleans interior and exterior of buses as needed; takes buses in for maintenance as needed.
5. Reports problems or equipment malfunctions; reports incidents affecting the safety of passengers.
6. Attends scheduled safety meetings and safety programs; conducts emergency evacuation drills at each school.
7. Maintains daily records of bus operation.
8. Performs routine maintenance of swimming pool, fountains, and surrounding areas; check and maintain chemicals.
9. Maintain Public Works Services fleet including but not limited to taking vehicles in for routine maintenance and repairs, smog checks, and car wash; maintain a vehicle maintenance log.
10. Performs related duties as required.
CITY OF IRWINDALE
Bus Driver / Senior Bus Driver (Continued)

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

Knowledge of:
Safe and defense driving principles and practices.
Basic first aid principles and practices.
Operational characteristics, maintenance, and emergency repair principles related to assigned vehicles.
Vehicle inspection principles and practices.
Geography of the City.
Occupational hazards and standard safety practices.
Methods and techniques of public relations and customer service.
Basic principles and procedures of record keeping
Basic principles of pool equipment and maintenance including pool sanitation and chlorination system.
Pertinent federal, state, and local codes, laws, and regulations including traffic and safety laws, ordinances, regulations, and rules applicable to the operation of vehicles in the transportation of passengers.

Ability to:
Drive a bus safely and efficiently while keeping to well-established schedules.
Maintain order among students on a bus.
Recognize malfunctions in equipment and take appropriate action.
Maintain the assigned vehicle in clean and safe operating condition.
Observe all safety precautions and procedures.
Apply applicable state and local laws, codes, and regulations pertaining to transportation as well as administrative and departmental policies and procedures.
Respond tactfully, clearly, concisely, and appropriately to inquiries and requests from the public.
Work safely and adhere to principles of safety.
Work independently in the absence of supervision.
Understand and follow oral and written instructions.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:
Equivalent to the completion of the twelfth grade supplemented by specialized training related to the operation of passenger vehicles.

Experience:
One year of driving experience involving the transportation of passengers.

License or Certificate:
Possession of a valid California Class B or Class A driver’s license with Passenger Endorsement and Air Brake Endorsement.
Possession of a School Bus Certificate from CHP.
Possession of, or ability to obtain, certification in basic first aid and CPR.
PHYSICAL DEMANDS AND WORKING ENVIRONMENT
The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Field environment; travel from site to site; extensive public contact; exposure to all types of weather and temperature conditions; noise, dust, fumes, noxious odors, and gases.

Physical: Primary functions require sufficient physical ability to operate a passenger bus for extended periods of time; push, pull, lift, and/or carry moderate amounts of weight; twist; climb steps; operate assigned vehicles.

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

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

Date: November 2016
Ralph Andersen & Associates
Rev: March 2022
SUMMARY DESCRIPTION
Under general supervision, assists in performing paraprofessional administrative work related to the City's public information, economic development platforms and outreach programs; assists in preparing and disseminating informational materials to the public and news media; assists in preparing marketing publications concerning City services, activities, programs, events and functions; performs a variety of responsible and confidential economic development and administrative duties; performs other related work as required.

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

1. Researches, drafts for approval, and disseminates timely and accurate City related information to the public through various outlets including, but not limited to, social media, email notifications, press releases, newsletters, articles, special presentations, reports, and other related channels.

2. Assists in the development and implementation of a comprehensive communications program for the City which identifies audiences, messages, communications tools, and evaluation measures.

3. Monitors and updates the various City related social media accounts, pages, and groups on all applicable platforms.

4. Evaluates and measures mobile and social media program success and impact; monitors trends in social media tools, trends, applications and appropriately applies that knowledge to increasing the use of social media for the City.

5. Assists in the research, design, implementation and monitoring of programs encouraging economic development activities related to business attraction, expansion, retention and development.

6. Represents the City at assigned meetings, functions, or events as assigned while fostering positive relationships with partner agencies, community groups, non-profit organizations, and the community.

7. Assists in coordinating events for the City, including, but not limited to, event logistics, registration, attendee tracking, presentation and materials support, and pre- and post-event evaluations.

8. Researches and recommends new and alternative ways to maximize public outreach to enhance community outreach and engagement and increase public awareness of City happenings.

9. Maintains and updates the City's community calendar with timely, accurate and detailed information; works collaboratively with partner agencies to ensure all City related events are relayed to the public.

10. Assists in developing multi-media presentations as required, including PowerPoint slide shows, displays and photographic exhibits.

11. Develops, edits, and designs all City promotional items, event flyers, social media graphics and other materials as required.
12. Assists with receiving visitors and telephone calls; provides information and handles issues that may require sensitivity and use of sound independent judgment; assists with responding to requests for information and complaints referring matters to appropriate City staff.

13. Maintains archives of press articles related to City news; tracks media response along with a variety of indicators (e.g. positive, negative, message portrayed, etc.); prepare report of results for City leadership as assigned.

14. Assists with directing incoming mail and email communications; determines the priority level and routes incoming correspondence, reports, requests, and instructions; handles or refers matters as directed.

15. Performs other related duties as assigned.

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

Knowledge of:
Techniques and methods used in the development and evaluation of communications.
Principles and practices of research, journalism, graphic design, layout and production.
Fundamentals of photography, video-photography and cable-casting.
Software applications including graphics and desktop publishing systems.
Interviewing techniques, communications, media services and resources.
Organization, services and functions of municipal government.
Pertinent federal, state, and local laws, codes and regulations.
Principles of business letter writing.
English usage, spelling, grammar, and punctuation. Principles of effective public relations.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:
Develop, organize, and coordinate a communications program.
Communicate effectively, both orally and in writing.
Gather and verify news information through interview, observation and research.
Analyze administrative problems, evaluate alternatives and make creative recommendations.
Advise on most effective techniques of information dissemination.
Exercise judgment in release of information; give information rapidly, accurately and tactfully.
Prepare press releases, news articles, presentations, reports and other written materials in a timely manner.
Prepare and present a variety of communications materials. Write and edit newsletters and news releases.
Prepare flyers and reports; prepare and give presentations; edit materials for proper punctuation and grammar.
Establish and maintain effective working relationships with City officials, employees, the public and news media.
Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.
Coordinate activities with other divisions and City departments.
CITY OF IRWINDALE
Communications Specialist (Continued)

Operate a personal computer and applicable software including graphics and desktop publishing systems.
Provide excellent customer service.

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

**Education/Training:**
Graduation, or near completion, from an accredited college or university with the equivalent to a Bachelor's degree with major coursework in Public Relations, Journalism, Communications, Marketing, or a closely related field.

**Experience:**
One year of progressively responsible experience involving the development and coordination of public affairs, public information, community outreach and social media marketing; or an equivalent combination of training and experience.

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

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

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

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

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

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

Date: March 2022
CITY OF IRWINDALE

HOUSING COORDINATOR

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

SUMMARY DESCRIPTION

Under general direction, oversees and coordinates the City’s housing programs; assists management staff with administrative issues as needed; oversees and participates in preparing mandated reports as required; analyzes the feasibility of potential housing developments; works with potential developers; may serve as property manager for city-owned units; may provide supervision to assigned clerical/administrative staff; coordinates assigned activities with other departments, divisions, outside agencies, the general public; performs a variety of professional level duties relative to assigned area of responsibilities.

REPRESENTATIVE DUTIES

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

1. Plans, coordinates, and implements assigned housing programs; explains program procedures, rules, and regulations to applicants, tenants, and all other interested stakeholders.
2. Ensures that the technical and financial requirements of low and moderate income housing projects are met.
3. Analyzes, plans and facilitates the permit processing activities related to affordable housing projects.
4. Analyzes, plans and coordinates long-range planning activities related to affordable housing projects.
5. Coordinates with appropriate city departments, contractors, and agents in all phases of affordable housing work.
6. Serves as liaison and facilitates communication amongst City departments, community groups, developers, and outside agencies regarding housing programs.
7. Performs a full range of complex duties in support of administrative functions and areas; prepares and presents staff reports and other necessary correspondence; assists in the research for policies, analyzes, and recommends changes and improvements to existing municipal codes and ordinances related to housing.
8. Monitors legislation related to housing and makes recommendations concerning policy and procedural improvements.
9. Prepares and develops division and assigned project budgets; administers division and project budgets; collects and analyzes financial data; prepares forecasts of necessary funds; makes budget recommendations relative to assigned divisions, program areas or projects; monitors division budget and expenditures.
10. Participate in the selection of consultants; coordinate with consultants assisting in various programs.
11. Assists applicants in certification for participation in the Housing programs, including but not limited to accepting applications, interviewing potential and current program clients, determining eligibility through verification of income and other data, and explaining housing programs and alternatives.
12. Organizes orientations & meetings; prepares briefing packets and agendas; conducts briefings and meetings to introduce the Housing program regulations/procedures for applicants, participants and property owners.
CITY OF IRWINDALE
Housing Coordinator (Continued)

13. Maintains records and prepares all required reports and request for information in a timely, accurate, and organized manner, ensuring confidentiality of information.

14. Investigates, handles and resolves complaints and problems of program participants.

15. Participates in the preparation of required statistical reports for federal and state monitoring agencies; compiles statistical data from database; performs data entry and maintains database files.

16. Directs and coordinates grant acquisition and contract management for housing programs.

17. Directs the monitoring of contracts with other governmental agencies and community-based organizations as they relate to the Irwindale Housing Authority housing programs; formulates improvements and implements changes within the program.

