



CITY OF IRWINDALE

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

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

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

Please note
start time for
Closed Session

APRIL 13, 2016

5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

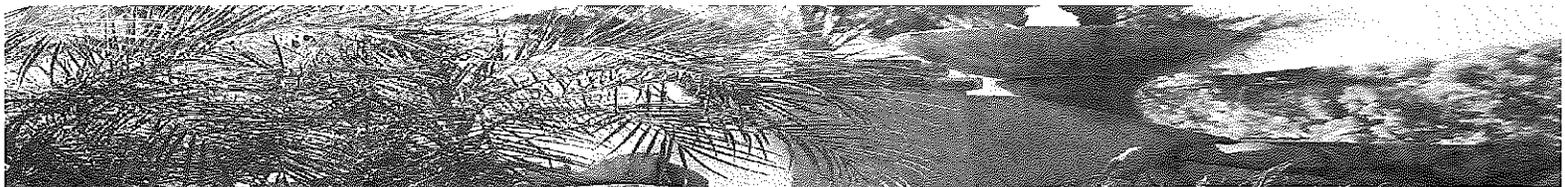
CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER

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 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 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



CLOSED SESSION – 5:30 P.M.1. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

- A) Property: 16015 Martinez Street
Negotiating Parties: Fred Galante, Authority Counsel; Becky Caha, RSG on behalf of Housing Authority; David Fraijo and Angela Fraijo, Property Owners
Under Negotiation: Negotiation of price and terms of acquisition
Conflict of Interest: Ambriz and Garcia
- B) Property: 16161 Peppertree Lane
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale
Conflict of Interest: Garcia
- C) Property: 4655 Fraijo Avenue
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Ortiz; Garcia has traditionally abstained on housing related matters. Straws will be drawn to determine participation
- D) Property: 4804 Irwindale Avenue
Negotiating Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Garcia
- E) Property: 5130 Irwindale Avenue
Negotiation Parties: Housing Authority and Mayans Development
Under Negotiation: Price and terms of sale
Conflict of Interest: Breceda and Garcia

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

- A) Manuel Garcia v. City of Irwindale
Case No. KC066877
Conflict of Interest: Breceda and Garcia

3. Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9

Number of cases: Two

Conflict of Interest: Ortiz traditionally abstains on one case

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS

H. ANNOUNCEMENTS

I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

1. Presentation to Irwindale Police Officers' Association from the Ten-U Dragons Softball Team
2. Proclamation Presentation – Telecommunications Week
3. Presentation to California Custom Fruits and Flavors in recognition of their 30th Anniversary

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 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held March 23, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Rejection of Claim – Villafan, Connie vs. City of Irwindale

Recommendation: Reject the claim of Connie Villafan v. City of Irwindale and direct staff to send a standard letter of rejection.

D. Approve Purchase of a Police Vehicle and Waive Formal Bidding Process

Recommendation: **Adopt Resolution No. 2016-14-2828** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF ONE 2016 CHEVROLET POLICE TAHOE (PPV) IN THE AMOUNT OF \$66,000 TO INCLUDE THE PURCHASE AND OUTFITTING OF ONE POLICE VEHICLE AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(F)" reading by title only and waiving further reading thereof.

- E. Request to Approve an Amendment to the Project Reimbursement Agreement between the City and Seventh Street Development Inc. ("Developer") for CEQA Additional Costs Associated with a Proposed Approximately 191,600 square-foot Light Industrial Business Park with Ancillary Offices Located at 4224-4342 Alderson Avenue and 14808 – 14910 Los Angeles Street (Project)

Recommendation: Approve the amended agreement with Seventh Street Development Inc. for additional reimbursement costs associated with the preparation of the CEQA documents by the consultant selected by the City as Lead Agency.

- F. Request to Approve Contract Amendment No. 1 for Environmental Impact Sciences to Provide Additional Environmental Consulting Services

Recommendation: Approve Contract Amendment No. 1 with Environmental Impact Sciences ("EIS") to provide additional environmental consulting services for the preparation of California Environmental Quality Act (CEQA) documents (Initial Study and Mitigated Negative Declaration) for a proposed development located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street (Project).

- G. Resolution Approving Donation to the 626 Golden Streets

Recommendation: Adopt Resolution No. 2016-15-2829 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE 626 GOLDEN STREETS OF THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO", reading by title only and waiving further reading thereof.

- H. Professional Legislative Representation Contract Proposal from Joe A. Gonsalves and Son

Recommendation: Engage the services of Joe A. Gonsalves and Son to provide services in legislative advocacy and governmental affairs in matters affecting the cities in the State of California. If the Council concurs with staff's recommendation, the appropriate motion would be, *"I move that the City Council approve the attached professional legislative services contract with Joe A. Gonsalves and Son in an amount not to exceed \$4,750 per month."*

2. NEW BUSINESS

- A. Alpha Street Auto Dismantling Yards Update (PowerPoint Presentation)

B. Additional Library Service Hours and Related Staffing and Cost Requirements

Recommendation: **Adopt Resolution No. 2016-11-2825** (either Option A or Option B) entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING CHANGES IN LIBRARY SERVICE HOURS, ADDITIONS TO DAYS OF SERVICE, AND APPROPRIATING FUNDS TO MEET RELATED STAFFING NEEDS AND INCREASED OPERATIONAL COSTS" reading by title only and waiving further reading thereof.

C. Commission Appointments and Vacancies

Recommendation: Discuss and provide direction to staff.