18. Performs related duties as assigned.

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

Knowledge of:
- Operations, services, and activities of housing programs.
- Pertinent federal, state, and local laws, codes, and regulations including applicable HUD rules, regulations, and reporting requirements.
- General construction principles and practices as related to housing including housing quality standards.
- Real estate laws and practices, especially as related to tenant/landlord rights and laws and local market rental rates.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Business mathematics and budgeting principles in a government agency.
- Principles and procedures of records management and record keeping.
- Business communications.
- Methods and techniques of business correspondence and technical report preparation.
- The California Environmental Quality Act (CEQA).

Ability to:
- Oversee and coordinate assigned housing programs.
- Perform a variety of duties in support of housing programs.
- Be persuasive, solve problems, and empathize with the situation of clients and owners.
- Tactfully handle situations of misunderstanding or conflict if they arise, as well as, deal with confidential information.
- Interpret and apply federal, state, and local laws, codes, and regulations.
- Perform research and prepare statistical reports.
- Prepare clear and concise technical, administrative, and financial reports, statements, and correspondence.
- Exercise the judgment, decisiveness, and creativity in situations involving a variety of generally defined duties that are often characterized by frequent change and keep records of this change.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
CITY OF IRWINDALE
Housing Coordinator (Continued)

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

**Education/Training:**
A Bachelor’s degree from an accredited college or university with major coursework in urban planning, redevelopment, real estate, public or business administration, or a closely related field.

**Experience:**
Three years of increasingly responsible experience in housing or a related field. Municipal experience highly desirable.

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

**Other Requirements:**
Bilingual skills are desirable.

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

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

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

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

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

Date: March 2022
CITY OF IRWINDALE

POLICE RECORDS CLERK
POLICE RECORDS CLERK / DISPATCHER

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

SUMMARY DESCRIPTION
Under general supervision, performs a wide variety of general and specialized office support, and clerical work in support of the Police Department; collects, records, transcribes, maintains, edits, and retrieves confidential law enforcement data and information; performs a variety of record keeping functions including processing police reports; receives and provides assistance to the public at the front counter and over the telephone; reviews, processes, and distributes police report files and related documents; and provides support and assistance to other non-sworn functions and activities of the Police Department.

DISTINGUISHING CHARACTERISTICS
The Police Records Clerk classification is distinguished from the Police Records Clerk/Dispatcher classification in that the later has the additional responsibility of covering dispatch shifts in short duration.

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

1. Performs a wide variety of law enforcement support duties related to collecting, recording, transcribing, maintaining, processing, editing, retrieving, and distributing technical and confidential law enforcement data and information including police reports, citations, warrants, protective orders, and subpoenas.

2. Enters, maintains, and retrieves data, reports, and information into and from a variety of automated law enforcement records systems; validates selected records from the Department of Justice files including warrants, stolen vehicles, and missing persons.

3. Enters citations, cases, dispositions, and other pertinent information into the appropriate database; submits information to appropriate parties.

4. Assists individuals at the front counter; provides vehicle release forms and copies of police reports as appropriate, gathers information regarding incidents, and answers general questions.

5. Processes case reports including traffic accidents; prepares and logs reports; processes all reports to be forwarded to proper individual or agency.

6. Enters and updates parking citations in the database; updates payment information; creates and distributes notices; places and releases Department of Motor Vehicle (DMV) holds as appropriate.

7. Verifies warrants and notifies defendants of outstanding warrants; updates database.

8. Assists with police file and record management; scans reports; assists in the implementation of file record management systems and programs.

9. Photocopies and distributes crime, incident, arrest, and accident reports to the general public and various agencies.

10. Collects checks and cash for reports, vehicle releases, fingerprinting, VIN, case reports, and other
11. Assists other departmental and City personnel with administrative and office support functions; faxes materials to other agencies; maintains accurate records; maintains various log books; receives packages and opens and distributes mail.

12. Assists, provides information, and responds to questions and concerns from the general public, departmental staff, and other agencies in person and by telephone; answers and responds to calls on multiple phone lines; forwards calls to appropriate personnel; takes and provides phone messages.

13. Maintains records of false alarms; issues notices of chronic alarms and collects fines.

14. Types correspondence, reports, forms, and other confidential and specialized documents from drafts, notes, dictated tapes, or brief instructions; composes letters and other documents as necessary.

15. Live Scans all new City employees, and fills out necessary forms.

16. As needed, assists Dispatcher/Clerks with emergency and non-emergency calls, radio traffic, and entering calls for service.

17. Performs related duties as required.

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

Knowledge of:
- Modern office procedures, methods and equipment including computers.
- Law enforcement records management principles, procedures, techniques, and equipment.
- Basic police terminology.
- Public and agency desk procedures and methods for providing services and information including those related to collecting, maintaining, and releasing information, files, and documents.
- Pertinent federal, state, and local laws, codes, and regulations and department rules, policies, and procedures.
- Customer service principles and practices.
- Methods and techniques of proper phone etiquette.
- Computer applications such as word processing, spreadsheet, and database applications.
- Automated law enforcement information systems and procedures.
- Computer aided dispatch system.
- Principles and procedures of record keeping and filing.
- Mathematical principles.
- Basic principles of business letter writing and basic report preparation.
- English usage, spelling, grammar, and punctuation.

Ability to:
- Understand the organization, operation, and services of the City, the Police Department, and of outside agencies as necessary to assume assigned responsibilities.
- Understand, interpret, and apply general administrative and departmental policies and procedures.
- Perform a variety of law enforcement office support and clerical duties and activities of a general and specialized nature for the Police Department.
- Compile, maintain, process, and prepare a variety of records and reports.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone or in person.
- Exercise good judgment in maintaining critical and sensitive information, records, and reports.
Read, understand, and review documents for accuracy and relevant information.
Use applicable office terminology, forms, documents, and procedures in the course of the work.
Use sound judgment in following and applying appropriate laws, regulations, policies, and procedures.
Organize and prioritize work assignments.
Deal successfully with the public, in person and over the telephone.
Respond to and resolve difficult and sensitive citizen inquiries and complaints.
Courteously respond to community issues, concerns, and needs.
Understand and follow oral and written instructions.
Operate and use modern office equipment including a computer and various software packages.
Operate specialized automated law enforcement information systems including public safety computer systems to access and maintain data.
Use and operate communications equipment.
Type and enter data accurately at a speed necessary for successful job performance.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

**Education/Training:**
Equivalent to the completion of the twelfth grade.

**Experience:**
Two years of responsible clerical law enforcement work.

**License or Certificate:**
Possession of an appropriate, valid driver’s license. In addition, the Police Records Clerk / Dispatcher is required to possess a P.O.S.T. Public Safety Dispatcher’s Certificate.

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

**Environment:** Work is performed primarily in a standard office environment with extensive public contact and constant interruptions.

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

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

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

Date: January 2017
Ralph Andersen & Associates
Revised: March 2022
EXHIBIT B

CITY OF IRWINDALE

SENIOR CENTER MANAGER

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

SUMMARY DESCRIPTION
Under administrative direction, plans, organizes, manages, supervises, and evaluates senior recreation programs including classes, special events, and senior nutrition programs; operates senior center facilities on a year-round basis; and does related work as required.

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

1. Assumes management responsibility for assigned services and activities of the Senior Center including senior center programs, events, activities, and facilities.

2. Manages and participates in the development and implementation of goals, objectives, policies, and priorities for assigned facilities and programs of the senior center; evaluates program effectiveness and implements improvements to service delivery methods.

3. Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, within departmental policy, appropriate service and staffing levels.

4. Supervises the operation of programs and activities under area of responsibility; recommends new or improved programming as necessary.

5. Selects, trains, motivates, and evaluates full time staff, part-time staff, and volunteers; plans, organizes, and reviews the work of contractors; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.

6. Oversees the facilities and activities of the senior center; ensures that programs and activities are in compliance with applicable laws and regulations; coordinates facility and equipment maintenance and repairs; ensures that the site is maintained in a clean, safe, orderly, and secure condition.

7. Develops and administers the senior center budget; forecasts funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; recommends adjustments as necessary.

8. Coordinates community outreach programs and collaborates with representatives of other public, non-profit, and private organizations, including school districts and community groups.

9. Maintains kitchen facilities following Los Angeles County Public Health guidelines; ensures that staff adheres to food handling practices.

10. Serves as a liaison to various boards and commissions; prepares the Senior Association Club’s monthly agenda.

   Provides responsible staff assistance to the Public Services Director; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to programs, policies, and procedures as appropriate.

11. Prepares various reports and correspondence; prepares and presents staff reports and other necessary correspondence.
CITY OF IRWINDALE
Senior Center Manager (Continued)

12. Maintains senior center website and activity calendars.

13. Responds to and resolves difficult and sensitive inquiries and complaints from participants and the
general public.

14. Attends and participates in professional group meetings; stays abreast of new trends and innovations in
the field of community services.

15. May be required to drive van to deliver meals and transport seniors.

16. Performs related duties as required.

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

Knowledge of:
Principles and practices of program development, implementation, administration, and evaluation.
Operations, services, and activities of a senior center program.
Principles of supervision, training, and performance evaluation.
Principles and practices of budget preparation and control.
Principles and practices of record keeping and reporting.
Principles of business letter writing and basic report preparation.
Principles of supervision, training, and performance evaluation.
Techniques of public relations and customer service practices.
Standard program evaluation methods.
Methods and techniques of first aid and CPR.
Appropriate safety precautions and procedures within the area of assignment.
Modern office procedures, methods and equipment including computers and applicable software
applications.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:
Oversee and participate in the management of a comprehensive senior center services program.
Design, develop, and implement senior center programs suited to the needs of the community.
Oversee, direct, and coordinate the work of lower level staff.
Select, supervise, train, and evaluate staff.
Participate in the development and administration of division goals, objectives, and procedures.
Prepare and administer large program budgets.
Plan, supervise, coordinate, and evaluate a senior recreation program.
Analyze and evaluate community needs and work with community organizations to develop programs.
Interpret, apply, and explain policies, procedures, and regulations.
Maintain facilities in a clean, safe, and secure manner.
Prepare clear and concise reports and correspondence.
Oversee and participate in the maintenance of records.
Operate office equipment including computers and applicable software applications.
Respond to emergency situations and administer first aid or CPR as necessary.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.
**Education and Experience Guidelines** - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:**
A Bachelor’s degree from an accredited college or university with major course work in gerontology, human services, public administration, business administration, or related field.

**Experience:**
Five years of increasingly responsible experience administering a variety of leisure and social service programs, including two years of administrative and supervisory responsibility.

**License or Certificate:**
Possession of an appropriate, valid driver’s license.
Possession of certification in basic first aid and CPR.
Possession of, or ability to obtain a valid Food Handler Certificate within 30 days.

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

**Environment:** Work is performed primarily in a standard office and senior center environment; travel to different locations; incumbents may be required to work extended hours including evenings and weekends.

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

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

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

Date: November 2016
Revised: March 2022
Date: March 23, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Resolution No. 2022-26-3276 Excusing Teresa Ortiz from Parks & Recreation Commission Meetings

City Manager’s Recommendation:


Administrative Action:

Prepared / Submitted by: Laura Nieto, Chief Deputy City Clerk

Reviewed by: Adrian R. Guerra, City Attorney

Jeanette Duran, Interim Finance Director / City Treasurer

Approved by: Julian A. Miranda, City Manager
**Background and Analysis:**

Due to unforeseen circumstances, Parks & Recreation Commissioner Teresa Ortiz has been unable to attend the past three Parks & Recreation Commission meetings on February 2, 2022, March 2, 2022, and March 12, 2022. The last meeting attended being January 5, 2022.

Irwindale Municipal Code Section 2.28.020 (d) provides that unexcused absence from a majority portion of three successive meetings shall be deemed a resignation.

If Council concurs, it would be in order to make the finding that the absences of Parks & Recreation Commissioner Teresa Ortiz are excused from each Parks & Recreation Commission meeting between and including February 2, 2022, March 2, 2022, and March 12, 2022.

**Fiscal Impact:**

Parks & Recreation Commissioners receive a stipend in the amount of $175 per meeting attended, with a maximum of $175 per month. Commissioners who are excused from the meetings will not receive the stipend for the meetings not attended.

**Attachment:**

Proposed Resolution No. 2022-26-3276
RESOLUTION NO. 2022-26-3276

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
EXCUSING PARKS & RECREATION COMMISSIONER TERESA ORTIZ
FROM THE PARKS & RECREATION COMMISSION MEETINGS BETWEEN AND
INCLUDING FEBRUARY 2, 2022 AND MARCH 12, 2022

WHEREAS, the City Council of the City of Irwindale recognizes that unforeseen circumstances have prevented Parks & Recreation Commissioner Teresa Ortiz from attending the Parks & Recreation Commission meetings between and including February 2, 2022, March 2, 2022, and March 12, 2022; and

WHEREAS, the Irwindale Municipal Code Section 2.28.020 (d) provides that:

"Unexcused absence from a majority portion of three successive meetings shall be deemed a resignation," and

WHEREAS, by this Resolution, the City Council wishes to formally find that good cause exists for Parks & Recreation Commissioner Ortiz’s absences from the aforementioned meetings and excuse such absences.

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

1. Parks & Recreation Commissioner Teresa Ortiz has had good cause for being absent from each Parks & Recreation Commission meeting between and including February 2, 2022, March 2, 2022, and March 12, 2022, in light of the unforeseen circumstances she has experienced during such times.

2. The City Council hereby finds and determines that Parks & Recreation Commissioner Teresa Ortiz’s absences are excused for each Parks & Recreation Commission meeting between and including February 2, 2022, March 2, 2022, and March 12, 2022.

3. This resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 23rd day of March 2022.

__________________________
Larry G. Burrola, Mayor
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF IRWINDEALE  

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-26-3276 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of March 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC  
Chief Deputy City Clerk
Date: March 23, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Extension of Lease of City’s Water Production Rights for FY 2021/2022

City Manager’s Recommendation:

1) Approve the San Gabriel Valley Water Company’s proposal and lease the City’s 285.38 acre-feet of water production rights for FY 2021/2022; and
2) Authorize the City Manager to sign a one-year extension to the lease for the temporary assignment of the City’s water production rights.

Administrative Action:

Submitted & Prepared by:
Elizabeth Rodriguez, Public Services Director

Reviewed by:
Adrian R. Guerra, City Attorney
Jeanette Duran, Interim Finance Director/City Treasurer

Approved by:
Julian A. Miranda, City Manager

Background and Analysis:

1) The City of Irwindale ("City") does not need its 285.38-acre feet of water production rights for FY 2021/2022.
2) On February 25, 2021, staff issued a Notice to Bid to the following seven water companies:

<table>
<thead>
<tr>
<th>1. Canyon Water Company</th>
<th>5. San Gabriel Valley Water Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. California Domestic Water Company</td>
<td>6. Valley County Water District</td>
</tr>
<tr>
<td>4. City of Arcadia</td>
<td></td>
</tr>
</tbody>
</table>

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

4) On May 12, 2021, City Council awarded the lease of water rights to San Gabriel Valley Water Company for one year. However, in the Notice to Bid, it states the city reserves the right to extend the lease of water rights to the Lessee for two (2), twelve (12) month periods with approval from the City Council.

5) On March 8, 2022, the city received a letter from the San Gabriel Water Company requesting to extend the lease for Fiscal Year 2021/2022 at 90% of the cyclic storage rate of $902 per acre-feet, which is $811.80 per acre-feet for a total of $231,671.48. This is the first of the two (2), twelve 12 month extensions. Staff is recommending that the temporary water lease be extended to San Gabriel Valley Water Company.

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

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

**Fiscal Impact:**
The one-year lease of the City's water production rights will result in $231,671.48 in revenues to the City's General Fund.

**Attachment(s):**
1. FY21/22 Lease of Water Rights Form
2. San Gabriel Valley Water Company Letter
FIRST EXTENSION OF TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, City of Irwindale (“Assignor”) does hereby assign and transfer to San Gabriel Valley Water Company (“Assignee”) commencing on July 1, 2021 and terminating June 30, 2022, on the following water right(s):

(Check the following appropriate category)

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


Said assignment is made upon condition that:

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

The total lease amount of $231,671.48 will be paid by San Gabriel Valley Water Company to the City of Irwindale within 30 days from the Main San Gabriel Basin Watermaster’s approval of the lease agreement. Through the first Temporary Assignment and Lease Agreement entered into by the Parties on May 12, 2021, the City reserved the right to extend the lease of water rights to the Lessee for two (2), twelve (12) month periods with approval from City Council at the rate of 90% of the Upper San Gabriel Valley Municipal Water District’s replenishment rates for FY21/22 and FY22/23. Through this First Extension, the City is exercising the first of the two (2), twelve (12) month extensions.

Dated: ________________

ASSIGNEE
San Gabriel Valley Water Company
Robert W. Nicholson, President

Dated: ________________

ASSIGNOR
City of Irwindale
Julian A. Miranda, City Manager

Signature

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

M. L. Whitehead
P.O. Box 6010/11142 Garvey Avenue
El Monte, CA 91734-2020
Tel. No.: 626/448-6183

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

Julian A. Miranda, City Manager
5050 N. Irwindale Avenue
Irwindale, CA 91706
Tel. No.: 626/430-2217

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

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

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

01005.00011776767.1
March 8, 2022

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

Subject: Lease of Production Right Fiscal Year 2021-2022

Dear Ms. Rodriguez:

San Gabriel Valley Water Company (“San Gabriel”) is interested in leasing the City of Irwindale’s (“City”) 285.38 acre-feet (“AF”) of fiscal year (“FY”) 2021-2022 Production Right in the Main San Gabriel Basin.

The consideration to be paid per AF by San Gabriel would be 90% of the cost that the Main San Gabriel Basin Watermaster (“Watermaster”) charges for cyclic storage purchases to offset replacement water obligations for FY 2021-2022.

Watermaster has set the cyclic storage rate at $902 per AF for FY 2021-2022. Therefore, the cost of the leased water would be $811.80/AF computed as follows: $902/AF x 90% = $811.80/AF. San Gabriel would pay the City $231,671.48 within thirty (30) days of Watermaster acknowledgement of the lease.

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

Very truly yours,

[Signature]

Dan Arrighi  
Water Resources Manger

DA:ss  
Enclosures
TEMPORARY ASSIGNMENT OR LEASE OF WATER RIGHT

For a valuable consideration, receipt of which is hereby acknowledged, City of Irwindale ("Assignor") does hereby assign and transfer to San Gabriel Valley Water Company ("Assignee"), commencing on July 1, 2020.

Signor for San Gabriel Valley Water Company will be:

Robert W. Nicholson
President

San Gabriel's Designee to the Judgment is:

M.L. Whitehead

Dated: 5-12-21

ASSIGNEE
San Gabriel Valley Water Company
Dan Arrighi, Water Resources Manager
Signature
Name of Designee (of Assignee) to receive service of Processes and Notices:
M. L. Whitehead
Dan Arrighi, Water Resources Manager
P.O. Box 6010/11142 Garvey Avenue
El Monte, CA 91734-2020
Tel. No.: 626/448-6183

Dated: 5/10/2021

ASSIGNOR
City of Irwindale
William K. Tam, City Manager
Signature
Name of Designee (of Assignor) to receive service of Processes and Notices:
William K. Tam, City Manager
5050 N. Irwindale Avenue
Irwindale, CA 91706
Tel. No.: 626/430-2217

To be executed by both Assignee and Assignor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Assignor and a map of the service area where the water is intended to be used by the Assignee. (Have the appropriate individual(s) or corporate attached acknowledges completed as part of the temporary transfer.)