D. Request by Councilmember Ortiz to discuss the Youth In Government Program (Verbal)

- 3. **OLD BUSINESS**
- 4. **PUBLIC HEARINGS**
- 5. **CITY MANAGER'S REPORT**
- 6. **ADJOURN**

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

A. Report from Closed Session

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

Recommendation: Approve the following minutes:

- 1. Regular meeting held March 23, 2016

B. Warrants

Recommendation: Approve

- 2. NEW BUSINESS
- 3. PUBLIC HEARINGS
- 4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held March 23, 2016

B. Approval of Amendment No. 1 for Professional Services Agreement with Rosenow Spevacek Group, Inc. for the Mayans Housing Purchase Program

Recommendation: **Adopt Resolution No. HA 2016-01-054** entitled, "AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH RSG FOR FIRST TIME HOMEBUYER PROGRAM: MAYANS HOUSING PURCHASE PROGRAM" reading by title only and waiving further reading thereof.

- 2. NEW BUSINESS
- 3. PUBLIC HEARINGS
- 4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 13, 2016 be posted at the City Hall, Library, and Post Office on April 7, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A1

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

APR 13 2016

MARCH 23, 2016
WEDNESDAY
5:00 P.M.

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

ROLL CALL:

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

Also present: John Davidson, City Manager; Fred Galante, City
Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of
Finance; William Tam, Director of Public Works / City Engineer; Gus
Romo, Director of Community Development; Natalie Nocom, Acting
Human Resources Manager, and Laura Nieto, Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:00 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: North Kincaid Pit (Irwindale) / APN 8616-022-
906 North Kincaid Pit (Azusa) / APN 8616-001-
913 NEC of Irwindale Avenue and 210 Freeway
Negotiating Parties: John Davidson, Fred Galante, and Dispatch
Transportation, LLC
Under Negotiation: Price and terms of sale

ACTION: Not discussed

Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representative: Pam Lee, Labor Counsel
Employee Organizations: IMEA, ICEA, IPOA

ACTION: Update and direction provided; no reportable action
taken.

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Manuel Garcia v. City of Irwindale
Case No. KC066877

DENA ZEPEDA

Dena Zepeda requested that Councilmember Garcia withdraw from
this item. She noted the upcoming state audit of Irwindale and said
that the residents and businesses will be affected and suggested
that Councilmember Garcia hold off from requesting reimbursement
for his legal fees.

ACTION: Advised by Melanie Poturica of Liebert, Cassidy, and Whitmore, with Councilmember Garcia and Mayor Breceda abstaining and not participating in the Closed Session room; update and direction provided, no reportable action taken.

**RECONVENE IN
OPEN SESSION**

At 6:43 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

**COUNCILMEMBER
ORTIZ**

Councilmember Ortiz announced that he attended a roundtable event on March 11, which was hosted by Supervisor Solis, where he received information on the services that the County of Los Angeles provides. He said that he also provided a letter to her from Irwindale's Planning Director where her assistance was being requested for Irwindale to obtain its own zip code. He encouraged the Council and staff to attend these types of free meetings. He then asked whether the cameras at the Metro parking structure worked, to which Chief Miranda advised that he was unsure whether they were functional since they do not belong to the city. Councilmember Ortiz then suggested requesting that Metro place cameras under the bridge to increase safety.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

**ELOISE BELTRAN
SENIOR CENTER
COORDINATOR**

ELOISE BELTRAN, SENIOR CENTER COORDINATOR

Brief background information was provided and Eloise Beltran was presented as the new Senior Center Coordinator.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

**CHAMBER OF
COMMERCE
BUSINESS OF
THE MONTH –
HANSON AGGREGATES**

CHAMBER OF COMMERCE BUSINESS OF THE MONTH –
HANSON AGGREGATES

The presentation was made.

CHAMBER OF
COMMERCE
QUARTERLY REPORT

CHAMBER OF COMMERCE QUARTERLY REPORT

The report was presented.

**SPONTANEOUS
COMMUNICATIONS**

AL CONTRERAS

Al Contreras, representing the Valley County Water District, thanked the city for helping reach water conservation goals and stated that the District is available to provide presentations to the Council whenever it would like.

CARMEN ROMAN

Carmen Roman complained about an individual who parks his truck for extended periods of time in a 20-minute zone near the Dan Diaz Recreation Center, to which Mayor Breceda noted that this issue can be discussed with the Police Chief.

PAULINE ACOSTA

Pauline Acosta noted that she would like to speak on the resident prescription program when it comes up for discussion.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item Nos. 1E and 1H, which were removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held March 9, 2016.

ITEM NO. 1B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C
LIBRARY FINES AND
FEES

LIBRARY FINES AND FEES

RESOLUTION NO.
2016-09-2823
ADOPTED

Resolution No. 2016-09-2823, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING REVISED LIBRARY FINES AND FEE SCHEDULES," was adopted.

ITEM NO. 1D
AUTHORIZATION TO
USE MANNING PIT
FOR FIREWORK
DISPLAY AND
APPROVAL OF
JULY 4TH FIREWORKS
DISPLAY AGREEMENT

AUTHORIZATION TO USE MANNING PIT FOR FIREWORK
DISPLAY AND APPROVAL OF JULY 4TH FIREWORKS DISPLAY
AGREEMENT

The Manning Pit was authorized for use for the July 4th Firework Display and the July 4th Firework Display Agreement by and between the City of Irwindale and Pyro Spectacular, Inc., was approved.

ITEM NO. 1F
AWARD OF
CONSTRUCTION
CONTRACT FOR PCC
SIDEWALK AND
ACCESS RAMPS
PROJECT AT
VARIOUS LOCATIONS;
CDBG PROJECT
NUMBER 601739-15U

AWARD OF CONSTRUCTION CONTRACT FOR PCC SIDEWALK
AND ACCESS RAMPS PROJECT AT VARIOUS LOCATIONS;
CDBG PROJECT NUMBER 601739-15U

1) The City Manager was authorized to enter into an agreement with F.S. Contractors, Inc. in the amount of \$23,571.00 to perform the construction of the PCC Sidewalk and Access Ramps project at various locations, subject to the satisfactory and timely submission by the contractor of a baseline project construction schedule and receipt by the Public Works Department of an acceptable and approved Faithful Performance and Labor and Materials Bonds and all necessary insurance certificates filed by the contractor, and 2) a fifteen percent (15%) project contingency in the amount of \$3,536.00 was approved to cover any unforeseeable conditions that may arise during construction.

ITEM NO. 1G
RENEWAL OF
CONSULTANT
SERVICES AGMT. FOR
ENVIRONMENTAL
MANAGEMENT
SERVICES WITH CASC
ENGINEERING AND
CONSULTING INC.
FOR NATIONAL
POLLUTANT
DISCHARGE
ELIMINATION SYSTEM
(NPDES) PROGRAM
AND OTHER
RELATED SERVICES

RENEWAL OF CONSULTANT SERVICES AGREEMENT FOR
ENVIRONMENTAL MANAGEMENT SERVICES WITH CASC
ENGINEERING AND CONSULTING INC. FOR NATIONAL
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
PROGRAM AND OTHER RELATED SERVICES

1) The renewal of the Consultant Services Agreement for Environmental Management Services for NPDES Program and other related services with CASC Engineering and Consulting, Inc., was approved for a term of two years for an annual amount of \$130,695 to ensure the City's compliance of the Los Angeles County MS4 NPDES Permit.

ITEM NO. 1I
REQUEST TO
APPROVE A PROJECT
REIMBURSEMENT
AGREEMENT BETWEEN
THE CITY AND KAISER
PERMANENTE FOR
CEQA AND CITY

REQUEST TO APPROVE A PROJECT REIMBURSEMENT
AGREEMENT BETWEEN THE CITY AND KAISER PERMANENTE
("DEVELOPER") FOR CEQA AND CITY ATTORNEY COSTS
ASSOCIATED WITH A PROPOSED MEDICAL OFFICE BUILDING
DEVELOPMENT TO BE LOCATED AT 12761 SCHABARUM
AVENUE

The agreement with the Developer for the reimbursement of costs

ATTORNEY COSTS
ASSOCIATED WITH A
PROPOSED MEDICAL
OFFICE BUILDING
DEVELOPMENT TO
BE LOCATED AT
12761 SCHABARUM
AVENUE

associated with the preparation of an Environmental Impact Report (EIR) by the CEQA consultant selected by the City as Lead Agency and review time by the City Attorney's Office, was approved.

ITEM NO. 1J
REQUEST TO
APPROVE A CSA
WITH DUDEK FOR
THE PREPARATION
OF AN EIR TO BE
PREPARED
PURSUANT TO THE
CEQA GUIDELINES
FOR A NEW KAISER
PERMANENTE MOB
PROPOSED TO BE
LOCATED AT 12761
SCHABARUM AVE

REQUEST TO APPROVE A CONTRACT SERVICES AGREEMENT (CSA) WITH DUDEK FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT (EIR) TO BE PREPARED PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES FOR A NEW KAISER PERMANENTE MEDICAL OFFICE BUILDING (MOB) PROPOSED TO BE LOCATED AT 12761 SCHABARUM AVENUE

The CSA with Dudek for the preparation of an Environmental Impact Report (EIR) to be prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines for a new Kaiser Permanente Medical Office Building proposed to be located at 12761 Schabarum Avenue, was approved. The project entails the demolition of an existing industrial building previously occupied by Jacmar Foods and development of an approximate 90,000 square-foot medical office building and associated parking structure and site improvements on the 4-acres parcel.

END OF CONSENT CALENDAR

ITEM NO. 1E
APPROVAL OF
AMENDMENT NO. 5
TO THE PROJECT
REIMBURSEMENT
AGREEMENT RELATING
TO SOLID WASTE
MATERIALS RECOVERY
FACILITY / TRANSFER
STATION AGREEMENTS
BETWEEN THE CITY
AND ARAKELIAN
ENTERPRISES, INC.,
DBA ATHENS
SERVICES

APPROVAL OF AMENDMENT NO. 5 TO THE PROJECT REIMBURSEMENT AGREEMENT RELATING TO SOLID WASTE MATERIALS RECOVERY FACILITY / TRANSFER STATION AGREEMENTS BETWEEN THE CITY AND ARAKELIAN ENTERPRISES, INC., DBA ATHENS SERVICES

COUNCILMEMBER
BURROLA

As requested by Councilmember Burrola, City Attorney Galante indicated that the amendment to the project reimbursement agreement, which was being proposed for approval, is designed to provide the additional funding necessary to complete the

environmental impact report services. He advised that Athens pays for the environmental work and for the city's review of the documents. This amendment is limited to requesting the additional \$50,000 necessary; the additional language in the staff report is a spillover from past documents. A section of this agreement is worded exactly as of that of a prior amendment to grant Athens automatic franchise extensions of one year each time they spend \$200,000.

Councilmember Burrola also asked whether the environmental impact report has been started, to which Director Romo advised that an administrative draft of the response to the comments received has been reviewed by the City Attorney's office and returned to the consultants. The completion of the EIR is currently scheduled for the beginning of April.

Councilmember Burrola disagreed with granting extensions to Athens, to which Mayor Pro Tem Ambriz noted that the possibility of extensions has previously been approved by the Council, so there is no need to renegotiate the matter.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Garcia, to approve Amendment No. 5 to the Project Reimbursement Agreement. The motion was approved; Councilmember Burrola opposed.