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER WITHIN 15 DAYS OF EXECUTION (To be accompanied by completed "Stipulation Re Intervention After Judgement" if Assignee is not a party to the Judgement)
Date: March 23, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Irwindale Chamber of Commerce Services and Lease Agreements

City Manager's Recommendation:

It is recommended that the City Council approve and authorize the City Manager to execute the following:

1) Services agreement between the City of Irwindale and the Irwindale Chamber of Commerce retroactive to October 1, 2021.

2) Lease Agreement between the City of Irwindale and the Irwindale Chamber of Commerce commencing on April 1, 2022.

Administrative Action:

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

Prepared by:
Iris Espino, Assistant to the City Manager

Reviewed by:
Adrian Guerra, City Attorney
Jeanette Duran, Interim Finance Director / City Treasurer

Electronically Approved
Background and Analysis:

Since 2008, the Irwindale Chamber of Commerce ("Chamber"), through a Services Agreement with the City of Irwindale ("City"), has provided services to the City and businesses who are Chamber members. They have proven to be an invaluable resource to the business community and an outstanding partner with the City.

The current Services Agreement provides an instrument by which both parties can identify their respective roles and expectations in consideration of the financial assistance provided to the Chamber by the City. The last Services Agreement expired on September 30, 2021. However, the Chamber continued to honor the agreement and provide services to the City while negotiating upon the terms of a new agreement. Services Agreement is a 21-month term, beginning October 1, 2021, and ending June 30, 2023. The total contract amount is $52,500, which is a sum of a prorated annual amount of $22,500 for FY 2021-2022 and an annual amount of $30,000 for FY 2022-2023.

In addition, the City entered into a Lease Agreement with the Irwindale Chamber on July 1, 2015, as amended by the First, Second, and Third Agreements. As of the Lease Date, the original lease was terminated on September 30, 2021, and the Tenant remained in possession on a holdover basis and paid a monthly rent of $400 to the City pursuant to the original lease until the effective date of this Lease. The $400 lease rate was a reduced amount at the request of the Chamber in an effort to provide assistance during the COVID-19 pandemic.

It is the Chamber's desire to continue to lease the building from the City while co-sharing the conference room with City staff. As such, the City retained R. P. Laurain & Associates to conduct a rental value study ("Study") to determine the fair market rental value for the Property. Per the Study, the new monthly lease amount will be $1,556.35 which is determined on the occupied and shared space and shall be adjusted annually per the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average for the month of April. This Lease will be entered as of April 1, 2022, and terminates on June 30, 2023, with an option to extend for two (2) additional terms each of two (2) years.

It is therefore recommended that the City Council approve and authorize the City Manager to execute the Lease Agreement and Services Agreement with the Irwindale Chamber of Commerce.
**Fiscal Impact:**

There will be an approximate increase of $17,345.25 to the general fund in approving the proposed Lease Agreement between the City and the Chamber. FY 2021-2022 budget already reflects the expenditure compensation and FY 2022-2023 Budget will reflect the expenditure compensation from the City to the Chamber for the Services Agreement.

**Attachment(s)**
- Lease Agreement with the Irwindale Chamber of Commerce
- Services Agreement with the Irwindale Chamber of Commerce
AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
THE IRWINDALE CHAMBER OF COMMERCE

This AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is retroactively made and entered into on the 1st day of October, 2021 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation (“City”) and THE IRWINDALE CHAMBER OF COMMERCE, a California non-profit organization (herein "CHAMBER"). City and Chamber 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 CHAMBER

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

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

1.3 Licenses, Permits, Fees and Assessments. Chamber 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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Chamber shall be compensated in accordance with Section 2.2 of this Agreement, but not exceeding the maximum contract amount of Fifty-Two Thousand and Five Hundred, Dollars ($52,500) (“Contract Sum”) which is a total sum of a prorated annual amount of $22,500 for Fiscal Year 2021-2022 and an annual amount of $30,000 for Fiscal Year 2022-2023.

2.2 Invoices. Within 30 days of the Parties’ execution of this Agreement, Chamber shall furnish to City an original invoice for two equal installments of $7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) for the prorated invoices for all work performed and expenses incurred during the preceding period of October 2021 and January 2022. On the first business day of April 2022, July 2022, October 2022, January 2023, and April 2023, Chamber shall furnish City an original invoice equal to, but in no event shall exceed, $7,500 (Seven Thousand Five Hundred Dollars and Zero Cents) for all work performed and expenses incurred during the preceding period in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Chamber 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. Chamber shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Chamber 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 Chamber which are disputed by City, City will use its best efforts to cause Chamber to be paid within forty five (45) days of receipt of Chamber’s correct and undisputed invoice; however, Chamber 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 Chamber for correction and resubmission. Review and payment by the City of any invoice provided by the Chamber 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 Chamber, 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 Chamber. 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. The last Services Agreement expired on September 30, 2021. However, the Chamber continued to honor the agreement and provide services to the City while negotiating upon the terms of a new agreement. Chamber shall continue to provide the services pursuant to this Agreement, beginning and retroactive to October 1, 2021, and ending June 30, 2023.

3.3 Force Majeure. The time period(s) specified in Section 3.2 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 Chamber, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Chamber 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 Chamber be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Chamber’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 begin October 1, 2021, and continue in full force and effect through June 20, 2023.

4. COORDINATION OF WORK

4.1 Representative of Chamber. The President and CEO is hereby designated as being the representative of Chamber 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 Chamber and any authorized agents shall be under the exclusive direction of the representative of Chamber. Chamber shall utilize only competent personnel to perform services pursuant to this Agreement. Chamber shall make every reasonable effort to maintain the stability and continuity of Chamber’s staff and subcontractors, and shall keep City informed of any changes.

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

4.3 Prohibition Against Subcontracting or Assignment. Chamber 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 Chamber. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Chamber, its agents or employees, perform the services required herein, except as otherwise set forth. Chamber shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Chamber 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 Chamber 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 Chamber 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 Chamber 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 Chamber’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 Chamber’s services or the termination of this Agreement. During this additional 5-year period, Chamber shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) **Subcontractors.** Chamber 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 Chamber’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 Chamber 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 Chamber 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, Chamber 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 Chamber, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Chamber is legally liable (“indemnitors”), or arising from Chamber’s or indemnitors’ reckless or willful misconduct, or arising from Chamber’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 Chamber and shall survive termination of this Agreement.

6. **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 **Records.** Chamber 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.** Chamber 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 Chamber in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Chamber. Chamber 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) Chamber 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 Chamber gives the City notice of such
court order or subpoena.

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

(d) Chamber shall promptly notify the City should Chamber 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 Chamber or be present at any deposition, hearing or
similar proceeding. Chamber agrees to cooperate fully with the City and to provide the City with
the opportunity to review any response to discovery requests provided by Chamber.

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 Chamber 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 Chamber 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, Chamber 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 Chamber is in default under the terms
of this Agreement, the City shall not have any obligation or duty to continue compensating
Chamber for any work performed after the date of default. Instead, the City may give notice to
Chamber of the default and the reasons for the default. The notice shall include the timeframe in
which Chamber may cure the default. This timeframe is presumptively thirty (30) days, but may
be extended, if circumstances warrant. During the period of time that Chamber is in default, the
City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Chamber 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, Chamber 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 Chamber, except that where termination is due to the fault of the Chamber, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Chamber 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 Chamber may determine. Upon receipt of any notice of termination, Chamber shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Chamber has initiated termination, the Chamber shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Chamber has initiated termination, the Chamber 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 Chamber. If termination is due to the failure of the Chamber 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 Chamber 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 Chamber 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. Chamber 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. Chamber 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 Chamber, 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 Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

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

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

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

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

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

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

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

8.10 Warranty & Representation of Non-Collusion. No official, officer, or
employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any
official, officer, or employee of City participate in any decision relating to this Agreement which
may affect his/her financial interest or the financial interest of any corporation, partnership, or
association in which (s)he is directly or indirectly interested, or in violation of any corporation,
partnership, or association in which (s)he is directly or indirectly interested, or in violation of any
State or municipal statute or regulation. The determination of “financial interest” shall be
consistent with State law and shall not include interests found to be “remote” or “noninterests”
pursuant to Government Code Sections 1091 or 1091.5. Chamber 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. Chamber 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. Chamber 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.

Chamber’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

ATTEST:

Julian A. Miranda, City Manager

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CHAMBER:

By: ______________ 
Name: Rosemary Luna
Title: Chair of the Board

By: ______________ 
Name: Nicole J. Shahenian
Title: President/CEO
Address: 16102 Arrow Highway
Irwindale, CA 91706

Two corporate officer signatures required when Chamber 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. CHAMBER'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 CHAMBER'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.

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

01005.0001/776629.2
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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.

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

SIGNER(S) OTHER THAN NAMED ABOVE
EXHIBIT “A”
SCOPE OF SERVICES

The CHAMBER shall be responsible for providing the following:

1. **Cornerstone Club Member**

   Recognize CITY as a Cornerstone Club Member at the highest level, receiving all consideration, benefits, sponsorship and advertising opportunities which inure to the benefit of Cornerstone Club members.