ITEM NO. 1H
APPROVAL OF A
LICENSE AGREEMENT
WITH COMMODITY
TRUCKING
ACQUISITION, LLC DBA
WINDROW EARTH
TRANSPORT, INC. FOR
THE REMEDIATION
AND GRADING OF
THE KINCAID PIT
STORMWATER
RETENTION BASIN AND
RESOLUTION
WAIVING FORMAL
BIDDING
PROCEDURES

APPROVAL OF A LICENSE AGREEMENT WITH COMMODITY
TRUCKING ACQUISITION, LLC DBA WINDROW EARTH
TRANSPORT, INC. FOR THE REMEDIATION AND GRADING OF
THE KINCAID PIT STORMWATER RETENTION BASIN AND
RESOLUTION NO. 2016-13-2827 WAIVING FORMAL BIDDING
PROCEDURES

COUNCILMEMBER
ORTIZ

Responding to several questions by Councilmember Ortiz, Director Tam advised that this matter pertains to a license agreement for Windrow to clean up the subject site and grade it for future development. The \$960,000 annual payment will go directly to the general fund and that, when the pit is filled and ready for development, it will be marked for sale. Also, regarding the storm

water runoff, the plan is to reconstruct the system to carry the water to the river.

MOTION

A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to 1) authorize the City Manager to enter into an agreement with Commodity Trucking Acquisition, LLC dba Windrow Earth Transport ("Licensee") for the remediation and grading of Kincaid Pit Stormwater Retention Basin, and 2) adopt

RESOLUTION NO.
2016-13-2827
ADOPTED

Resolution No. 2016-13-2827, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINDALE WAIVING FORMAL BIDDING PROCEDURES FOR THE AWARD OF AN AGREEMENT WITH DISPATCH TRANSPORTATION (WINDROW EARTH TRANSPORT) FOR REMEDIATION AND GRADING WORK AT THE NORTH KINCAID PIT", reading by title only and waiving further reading thereof. The motion was unanimously approved.

NEW BUSINESS

ITEM NO. 2A
ADJUSTMENTS TO THE
FY 2015-16 BUDGET

ADJUSTMENTS TO THE FY 2015-16 BUDGET

DIRECTOR CARREON

Director Carreon made the PowerPoint presentation, which covered the following:

- 1) The new Olive Pit Royalty Fund
- 2) General Fund Revenues
- 3) Tax Revenues
- 4) General Fund Expenditures
- 5) Mid-Year Budget Requests
- 6) Revised Budget Projections
- 7) General Fund Reserves
- 8) Continued Challenges

COUNCILMEMBER
BURROLA

Councilmember Burrola asked about the proposed \$10,000 for the Golden Streets event, to which Director Romo advised that Miller Coors has proposed holding an event with several adjacent booths. The Metro Golden Streets grant covers insurance for the Gold Line station but not for private property. The \$10,000 is being requested in case it is needed for liability insurance.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked about the proposal to hire a public relations firm, to which Director Carreon advised that staff is requesting this in order to help with the media and reporting for the upcoming state audit to ensure that the city is properly represented.

CARMEN ROMAN

Responding to a question by Carmen Roman, Director Romo noted that the city suffered damage in the media due to the events that transpired with the Sriracha factory. It is staff's opinion that a professional PR firm should be hired to address some of the comments that have come up, especially in light of the upcoming audit requested by Senator Ed Hernandez.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked what the requested \$15,000 would cover, to which Director Romo advised that this amount would allow for \$5,000 to be set-aside per month for about 20 hours of work per week, though the actual work performed will depend on the needs of the city.

Councilmember Ortiz suggested that city staff, such as the City Manager, Police Chief, or even Director Romo, be available to answer questions made by the media. He said that the PR firm's services may not be necessary. He then asked about the proposed lobbyist's service, to which City Manager Davidson advised that the last time the city had one under contract was about 2010. Councilmember Ortiz responded by saying that, though some money has come in, the city still needs to tighten its belt and spend conservatively.

CITY MANAGER
DAVIDSON

City Manager Davidson stated that the lobbyist, Gonsalves and Son, has been with the city since the 80's and has helped tremendously, and noted that Gonsalves has helped the city pro bono since they left and would often communicate with staff and the Council on occurrences at the state level. Interestingly, it was Gonsalves that notified the city regarding Senator Hernandez's plans to have the city audited, and Gonsalves did not charge for this service. He agreed that the city must proceed wisely, and noted that staff recommends that the Council approve or modify the mid-year adjustments as it sees fit.

Responding to an additional question by Councilmember Ortiz, City Manager Davidson advised that the amount indicated for the public relations firm would cover the city until the end of the fiscal year.

MAYOR BRECEDA

Mayor Breceda recalled that the city ended its contract with Gonsalves & Son due to the recession, but spoke highly of the services they provided. He said that now would be a good time to re-hire them with so many projects coming up.

CITY ATTORNEY
GALANTE

City Attorney Galante advised that the term of the contract can be negotiated. He noted that the city is facing several big issues, which motivated staff to seek the assistance of a lobbyist and a public relations firm. However, the Council can re-evaluate the proposed contracts and adjust them to grant the ability to terminate them once the services are no longer needed.

- MAYOR BRECEDA Mayor Breceda expressed his support of hiring both the public relations firm and the lobbyist.
- CARMEN ROMAN Carmen Roman disagreed on the need to hire the lobbyist and questioned whether the request for the public relations firm stemmed from the criminal cases against Mayor Breceda and Councilmember Garcia.
- CITY ATTORNEY GALANTE City Attorney Galante stated that the public relations firm would assist the city in drafting the right responses to inquiries made by members of the public or the media. He noted that the firm would only pay for the amount of time the city needs for them to work on city-related issues and that they would not get paid until they perform the work.
- MAYOR BRECEDA Responding to a question by Mayor Breceda regarding the Police Departments' request for a new Chevy Tahoe, Chief Miranda advised that the current SUV has various mechanical and operational issues and is in need of replacement. He noted that it would provide many more useful features that the regular patrol fleet vehicles cannot provide.
- CITY MANAGER DAVIDSON As requested by City Manager Davidson, Chief Miranda explained that the cost of the proposed new vehicle includes the purchase price plus specialized equipment, such as for a computer, cameras, breaching equipment, and other items. Also, the purchase is being requested now so that the vehicle can be ordered now and have it available for use in November or December; if staff orders it at the start of the new fiscal year, the vehicle probably would not be available until sometime in 2017. Chief Miranda added that the old vehicle will be sold at auction. Additionally, the last six vehicle purchases were done using asset forfeiture funds. However, police staff would need to use a funding source from the city to show that asset forfeiture funds are not the only funding source for these purchases.
- COUNCILMEMBER BURROLA Councilmember Burrola requested to see a report on the police vehicles. He also asked whether any grants are available to help purchase the vehicles, to which Chief Miranda said he did not know of any available grants.
- MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz said that, though he is an avid supporter of the Police Department, he was not in support of the purchase of the vehicle.
- PAULINE ACOSTA Pauline Acosta asked several questions regarding the proposed budget for the Council/Commission travel, to which Mayor Breceda stated that amount requested would not necessarily be spent in its entirety. Mrs. Acosta suggested that the Councilmembers and Commissioners share rooms. She also spoke against allowing the

members' spouses to accompany them, and suggested perhaps rotating the members' attendance so that they do not all go at once.

CITY MANAGER
DAVIDSON

City Manager Davidson noted that, when members travel to conferences, often times they return to the city with fresh new ideas that can save the city money. He said that there is an expectation and need for continued education.

TERRY CHICO

Terry Chico agreed that the city should only send a few Councilmembers/Commissioners at a time.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz stated that the city must spend its money carefully and suggested perhaps paying for the conference itself for the members, but not the lodging. He also suggested sending the members' on a rotational basis.

COUNCILMEMBER
BURROLA

Councilmember Burrola agreed and said that only a couple of Councilmembers should go to the conference, and for the city to pay only for their lodging and for the members to pay for their own classes.

MAYOR BRECEDA

Mayor Breceda reiterated that the whole amount requested for travel would probably not be used, since it is not likely that all the Councilmembers and Commissioners will go to the conference.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz suggested staying at less-expensive hotels.

CARMEN ROMAN

Carmen Roman said that the conferences offer many great ideas, but that there are ways to attend and still save money, like staying at lower-cost hotels.

MAYOR BRECEDA

Mayor Breceda said he would be fine with making lodging arrangements with a less-expensive hotel, but preferred that the city pay for the conference for whoever decides to go.

DIRECTOR CARREON

Director Carreon noted that there has been no travel budget for Council or Commissioners since 2011.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz agreed that conference attendees can stay at less-expensive hotels.

DIRECTOR CARREON

Director Carreon noted that the city has a travel and training policy that it adheres to and that staff works to make sure that everything is accounted for and that only eligible expenses are covered.

- CITY ATTORNEY GALANTE City Attorney Galante advised that the city is not allowed to pay for family members' attendance, per state law. Should the family members go, each Councilmember or Commissioner would have to pay for that family member's expenses.
- PAULINE ACOSTA Pauline Acosta asked about police department overtime expenses, to which Chief Miranda spoke on the staffing challenges the department has faced and noted that the department only uses overtime when the needs of the community call for it and not on any special type of activities.
- MAYOR BRECEDA Mayor Breceda noted that police overtime has been reduced quite a bit.
- PAULINE ACOSTA Responding to a question by Pauline Acosta, Director Carreon advised that, when officers work overtime to cover those officers who are absent, the city generally sees savings, and that these savings exceed the overtime expenses.
- MAYOR BRECEDA Responding to a question by Mayor Breceda, Director Carreon advised that staff has met with the employee association regarding the Library Technician position and that it has been determined that this position has a low pay when compared to comparable positions of other cities.
- ELIZABETH RODRIGUEZ Elizabeth Rodriguez, President of the Irwindale City Employees Association, confirmed that the association met with the city and discussed both the Senior Center Driver and Library Technician positions.
- COUNCILMEMBER ORTIZ Councilmember Ortiz stated that the proposed salary increase for the Library Technician position is too high and said that the increase might be justified for larger libraries that provide more services than Irwindale does, to which Librarian Baker responded by saying that, though the Irwindale Library is smaller when compared to some local libraries, it also has less staff, and as such, existing staff must take on more responsibilities than other comparable positions. He added that the Library Technician position is the only other full-time position in the Library and is responsible for assuming many of the day to day duties that he is unable to tend to.
- MAYOR BRECEDA Mayor Breceda also asked about extending the Library hours, to which Librarian Baker advised that this would only be possible if the proposed pay adjustment for the Library Technician is approved.

- ELIZABETH RODRIGUEZ Elizabeth Rodriguez advised that, since the Library Technician would need to work on Fridays and Saturdays, and will be the senior employee, then he/she should be compensated for it.
- CARMEN ROMAN Carmen Roman commended existing Library staff and agreed that the Library hours should be extended.
- DIRECTOR CARREON Director Carreon thanked her staff for all their hard work and their participation in preparing the budget.
- MAYOR BRECEDA Mayor Breceda also commended Finance staff and said that he is optimistic about the future.
- CITY ATTORNEY GALANTE City Attorney Galante advised that the travel policy can be reviewed by the Council at a later date.
- COUNCILMEMBER ORTIZ Councilmember Ortiz thanked Director Carreon for the presentation and said that, though the future looks brighter, he cautioned the Council to spend conservatively. He also suggested that those individuals who attend the seminar should pay for their own lodging and the city should pay for the seminar. He also suggested that only two Planning Commissioners should be allowed to attend the upcoming conference and that the Parks and Recreation Commissioners should wait to attend a parks conference.
- COUNCILMEMBER BURROLA Councilmember Burrola also thanked Director Carreon as well as all the department managers for their work on the budget.
- COUNCILMEMBER GARCIA Councilmember Garcia suggested approving the \$37,000 for Council/Commissioner travel and recommended reviewing the travel policy at a later date, if necessary.
- MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz concurred with Councilmember Garcia and suggested waiting a year to purchase the Tahoe for the Police Department.
- RESOLUTION NO. 2016-12-2826 ADOPTED **Resolution No. 2016-12-2826**, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2015-16," was passed, approved, and adopted, on the motion of Mayor Breceda, seconded by Councilmember Garcia, and unanimously approved; with Councilmember Garcia abstaining on all proposed Library staff positions; Councilmember Ortiz opposed to the \$37,000 requested for the Council and Commission travel budget and the hiring of the public relations firm; and Mayor Pro Tem Ambriz opposed to the purchase of the Chevy Tahoe for the Police Department.
- COUNCIL RECESS At 9:16 p.m., the Council took a short recess.