2. **Economic Vitality**

   A. Serve as information bureau to its members and new businesses by properly communicating CITY information. The information bureau shall serve the business and residential community.

   B. Answer inquiries concerning community facilities and services, and refer callers to appropriate CITY departments.

   C. Assist the CITY in the attraction, retention, and expansion of business in Irwindale through collaboration with the Economic Development Division, which shall reach out to businesses and offer workshops and assistance to the business community.

3. **Promoting the Community**

   A. Coordinate an annual Meet the Mayor Breakfast or Reception.

   B. Maintain an up-to-date website with pertinent community information with links to CITY’s website.

   C. Promote the City activities, events, and initiatives via all of the Chamber’s Social Media Network(s).

   D. Participate in community business expo event(s).

4. **Community Activities**

   A. Work with CITY in co-sponsoring agreed-upon community activities and be responsible for publicizing CITY and/or CHAMBER-sponsored activities.

      i. Promote CITY events by providing a link on the CHAMBER website to the CITY website.

   B. Showcase CITY dignitaries, employees, and Young citizens at CHAMBER events.
i. Annual Golf Tournament

a. Provide CITY up to three (3) complimentary golf foursomes.

b. Recognize CITY as co-partner in event promotion. It is understood said co-partnership does not constitute any additional commitment of funds from CITY beyond those in Section 3.1 of this Agreement.

c. Provide a gift card for up to $250 to be given as a prize by the City during the Tournament.

ii. Annual Installation Dinner

a. Invite Mayor to preside over the swearing-in ceremony for the Board of Directors.

b. Invite City Council to participate in ceremonial roles.

c. Recognize CITY as co-partner in event promotion. It is understood said co-partnership does not constitute any additional commitment of funds from CITY beyond those in Section 3.1 of this Agreement.

d. Provide CITY up to two (2) complimentary tables.

5. City Representation at Chamber Functions

Provide CITY with 24 complimentary seats during the term of this Agreement at events, breakfasts, or mixers.

Provide CITY with one (1) complimentary table at Chamber luncheons throughout each year of this Agreement.

6. Education Programs

At CHAMBER’s discretion, CHAMBER may disseminate information to the business community of pending Federal, State, and City legislative actions that may impact the community, its citizens, and businesses.

7. Quarterly Report

Present a written and verbal report to the CITY quarterly, at a City Council meeting, summarizing the current activities in compliance with the requirements of this Agreement.

8. Strategic Business Plan
Submit a Strategic Business Plan to the City Council annually by the last business day of March for review and comment.

9. Funding Process

On April 1 of each year during the term of this Agreement, CHAMBER shall submit a recap of CHAMBER activities conducted during the previous fiscal year. The funding required shall be considered by the City Council in its annual budget development process.

10. Audit

At all times during the term of this Agreement, CHAMBER shall permit a designated CITY representative to examine the financial records of the CHAMBER and make such records available for examination during normal business hours.

11. City Assistance

In order to carry out some programs and activities called for in this Agreement, it may be necessary for the CITY to provide assistance to CHAMBER. Such activities may include E-Waste Collection and Fall Forum. Upon completion of established application procedures (or in written form if no application procedure exists), availability and approval by CITY, as its sole discretion, may provide CHAMBER with facilities, personnel and other assistance CITY deems fit. It is understood there will be no charge to CHAMBER for this assistance.
LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered as of April 1, 2022 ("Lease Date"), by and between the City of Irwindale, a municipal corporation ("City") and the Irwindale Chamber of Commerce, Inc., a California corporation ("Tenant").

RECITALS:

A. City owns that certain real property located at 16102 E. Arrow Highway, in the City of Irwindale, State of California legally described on Exhibit A attached hereto ("Property") which is improved with a building ("Building").

B. City and Tenant previously entered into that certain Lease Agreement dated July 1, 2015 as amended by (i) that certain First Amendment to Lease Agreement and that certain letter dated July 25, 2018; (ii) that certain Second Amendment to Lease Agreement dated July 1, 2020; and (iii) that certain Third Amendment to Lease Agreement dated July 1, 2021 ("Original Lease") whereby Tenant leased approximately One Thousand Seven Hundred Thirty-One (1,731) square feet within the Building which space consists of the exclusive use of the area on the first floor consisting of two (2) office spaces, one (1) reception area, one (1) conference room, (1) storage room and (1) closet located upstairs next to the elevator, as more particularly described/depicted in the drawing attached hereto as Exhibit B (collectively, "Lease Premises").

C. As of the Lease Date, the term of the Original Lease ended on September 30, 2021 and Tenant remained in possession on a holdover basis and paid rent to the City pursuant to the Original Lease until the Effective Date of this Lease.

D. Concurrently with this Lease, the parties have executed that certain Services Agreement ("Services Agreement").

E. The parties desire to enter into this Lease for Tenant to continue to lease the Lease Premises pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises of the parties hereafter set forth, City and Tenant do hereby agree as follows:
1. **Lease Premises.**

A. **Lease of Premises.** As of the Effective Date (as defined in Section 1.C below), subject to the terms and conditions of this Lease, City agrees to continue to lease to Tenant and Tenant agrees to continue to lease from City the Lease Premises together with the non-exclusive right to the common areas in the Building ("Common Areas") including the courtyard, stairs, elevator and restrooms (collectively the "Premises"). Tenant covenants, as a material part of the consideration for this Lease, to keep and perform each and every term, covenant and condition of this Lease. Tenant acknowledges that Tenant is in possession of the Premises as of the Lease Date and confirms that it has accepted same in AS-IS condition without representation or warranty from the City.

B. **Shared Space.** As noted on Exhibit B, the conference room ("Shared Space") shall be shared by Landlord and Tenant. The parties shall reasonably cooperate to establish in writing to set procedures for the joint use of the Shared Space.

C. **Possession.** Tenant is and shall remain in possession of the Lease Premises.

D. **Effective Date:** This Lease shall be effective upon execution by both the parties ("Effective Date"). As of the Effective Date, this Lease shall supersede the Original Lease although all indemnity obligations under the Original Lease shall remain in full force and effect. An executed copy of this Lease may be recorded by City in the Official Records of Los Angeles County.

E. **Mandatory Disclosure.** Pursuant to California Civil Code Section 1938, City provides the following statutory notice to Tenant:

"A Certified Access Specialist (CASp) can inspect the subject Leased Premises and determine whether the subject Leased Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Leased Premises, the commercial Leased Premises owner or City may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject Leased Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Leased Premises."

City advises Tenant that the Leased Premises has not gone through CASp Inspection.
2. **Term.** Unless earlier terminated in accordance with the terms of this Lease (including Section 28), the term of this Lease shall commence as of the Effective Date and terminate on June 30, 2023 ("Term").

Tenant may request and City may grant (in its sole discretion) extensions of this Lease for two (2) additional terms each of two (2) years. Any request by Tenant to extend the Term must be in writing and delivered to the City Manager no later than ninety (90) days prior to the expiration of the then existing Term. If the City agrees in writing to grant such extension, the rental rate shall be mutually agreed to in writing by the parties.

3. **Rent.**

   **A. Base Rent.** During the Term of this Lease, Tenant shall pay rent, without prior notice or demand by City, the sum of One Thousand Two Hundred and Eighteen Dollars and Seventy-Eight Cents ($1,556.35) ("Base Rent") per month commencing on the Effective Date through June 30, 2022 subject to increases pursuant to Section 3.B.

   **B. Annual Adjustments.** Effective July 1, 2022, and each July 1st thereafter, during the Term, a new monthly Base Rent shall be determined by City and thereafter paid by Tenant, in accordance with the following. For the purpose of this adjustment, the basic index to be used for adjusting the rent shall be the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers U.S. City Average published by the U.S. Department of Labor, Bureau of Labor Statistics, for the month of or nearest April 1st of each year. Effective each July 1st during the term of this Lease, the monthly rental shall be increased by the sum of the percentage as the increase in the CPI from the prior year to the current year, but not more than three percent (3%). If the foregoing index is, at any time, no longer available, then a comparable economic indicator shall be used to determine the annual rent adjustment.

   **C. Miscellaneous.** All Rent shall be paid in advance, on or before the first day of each calendar month during the Term of this Lease. Rent for any period during the Term which is less than one (1) month shall be prorated, assuming a thirty (30) day month. Rent shall be paid in advance to City, without notice, demand, deduction or offset, in lawful money of the United States of America, at 5050 N. Irwindale Avenue, Irwindale, California 91706, or at such other place as City may designate in writing. All monetary obligations of Tenant under this Lease shall be deemed "Rent" for purposes of this Lease.

4. **Security Deposit.** The parties acknowledge that City is in possession of a security deposit under the Original Lease in the amount of One Thousand Seven Hundred Dollars ($1,700) ("Security Deposit") which City shall continue to hold pursuant to the terms of this Lease. The Security Deposit may be deposited in Landlord's general accounts and Landlord shall not be obligated to pay interest on the Security Deposit. Upon termination of this Lease, if Tenant is not in breach or default of this Lease, the Security
Deposit shall be returned to Tenant without interest. In the event that any amount payable by Tenant under this Lease is not paid when due or after demand, if required, City shall have the right to use the Security Deposit to cover such amounts. In the event any portion of the Security Deposit is offset by City, Tenant shall, upon written demand from City, promptly deliver to City the amount necessary to return the Security Deposit to the sum specified above.

5. Use. Tenant shall use the Premises as a meeting hall and professional office for the conduct of the services provided by the Irwindale Chamber of Commerce, using only the necessary and available parking spaces, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of City. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other parties or injure or annoy them or use or allow or permit the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in or about the Premises, or commit or suffer to be committed any waste in or upon the Premises. Tenant shall not do or permit anything to be done in or about the Premises, nor bring or keep anything therein, which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises, or part thereof, or the contents of the Premises, or cause cancellation of any insurance policy covering the Premises, or part thereof, or its contents.