COUNCIL RECONVENE At 9:27 p.m., the Council reconvened in open session, with all members present except for Councilmember Garcia, who excused himself from the remainder of the meeting.

OLD BUSINESS

ITEM NO. 3A
RESIDENT BENEFIT PROGRAM

RESIDENT BENEFIT PROGRAM (February 24, 2016)

MAYOR BRECEDA Mayor Breceda noted that he still has questions on this item and would like additional time to discuss it with the City Manager.

MOTION A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to table this matter for a month.

CARMEN ROMAN Carmen Roman spoke very highly of the resident benefit program and suggested that residents who truly want to utilize the attached benefits will do what is necessary to meet the program requirements. She noted that the adjustments made years ago to the program helped greatly in reducing fraud and saving hundreds of thousands of dollars. She added that only a small fraction of residents want the program requirements to be more lenient. She also suggested eliminating the requirement of children having a resident ID card in order to board the school bus.

TERRY CHICO Terry Chico concurred with Mrs. Roman about the requirements for the resident ID program and said that the requirements to board the school bus are fine as is.

PAULINE ACOSTA Pauline Acosta suggested that the Council members sign affidavits to vouch for the residency of those applicants who are having a difficult time applying for the resident ID card.

ROLL CALL The above-mentioned motion was unanimously approved; Councilmember Garcia absent.

PUBLIC HEARINGS
CITY MANAGER'S
REPORT

CITY MANAGER DAVIDSON City Manager Davidson reminded everyone of the Easter Eggstravaganza activities to be held on March 26 at the Dan Diaz Recreation Center.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:38 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

CITY OF IRWINDALE
 PAYROLL WARRANT REGISTER
 March 2016

COUNCIL AGENDA
 ITEM 1B

APR 13 2016

Payroll Batch DATE OF ISSUE 3/3/16	427-03-16, 428-03-16 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	23,218.30
	14 Finance Department	13,661.34
	15 Summer Youth	-
	35 Police Department	154,217.94
	40 Recreation Department	14,061.90
	42 Senior Citizens' Center	7,111.86
	44 Library	7,382.03
	51 Planning	13,021.34
	52 Engineering	46,224.80
	Gross Payroll	280,152.61
	Required Deductions	(78,708.61)
	Voluntary Deductions	(7,106.06)
	Net Payroll	194,337.94

Payroll Batch DATE OF ISSUE 3/17/16	412-03-16, 413-03-16 DEPARTMENT	AMOUNT
	11 City Council	6,329.17
	13 City Administrative Office	23,218.30
	14 Finance Department	13,661.34
	15 Summer Youth	-
	35 Police Department	141,517.15
	40 Recreation Department	14,074.84
	42 Senior Citizens' Center	7,027.73
	44 Library	7,307.34
	51 Planning	12,978.01
	52 Engineering	46,948.96
	Gross Payroll	273,062.84
	Required Deductions	(74,463.08)
	Voluntary Deductions	(7,195.93)
	Net Payroll	191,403.83

Payroll Batch DATE OF ISSUE 3/30/16	426-03-16, 430-03-16 DEPARTMENT	AMOUNT
	11 City Council	1,253.10
	13 City Administrative Office	23,218.30
	14 Finance Department	13,661.34
	15 Summer Youth	-
	35 Police Department	138,153.87
	40 Recreation Department	16,021.83
	42 Senior Citizens' Center	7,514.16
	44 Library	7,353.79
	51 Planning	13,181.30
	52 Engineering	46,353.35
	Gross Payroll	266,711.04
	Required Deductions	(65,831.12)
	Voluntary Deductions	(7,106.06)
	Net Payroll	193,773.86

Accounts Payable

Checks by Date - Summary By Check Number

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Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59025	FRANC06	Franchise Tax Board	03/17/2016	495.00
59026	IMEA	Irwindale Mgmt Employee Assoc.	03/17/2016	220.00
59027	IRWIND02	Irwindale Police Officers Assoc.	03/17/2016	3,269.20
59028	TEXAS01	Texas Life Insurance Co.	03/17/2016	724.75
59029	AH01	AH Illusions	03/17/2016	400.00
59030	AKSTIN01	Nathaniel Akstin-Johnson	03/17/2016	304.50
59031	ARCE01	Kaitlyn Arce	03/17/2016	116.00
59032	ARDILL01	Heather Ardill	03/17/2016	87.00
59033	Ayala01	Leonor Ayala	03/17/2016	100.00
59034	BANKOF03	Bank of The West	03/17/2016	6,770.47
59035	CODUTO	Donald P. Coduto	03/17/2016	11,324.62
59036	COSTCO02	Costco Wholesale	03/17/2016	25.08
59037	FEDEX	FedEx	03/17/2016	17.52
59038	SOUTHE17	Golden State Water Company	03/17/2016	1,293.19
59039	HENDRI01	David Hendrickson	03/17/2016	203.00
59040	JIA01	Xiangyi Jia	03/17/2016	159.50
59041	PICCAR01	Amanda Piccari	03/17/2016	232.00
59042	SCE02	Southern California Edison	03/17/2016	13,627.99
59043	VALENZ02	Kelly Valenzuela	03/17/2016	72.50
59044	VERIZO01	Verizon California	03/17/2016	409.03
59045	verizonw	Verizon Wireless	03/17/2016	8.81
59046	WAGONER	Pamela Wagoner	03/17/2016	8.00
59047	WHITE02	Amanda White	03/17/2016	36.25
59048	ZAVALA01	Cassandra Zavala	03/17/2016	159.50
59049	AMERIFID	American Fidelity Assurance	03/24/2016	5,066.48
59050	AMERIC34	American Fidelity Assurance Co	03/24/2016	1,866.72
59051	AT&T04	AT & T	03/24/2016	112.72
59052	CINGULAR	AT & T Mobility	03/24/2016	629.10
59053	PERS	California Public Employees Retir	03/24/2016	160,625.97
59054	DEPATI01	Jeanette DePatie	03/24/2016	270.00
59055	GASCOM	Gas Company, The	03/24/2016	204.96
59056	IRWIND04	Irwindale Chamber Of Commerce	03/24/2016	9,166.66
59057	MCI	MCI	03/24/2016	37.66
59058	MCIWOR	MCI Comm Service	03/24/2016	35.43
59059	RAFTERJ	John Rafter	03/24/2016	250.00
59060	RICOH01	Ricoh USA, Inc	03/24/2016	793.10
59061	SCE02	Southern California Edison	03/24/2016	616.16
59062	SPARKL	Sparkletts Drinking Water	03/24/2016	83.05
59063	STANDA01	Standard Insurance Co. RV	03/24/2016	517.30
59064	STANDA03	Standard Insurance Company	03/24/2016	1,769.84
59065	VALLEY01	Valley County Water District	03/24/2016	132.57
59066	VERIZO01	Verizon California	03/24/2016	269.12
59067	verizonw	Verizon Wireless	03/24/2016	788.28
59068	WAGONER	Pamela Wagoner	03/24/2016	75.00

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
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Report Total:

223,374.03

Accounts Payable

Checks by Date - Summary By Check Number

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Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59070	PMIDEN	Delta Dental Insurance Company	03/30/2016	1,701.36
59071	FRANC06	Franchise Tax Board	03/30/2016	200.00
59072	ICEA	Irwindale City Employee Assoc.	03/30/2016	720.00
59073	VISION01	Vision Service Plan - (CA)	03/30/2016	3,669.60
59074	AGUILARE	Erain Aguilar	03/30/2016	20.50
59075	AKSTIN01	Nathaniel Akstin-Johnson	03/30/2016	355.25
59076	ARCE01	Kaitlyn Arce	03/30/2016	43.50
59077	ARDILL01	Heather Ardill	03/30/2016	203.00
59078	ARIAS01	Michael Arias	03/30/2016	60.00
59079	ALVARE06	Mariela Avila	03/30/2016	32.00
59080	AVILAR02	Robert Avila	03/30/2016	2,250.00
59081	Ayala01	Leonor Ayala	03/30/2016	218.75
59082	AZUSALW	Azusa Light & Water	03/30/2016	547.00
59083	CALIFO02	California American Water	03/30/2016	0.94
59084	CAMPOS03	Manuel Campos	03/30/2016	2,250.00
59085	FRAIJO02	John Fraijo	03/30/2016	2,250.00
59086	HENDRI01	David Hendrickson	03/30/2016	174.00
59087	JIA01	Xiangyi Jia	03/30/2016	116.00
59088	PICCAR01	Amanda Piccari	03/30/2016	188.50
59089	PYROSP	Pyro-Spectaculars, Inc.	03/30/2016	12,500.00
59090	SCE02	Southern California Edison	03/30/2016	828.30
59091	VALENZ02	Kelly Valenzuela	03/30/2016	72.50
59092	VALLEY01	Valley County Water District	03/30/2016	55.38
59093	WHITE02	Amanda White	03/30/2016	94.25
59094	ZAVALA01	Cassandra Zavala	03/30/2016	159.50
59095	MCMILLAN	Kent McMillan	03/30/2016	6,300.00
59096	LosAngel	LA County Tax Collector	04/05/2016	31,654.09

Report Total:

66,664.42

Accounts Payable

Checks by Date - Summary By Check Number

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Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59098	AZBUSS	A-Z Bus Sales, Inc.	04/13/2016	851.75
59099	ACEVED	Valinda Acevedo	04/13/2016	75.00
59100	ACOSTA05	Pauline Acosta	04/13/2016	5.00
59101	ALESHIRE	Aleshire & Wynder, LLP	04/13/2016	33,797.88
59102	ALLSTATE	All State Police Equipment Co.	04/13/2016	2,625.81
59103	ALVARA04	Aundrea Alvarado	04/13/2016	36.00
59104	B&BTIR	B & B Tires Service	04/13/2016	30.00
59105	B&KELE02	B & K Electric Wholesale	04/13/2016	164.28
59106	BAKER01	Baker & Taylor Books	04/13/2016	671.01
59107	BILLST	Bill's Truck Repair, Inc.	04/13/2016	257.25
59108	BRITEW	Brite Works	04/13/2016	7,859.56
59109	CALBLE	Cal Blend Soils, Inc.	04/13/2016	32.70
59110	CALIBE01	Caliber Commercial Pool Servic	04/13/2016	950.00
59111	CALTRON	Caltronics Business Systems	04/13/2016	15.00
59112	CARQUEST	Carquest	04/13/2016	11.40
59113	CCAC01	CCAC	04/13/2016	60.00
59114	CITRUS05	Citrus Valley Health Partners	04/13/2016	40.00
59115	BALDWI02	City of Baldwin Park	04/13/2016	4,620.00
59116	CITYOF22	City of Glendora	04/13/2016	1,875.00
59117	CITYOF18	City of Santa Fe Springs	04/13/2016	3,199.76
59118	COMMUN01	Communications Center	04/13/2016	358.00
59119	AGRICU	County of Los Angeles	04/13/2016	295.71
59120	CROP01	Crop Production Services, Inc.	04/13/2016	897.00
59121	ECCONS	E C Construction Co.	04/13/2016	2,145.00
59122	ELITEE	Elite Elevator, Inc.	04/13/2016	927.50
59123	ENVIRO03	Environmental Impact Sciences	04/13/2016	16,036.50
59124	GEOLOG	Geologic Associates	04/13/2016	10,426.00
59125	GIBBY01	Tom Gibby	04/13/2016	800.00
59126	GRAING	Grainger	04/13/2016	196.55
59127	HEGDAHLA	Armando Hegdahl	04/13/2016	195.70
59128	CHICO02	Andrea Hernandez	04/13/2016	18.00
59129	HINDER	Hinderliter, De Llamas & Assoc	04/13/2016	11,663.70
59130	HONEYW01	Honeywell International Inc.	04/13/2016	373.20
59131	HYATT	Hyatt Regency Suites	04/13/2016	457.40
59132	IACPME	IACP	04/13/2016	150.00
59133	INTERV	Inter-Valley Pool Supply	04/13/2016	851.80
59134	INTERS02	Interstate Batteries	04/13/2016	976.58
59135	IRWIND21	Irwindale Hand Wash & Auto Det	04/13/2016	440.95
59136	ITERIS	Iteris, Inc.	04/13/2016	2,524.30
59137	JAUREG	Christina Jauregui	04/13/2016	300.00
59138	JOBSAV	Jobs Available	04/13/2016	386.10
59139	JUSTIRE	Just Tires	04/13/2016	529.02
59140	COORYE	Samir M. Khoury	04/13/2016	15,200.00
59141	KOA01	KOA Corporation	04/13/2016	1,053.93
59142	KOMPAN	Kompan, Inc.	04/13/2016	683.10