Provided that Tenant adheres to the normal application process (including insurance requirements, if applicable) and the requested facility is available for the date and time requested, Tenant may use the Community Center and other City facilities that are routinely and customarily available for rent to the public as needed for Tenant’s Chamber events with the fees waived to the extent permitted by law.

6. Compliance with Law. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or other governmental rule or regulation now in force or which may hereinafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and other governmental rules, regulations or requirements now in force or which may hereinafter be enacted or promulgated, relating to, or affecting Tenant’s use or occupancy of the Premises. The judgment of a court of competent jurisdiction or the admission by Tenant in any action against Tenant, whether City be a party thereto or not, that Tenant has violated any law, statute, ordinance or any other governmental rule or regulation shall be conclusive of that fact as between City and Tenant.

7. Fixtures. All trade fixtures and/or temporary facilities installed or placed on the Premises by Tenant may be removed by Tenant at any time during the term of this Lease so long as the same may be removed without permanent damage to the Lease Premises. Tenant shall repair all damage which may result therefrom to the reasonable satisfaction of City. Tenant may not install any improvements or trade fixtures in the Common Area without the prior written consent of City.
8. **Alterations and Additions.**

A. **By Tenant.** Tenant shall not make or suffer to be made any alterations, additions or improvements in or to or about the Premises or any part thereof without the prior written consent of City. Any alterations, additions or improvements in, to or about the Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting Tenant’s movable furniture and trade fixtures, shall, on the expiration of the Term, and any extensions thereof, become a part of the realty and belong to City and shall be surrendered with the Premises. Tenant may make alterations, additions or improvements to the Premises by Tenant provided that (i) Tenant provides written notice to City indicating in reasonable detail the specific improvements and alternations with a cost estimate and time frame; (ii) City approves same in writing; (iii) such improvements are made at Tenant’s sole cost and expense, and (iv) Tenant shall provide a completion and payment bond (in accordance with Section 35), use a licensed California contractor, obtain all applicable permits, secure builder’s risk insurance coverage which names Landlord as an additional insured, comply with applicable laws (including prevailing wage and bonding for public projects if applicable) and promptly pay for all the work so that no lien is made against the Premises. Upon the expiration or sooner termination of the Term, and any extension thereof, Tenant shall, upon written demand by City provided to Tenant within twenty (20) days after the termination of the Lease, at Tenant’s sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by Tenant, designated by City to be removed, and Tenant shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

B. **By Landlord.** Within six (6) months after the Effective Date, Landlord agrees to make the following improvements to the Lease Premises at its cost: repaint the Lease Premises, install new carpet and install new window blinds ("Landlord Improvements"). Landlord shall work with Tenant as to the timing of the Landlord Improvements. Landlord has no obligation to make any other improvements to the Lease Premises excepts as otherwise specified in this Lease.

9. **Repairs and Maintenance.** Tenant shall, at Tenant’s sole cost and expense, maintain Lease Premises in good condition and repair to the reasonable satisfaction of City. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Lease Premises to City in good condition and repair.

10. **Physical Condition of Lease Premises; Waiver.**

A. **Continued Possession.** Tenant has been in possession of the Lease Premises under the Original Lease and therefore, Tenant acknowledges that the Lease Premises are in good sanitary order, condition and repair and Tenant acknowledges that accepts same in "AS-IS" condition except for the Landlord
Improvements specified in Section 8.B. Tenant shall, at Tenant’s sole cost and expense, keep the Lease Premises in good condition and repair. Tenant’s responsibility regarding the plumbing serving the Lease Premises is to inform the City upon discovering any leaks or other malfunctions thereto and City shall be responsible for repair of same except if such occurrence is the result of the negligence or misconduct of Tenant or its officers, employees agents, or invitees. Tenant shall, upon the expiration or sooner termination of this Lease, surrender the Lease Premises to City in good condition and repair in accordance with Section 8. Should Tenant fail to vacate the Lease Premises in a clean and undamaged condition as required by Section 11, City may arrange for the cleaning and/or repair of the Lease Premises, the cost of which may be deducted from the Security Deposit or otherwise promptly reimbursed by Tenant. Tenant shall not be responsible for maintenance, repairs or upgrades to the electrical systems, alarm systems, HVAC, roofing or to the exterior of the Building where the Lease Premises is located, unless the condition requiring maintenance, repair or upgrade is caused by Tenant, its officers, employees agents, or invitees. Tenant is responsible for the interior of the Lease Premises including doors, windows and plate glass. City’s obligations to repair under this Section 10.A. shall only commence a reasonable time after receipt of written notice from Tenant specifying in reasonable detail the problem.

B. No Obligation of City. City shall have no obligation whatsoever to alter, improve or repair the Lease Premises, or any part thereof except as specifically set forth in Section 10.A. Tenant is taking the Lease Premises in an "AS-IS" condition and the parties hereto affirm that City has made no representations to Tenant respecting the condition of the Lease Premises. City shall not be liable for any failure to make any repairs, or to perform any maintenance, except as specifically provided herein. Except as may otherwise be provided herein, there shall be no abatement of Rent and no liability of City by reason of any injury to or interference with Tenant’s business arising from the making of any repairs, alterations or improvements in or to any portion of the Lease Premises or in or to any fixtures, appurtenances and equipment therein. Tenant hereby specifically waives the right to make repairs at City’s expense under any law, statute or ordinance now or hereafter in effect.

C. AS-IS. Tenant accepted and continues to accept possession of the Lease Premises, in an “AS-IS” physical condition with no warranty, express or implied, by City as to the condition of the structure(s) thereon, or any other improvements, the presence of known or unknown faults, its suitability for the use intended by the Tenant, or any similar matters. Except as specifically otherwise provided in this Lease, Tenant shall be solely responsible and obligated to investigate and correct, subject to the terms of this Lease, any adverse conditions caused by Tenant of any kind to the Lease Premises and to take such action as may be necessary to place the Lease Premises in a condition entirely suitable for the use intended by Tenant and agreed to by City as is set forth herein.

D. Waiver. Tenant hereby specifically waives any rights Tenant may have against City with regard to the condition of the Premises, including, but not limited
to, the structure(s) thereon or any other improvements, soils, toxic or hazardous materials, mold, geologic constraints and faults. Tenant also further agrees to indemnify and hold harmless City from and against any and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, cost and expenses (including without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses and accountants) and all foreseeable and unforeseeable consequential damages which might arise or be asserted against City as a result of a claimed violation caused by Tenant of any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601 through 9657, inclusive; Transportation of Hazardous Materials and Wastes, 49 U.S.C. App. §§ 1801 through 1813, inclusive; the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901 through 6992, inclusive; 40 C.F.R. Parts 260.1, et seq.; the California Hazardous Substance Account Act, California Health and Safety Code §§ 25501 (o) and (p) and 25501.1, inclusive; the California Hazardous Waste Control Act, California Health and Safety Code §§ 25100 through 25249, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000 through 13999.16, inclusive; and the Underground Storage of Hazardous Materials, California Health and Safety Code §§ 25280, et seq., inclusive, all as the same may be amended from time to time, relating to the environment or to any hazardous substance, activity or material connected with the condition of the Premises. This indemnity shall survive the expiration or termination of this Lease as to activities taking place or occurring on or about the Premises prior to such expiration or termination.

11. **Rent Obligation.** Tenant shall be solely liable for all Rent accrued during the Term, and any extensions thereof, and including during any period of repair of such damage of the Lease Premises.

12. **Personal Property Left on the Lease Premises.** In the event that personal property is left at the Lease Premises after termination of this Lease, City shall have the right to sell, destroy or otherwise dispose of any personal property left on the Lease Premises without notice or compensation to Tenant.

13. **Utilities.** City shall pay the cost of any and all water, electrical, gas or other utility services including alarm systems, pest control to the Lease Premises excepting telephone, e-mail or other web services delivered to the Lease Premises during the Term, and any extensions thereof. Tenant shall be responsible for the payment of all services related to telephone, email or other internet services. Tenant shall request that the telephone and any email or other internet services providers designate Tenant as the responsible party for payment of said bills for the Lease Premises. Any maintenance or other costs associated with any of the utilities not supplied by City shall be at the Tenant’s sole cost and expense; provided that Tenant shall not be responsible for any Tenant shall not be responsible for any required upgrades or repair of damages to such utilities not caused by, or resulting from, actions of Tenant.
14. **Claims Against Lease Premises.** Tenant shall not suffer or permit to be enforced against the Lease Premises, or any part thereof, any mechanic’s, materialman’s, contractor’s or subcontractor’s liens arising from any claim for any work of construction, repair, restoration, replacement or improvement of or to the Lease Premises or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid any and all such claims or demands before any action is brought to enforce the same against the Lease Premises. Tenant agrees to indemnify and hold City and the Lease Premises free and harmless of all liability for any and all such claims and demands, together with City’s reasonable attorneys’ fees and all costs and expenses in connection therewith.

15. **Taxes.**

A. **Mandatory Disclosure.** Notice is hereby given to Tenant pursuant to California Revenue and Taxation Code Section 107.6 and Health and Safety Code Section 33673 that the interest of Tenant created in the Premises pursuant to this Lease may be subject to real property taxation and accordingly Tenant may be subject to the payment of real property taxes levied on said possessory interest.

B. **Tenant’s Obligations.** Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant’s possessory interest in and to the Premises, leasehold improvements, equipment, furniture fixtures and personal property located in or about the Premises. Tenant specifically acknowledges that the interest granted under this Lease may be subject to possessory interest taxes. Tenant agrees that, without prior demand or notice by City, Tenant shall, not less than fifteen (15) days prior to the day upon which any such possessory interest or other such tax is due, provide City with proof of payment of such tax.

16. **Rules and Regulations.** Tenant shall faithfully observe and comply with all the rules and regulations promulgated by the City. City reserves the right, from time to time, to make reasonable modifications to said rules and regulations. Any additions and modifications to those rules and regulations shall be binding upon Tenant upon delivery of a copy thereof to Tenant.

17. **Holding Over.** If Tenant remains in possession of the Lease Premises, or any part thereof, after the expiration of the Term, or any extensions granted by the City pursuant to Section 2, such occupancy shall be a tenancy from month-to-month, cancelable upon thirty (30) days written notice upon the terms and conditions that existed during the last year of the Term.

18. **Entry by City.** Tenant hereby agrees that representatives of the City, as designated by City Manger, shall, during normal business hours (except in the event of an emergency), have the right to enter the Lease Premises and inspect the same to determine if the same complies with each and every term and condition of this Lease and with all applicable City, County, State and Federal laws, rules, ordinances and regulations.
relating to building occupancy and the conduct of Tenant’s business. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant’s business, any loss of occupancy or quiet enjoyment of the Lease Premises, and any loss occasioned thereby. For each of the aforementioned purposes, City shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Lease Premises, excluding Tenant’s vaults, safes and files, and City shall have the right to use any and all means which City may deem proper to open said doors in an emergency in order to obtain entry to the Lease Premises without liability to Tenant, except for any failure to exercise due care for Tenant’s property. Any entry to the Lease Premises obtained by City by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Lease Premises, or an eviction of Tenant from the Lease Premises or any portion thereof.

19. **Damage.** In the event the Premises are destroyed or damaged by fire or other casualty or act of God as to be rendered uninhabitable, this Lease may be terminated by City in its sole discretion upon written notice to Tenant within thirty (30) days of such occurrence. If the Lease is not terminated by City, Tenant shall be responsible to repair the damage to the Premises and City shall be responsible to repair any damage to the Building or Common Areas unless such was caused by Tenant or its employees, agents or invitees in which event Tenant shall, at its sole cost and expense repair the damage.

20. **Eminent Domain.** If more than twenty-five percent (25%) of the Lease Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right, at its option, to terminate this Lease, and City shall be entitled to any and all income, Rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant shall have no claim for the value of any unexpired term of this Lease. However, Tenant may make a claim against the condemning agency for relocation costs. If either less than or more than twenty-five percent (25%) of the Lease Premises is taken, and neither party elects to terminate as herein provided, the rental thereafter to be paid shall be equitably reduced effective upon the actual taking.

21. **Offset Statement.** Tenant shall, at any time and from time to time, upon not less than ten (10) days’ prior written notice from City, execute, acknowledge and deliver to City a statement in writing (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and (b) acknowledging that there are not, to Tenant’s knowledge, any uncured defaults on the part of City hereunder, or specifying such defaults on the part of City hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of which the Lease Premises are a part.

22. **Assignment and Subletting.** Tenant shall not assign or transfer this Lease or any right hereunder to any other party or parties, nor shall Tenant sublet all or any portion of the Lease Premises without first obtaining the written consent of City. Any transfer, assignment or subletting of the Premises without such prior written consent shall
be void for all purposes and City may, at its option, declare a forfeiture of the same in any manner provided by law. Consent to any such transfer, assignment or subletting shall be at City’s sole discretion and City is not required hereunder to consent to any such proposed transfer, assignment or subletting of the Premises.

23. **Indemnification.** Tenant shall defend, indemnify, and hold City harmless from, and reimburse City for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of the Premises in connection with or related to, the use by Tenant or any third party (including officers, directors, employees and invitees) of the Lease Premises or any facilities located thereon in connection with the business being conducted by Tenant. In addition, Tenant shall defend, indemnify, and hold City harmless from any breach or default in the performance of any obligation to be performed by Tenant under this Lease; any violation of governmental law or regulation, or any intentional misconduct or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, regardless of whether such intentional misconduct or negligence was active or passive.

In the event of the occurrence of any event which is an indemnifiable event pursuant to this Section, Tenant shall notify City promptly and, if such event involves the claim of any third person, Tenant shall assume all expenses with respect to, the defense, settlement, adjustment, or compromise of any claim. Provided that City may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, Tenant shall obtain the prior written approval of City, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. Tenant shall reimburse City or any third party (including officers, directors, and employees of the City) for any legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Lease. Notwithstanding the generality of the foregoing, the Tenant’s obligation to indemnify the City shall not extend to liability caused by the negligence or willful misconduct of the City, its officers, employees or agents on the Lease Premises, or events or activities conducted by City.

24. **Assumption of all Risks and Liabilities.** Tenant assumes all risks and liabilities arising out of any and all use of the Premises during the Term except as otherwise specified in this Lease.

25. **Insurance.** Tenant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City during the entire Term, and any extension thereof, the following policies of insurance:

A. **Personal Property Insurance.** Throughout the Term, and any extensions thereof, Tenant shall, at its sole cost and expense, maintain fire and extended coverage insurance written on a per occurrence basis on its trade fixtures, equipment, personal property and inventory within the Lease Premises from loss or damage to the extent of their full replacement value.

B. **Property Insurance.** Prior to commencement of construction of tenant improvements and betterments, or installation of equipment, Tenant shall obtain
and maintain insurance on tenant's improvements and betterments. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy.

C. Commercial General Liability Insurance. Throughout the term hereof, at Tenant's sole cost and expense, Tenant shall keep or cause to be kept in full force and effect, for the mutual benefit of City and tenant, comprehensive broad form commercial general public liability insurance with coverage at least a broad as Insurance Services Office form CG 00 01, in an amount not less than One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) general aggregate, for bodily injury, personal injury, and property damage arising from the use, occupancy, disuse, or condition of the Lease Premises, improvement, adjoining areas or ways, including without limitation, blanket contractual liability.

D. Worker's Compensation Insurance. If applicable, Tenant shall, at its sole cost and expense, maintain a policy of Worker's Compensation Insurance in such amount as will fully comply with the laws of the State of California.

E. Policy Form, Contents and Insurer. All insurance required by express provision of this Lease shall be carried only in responsible insurance companies licensed to do business in the State of California. All such policies shall contain language to the effect that: (1) the policies are primary and noncontributing with any insurance that may be carried by City; (2) they cannot be canceled or materially altered except after thirty (30) days' notice by the insurer to City; and (3) shall list City, its officers, agents and employees as additional insureds. The insurers shall waive all rights of contribution they may have against the City, its officers, employees and agents and their respective insurers. Prior to the commencement date of this Lease, Tenant shall provide City with certificates of insurance or appropriate insurance binders together with full copy of the policies evidencing the above insurance coverages written by insurance companies with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide. In the event any of said policies of insurance are cancelled or expire, Tenant shall, prior to the cancellation or expiration date, submit new evidence of insurance in conformance with this Section to the City. Tenant may effect for its own account any insurance not required under this Lease.

F. Failure to Maintain Insurance; Proof of Compliance. If Tenant fails or refuses to procure or maintain insurance required by this Lease, or fails or refuses to furnish City with required proof that the insurance has been procured and is in full force and paid for, City shall have the right but not the obligation, at City's election and on five (5) days' notice, to procure and maintain such insurance. The premiums paid by City shall be treated as added rent due from Tenant with interest at the rate of ten percent (10%) per year or the maximum allowable legal rate in effect in the State of California on the date when the premium is paid, whichever is higher, to be paid on the first day of the month following the date on which the premium was paid. City shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and
interest shall run from the day of the notice. Notwithstanding that City may secure
policies under this Section, the failure of Tenant to obtain and maintain insurance
under this Lease shall also constitute a material default by Tenant.

26. **Default.** The occurrence of any one or more of the following events shall
constitute a default and breach of this Lease by Tenant:

A. Vacating or abandonment of the Lease Premises by Tenant;

B. A default under the Services Agreement;

C. The failure by Tenant to make any payment of Rent or any other payment
required to be made by Tenant hereunder, as and when due, where such failure
shall continue for a period of three (3) days after written notice thereof by City to
Tenant;

D. Failure to provide the insurance in accordance with Section 25;

E. Subleasing or assignment in violation of Section 22;

F. A failure by Tenant to observe or perform any of the covenants, conditions or
provisions of this Lease to be observed or performed by Tenant, where such
failure shall continue for a period of twenty (20) days after written notice thereof by
City to Tenant; provided, however, that if the nature of the default involves such
that more than thirty (30) days are reasonably required for its cure, then Tenant
shall not be deemed to be in default if Tenant commences such cure within such
thirty (30) day period and thereafter diligently prosecutes said cure to completion;
or

G. The making by Tenant of any general assignment or general arrangement for
the benefit of creditors, or the filing by or against Tenant of a petition to have
Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under
any law relating to bankruptcy (unless, in the case of a petition filed against
Tenant, the same is dismissed within sixty (60) days); or the appointment of a
trustee or a receiver to take possession of substantially all of Tenant's assets
located in or about the Lease Premises or of Tenant's interest in this Lease, where
possession is not restored to Tenant within thirty (30) days; or the attachment,
execution or other judicial seizure of substantially all of Tenant's assets located in
or about the Lease Premises or of Tenant's interest in this Lease, where such
seizure is not discharged in thirty (30) days.

Any notice required to be given by City under this Section 26 shall be in lieu of and
not in addition to any notice required under Section 1161 of the California Code of
Civil Procedure.