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59143	LACOUN05	LA County Auditor Controller	04/13/2016	26.00
59144	LAKESH	Lakeshore Learning Materials	04/13/2016	37.79
59145	LANDSC	Landscape Warehouse Inc.	04/13/2016	110.64
59146	LINN01	Linn & Associates	04/13/2016	4,845.00
59147	LOPEZ11	Tina Lopez	04/13/2016	75.00
59148	LOSANG09	Los Angeles County	04/13/2016	7,135.07
59149	LOY01	Mary Loy	04/13/2016	6.00
59150	MAREZL	Linda S. Marcz	04/13/2016	375.00
59151	MARIPO	Mariposa Landscapes, Inc.	04/13/2016	5,331.15
59152	IMarks	Mark's Auto-Video	04/13/2016	5,918.90
59153	MISSIO	Mission Linen Supply	04/13/2016	161.75
59154	NAPA01	Napa Auto Care - West Covina	04/13/2016	1,663.42
59155	NIETO01	Laura Nieto	04/13/2016	168.91
59156	OFFICE03	Office Depot	04/13/2016	2,392.42
59157	PARADI01	Paradigm Environmental	04/13/2016	2,499.00
59158	PATSTI	Pat's Tire Service	04/13/2016	95.00
59159	PROPRINT	Pro Printing, Inc.	04/13/2016	222.36
59160	RAMIRE12	Elizabeth Ramirez	04/13/2016	75.00
59161	RAMOS03	Margaret Ramos	04/13/2016	75.00
59162	RECPRO01	RecPro Systems, Inc	04/13/2016	2,000.00
59163	REGAL03	Erika Ann Regalado	04/13/2016	75.00
59164	RODRIG09	Yolanda Rodriguez	04/13/2016	5.00
59165	SANCHE15	Magali Sanchez	04/13/2016	75.00
59166	SARINA	Albert Sarinana	04/13/2016	18.00
59167	SCFUELS	SC Fuels	04/13/2016	3,834.56
59168	SHELTE01	ShelterClean, Inc.	04/13/2016	1,400.00
59169	SkyBluep	Sky Blueprint & Supplies, Inc	04/13/2016	732.48
59170	CONTRO02	State Controller's Office	04/13/2016	1,849.96
59171	STEVEN04	Steven Enterprises, Inc.	04/13/2016	300.95
59172	EMBLEM01	The Emblem Authority	04/13/2016	1,610.00
59173	USARMO	U.S. Armor	04/13/2016	940.67
59174	VALLEY10	Valley Power Systems, Inc.	04/13/2016	827.27
59175	VERSAT	Versatile Information Products	04/13/2016	275.00
59176	VISTA01	Vista Paint Corporation	04/13/2016	28.54
59177	WILLDAN	Willdan Financial Services	04/13/2016	1,247.00
59178	YAMADA01	Yamada Enterprises	04/13/2016	8,277.78
59179	ZEEMED	Zee Medical, Inc.	04/13/2016	90.00

Report Total:

179,864.06

AGENDA REPORT

APR 13 2016

Date: April 13, 2016

To: Mayor and Council Members

From: John Davidson, City Manager

Issue: Rejection of Claim: Connie Villafan v. City of Irwindale

City Manager's Recommendation:

Reject the claim of Connie Villafan v. City of Irwindale and direct staff to send a standard letter of rejection.

Analysis:

This claim alleges that the City should be responsible for keeping the streets clean and free of debris and should have been aware of hazardous conditions on Azusa Canyon Road, where a round metal rod punctured her tire and damaged her rim. The claim has been reviewed by the City's Claims Adjuster, Carl Warren & Co., which is recommending that the claim be rejected.

Fiscal Impact:  (Initial of CFO)

None

Legal Impact:  (Initial of CA)

None

Prepared By/Contact Person: Laura Nieto, Deputy City Clerk

Phone: 626-430-2202


John Davidson, City Manager



CARL WARREN & COMPANY
Claims Management and Solutions

March 18, 2016

To: The City of Irwindale
Attn: Laura Nieto, Risk Management

RE: Claim : Villafan vs. City of Irwindale
Claimant : Connie Villafan
D/Event : 3/14/16
Rec'd Y/Office : 3/14/16
Our File : 1932927