27. **Remedies in Default.** In the event of any such material default or breach by
Tenant, City may at any time thereafter and without notice or demand and, without limiting
City in the exercise of a right or remedy City may have by reason of such default or
breach:
A. Terminate Tenant's right to possession of the Lease Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Lease Premises to City. In such event, City shall be entitled to recover from Tenant all damages incurred by City by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Lease Premises, expenses of reletting, including necessary renovation and alteration of the Lease Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided. Unpaid installments of Rent or other sums shall bear interest from due date thereof at the rate of ten percent (10%) per annum or at the maximum legal rate then in effect in California, whichever is higher. In the event Tenant shall have abandoned the Lease Premises, City shall have the option of (1) taking possession of the Lease Premises and recovering from Tenant the amount specified in this subparagraph, or (2) proceeding under the provisions of the following subparagraphs.

B. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall be entitled to enforce all of City's rights and remedies under this Lease, including the right to recover Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to City under the laws or judicial decisions of the State of California. Furthermore, Tenant agrees that no election by City as to any rights or remedies available hereunder or pursuant to any law or judicial decisions of the State of California shall be binding upon City until the time of trial of any such action or proceeding.

28. Right of Early Termination

A. By City. In the event City should require the use of the Lease Premises, or any portion thereof, for any City related purpose, City may require Tenant to relocate to another facility of comparable size owned by the City; provided, however, that if City is unable to find a reasonable relocation site, Tenant agrees that City may terminate this Lease by giving Tenant one (1) year's written notice. Notwithstanding any notice to terminate under this Section 28.A., Tenant shall remain obligated to pay Rent and comply with all terms of this Lease prior to the actual termination date. Should Tenant be relocated or this Lease terminated as a result of this Section 28.A, City shall pay Tenant's reasonable moving expenses, including such items as moving costs for Tenant's personal property and utility cancellation or transfer charges, but excluding any damages or loss of goodwill to Tenant's operations of any kind for the relocation from the Lease Premises or termination of this Lease. Such reimbursement shall be Tenant's sole and exclusive remedy and form of compensation, costs or damages, including Relocation Assistance benefits (Section 7260 et seq. of the California Government Code), due to relocation by City.
B. **By Tenant.** Provided Tenant is not in default under this Lease, Tenant may terminate this Lease at any time upon ninety (90) days written notice to City of its election to terminate together with the monthly Rent payable for the balance of the 90 day period. Tenant shall surrender the Lease Premises in the condition described herein (Sections 11 and 12) and Tenant shall be responsible for all utility cancellation or transfer charges and shall not be eligible for moving or relocation expense as specified in Section 28.A.

29. **Waiver.** The waiver by City of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. Acceptance of late payment of Rent by City shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such Rent.

30. **Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

31. **Late Charges.** Tenant hereby acknowledges that late payment by Tenant to City of Rent or other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or of a sum due from Tenant shall not be received by City or City's designee within ten (10) days after written notice that said amount is past due, then Tenant shall pay to City a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that City will incur by reason of the late payment by Tenant. Acceptance of such late charges by City shall not constitute a waiver of Tenant’s default with respect to such overdue amount, nor prevent City from exercising any of the other rights and remedies granted hereunder.

32. **Inability to Perform.** This Lease and the obligations of Tenant hereunder shall not be affected or impaired because City is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of City.

33. **Sale of Property by City.** In the event of any sale of the Property, City shall be and hereby is entirely freed and relieved of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Lease Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of City under this Lease.
34. **Signs.** Tenant shall not place any sign upon the Lease Premises without City's prior written consent and approval thereof.

35. **Performance Bond.** Prior to the commencement of any repair, alteration, addition, renovation or improvement as may be required or permitted herein, Tenant shall file with City a corporate surety bond, satisfactory to the City Attorney, and conditioned that the Tenant shall well and truly observe, fulfill and perform each and every repair, alteration, addition, renovation or improvement as determined by City Manager, whose decision shall be final. In the event of any breach of any condition of the aforesaid bond, the whole amount of the penal sum therein named shall be deemed to be liquidated damages, and the same shall be recoverable from the principal and sureties upon the bond. Upon completion of repairs, alterations, additions, renovations or improvements secured by said bond, Tenant may apply to City Manager for a reduction in the penal sum of said bond and City Manager, upon satisfactory proof presented to him or her, shall reduce the penal sum thereof to an amount not exceeding fifty percent (50%) of the reasonable value of said repairs, alterations, additions, renovations or improvements. Said bond, as reduced in the penal sum thereof, shall be maintained in full force and effect until the time for the filling or enforcement of any mechanic's, materialman's contractor's or subcontractor's liens arising from, or any claim for any work of repair, alteration, addition, renovation or improvement of or to the Lease Premises or any other claim or demand howsoever, the same may arise shall have expired. In no event, however, shall Tenant's obligation to indemnify and hold City and the Lease Premises free and harmless from any such claims and demands be abrogated by this requirement for the maintenance of said corporate surety bond.

36. **Successors.** Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

37. **Notices.** Any notice required or permitted under the terms of this Lease shall be deemed served when personally served on Tenant or City or when the same has been placed in the United States mail, postage prepaid and addressed as follows:

**Tenant:**

Irwindale Chamber of Commerce  
Post Office Box 2307  
Irwindale, California 91706  
Chamber of Commerce  
Attention: President/CEO

**City:**

City of Irwindale  
5050 North Irwindale Avenue  
Irwindale, California 91706  
Attention: City Clerk

**With Copy to:**

City of Irwindale  
5050 North Irwindale Avenue  
Irwindale, California 91706  
Attention: City Attorney
38. **Execution by City Not a Waiver.** Tenant understands and agrees that City, by entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in the City with respect to the Lease Premises to approve, disapprove or conditionally approve any application which Tenant may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said City may be empowered to apply including, but not limited to, any use permit or approval, whether similar in nature or not.

39. **Interest.** Any sums not paid when due shall bear interest until paid in full at the rate of ten percent (10%) per annum but not to exceed the maximum rate allowed by law.

40. **Entire Agreement.** This Lease contains the entire agreement between the parties and, as of the Effective Date, supersedes the Original Lease. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

41. **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Tenant's agents or employees perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Tenant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Tenant shall perform all services required herein as an independent contractor with only such obligations as are consistent with that role. Tenant 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. City shall not in any way or for any purpose become or be deemed to be a partner of Tenant in its business or otherwise, or a joint venturer or a member of any joint enterprise with Tenant.

42. **Attorneys' Fees.** In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

43. **Authority of Parties.** Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms.

44. **Governing Law.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

45. **Jurisdiction.** If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in the
County of Los Angeles shall be the sole venue and jurisdiction for the bringing of such action.

46. Severability. If any paragraph, section, sentence, clause, or phrase contained in this Lease shall become illegal, null or void, against public policy, or otherwise unenforceable, for any reason, or held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining paragraphs, sections, sentences, clauses or phrases contained in the Lease shall not be affected thereby.

47. Recordation of Lease. In accordance with Government Code Section 37393, this Lease shall be recorded in the Official Records of Los Angeles County. Upon extension of the Term or any exercise of rights under this Lease to terminate, the parties shall execute and record an amendment to this Lease. Tenant shall cooperate with executing any documents reasonably required to effect this provision. Upon termination of the Lease, Tenant shall execute and acknowledge any documents reasonably requested by City in order to terminate the Lease of record. This obligation shall survive termination of this Lease for any reason.


[SIGNATURES ON FOLLOWING PAGE]
NOW, THEREFORE, the parties hereto have executed this Lease as of the date set forth below opposite the name of each signatory hereto.

TENANT:

Irwindale Chamber of Commerce, Inc.,
a California non-profit corporation

By: ____________________________
    Nicole J. Shahenian,
    President and CEO

By: ____________________________
    Rosemary Luna
    Chair of the Board

CITY:

CITY OF IRWINDALE, a municipal corporation

By: ____________________________
    Larry G. Burrola,
    Mayor

ATTEST:

_____________________________________
    Laura M. Nieto,
    Chief Deputy City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: ____________________________
    Adrian R. Guerra
    City Attorney

[END OF SIGNATURES]
EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

The Northerly 300 feet of Parcel 11 in the city of Irwindale as per Map recorded in Book 4 Page 58 et seq., of Official Maps, in the office of the County Recorder of said county

EXCEPT therefrom the Easterly 90.00 feet.
EXHIBIT "B"

DEPICTION OF PREMISES

- Chamber/City
- Conference Room
- Chamber
- Reception Area
- Chamber Office
- Chamber Office
- Storage Room
- New Lease Space
- Shared Space

MAIN OFFICES
STATE OF CALIFORNIA

COUNTY OF ____________________________

On ______________________, 2022 before me, ________________________________, a
notary public, personally appeared ________________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

________________________________________
Notary Public

SEAL:
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 ________________, 2022 before me, ____________________________, a notary public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

________________________________________

Notary Public

SEAL:
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 Temp Albert F. Ambriz; Mayor Larry G. Burrola

Present: Julian A. Miranda, City Manager; Theresa Olivares, Assistant City Manager; Adrian Guerra, City Attorney; Ty Henshaw, Chief of Police; Arsanious Hanna, Director of Engineering / Building Official; Jeanette Duran, Interim 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

SPONTANEOUS COMMUNICATIONS There were no speakers.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to approve Consent Calendar, reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1 MINUTES The following minutes were approved:

1) Regular meeting held February 9, 2022
2) Regular meeting held February 23, 2022

ITEM NO. 1B WARRANTS The warrants were approved.

NEW BUSINESS None.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 10:16 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk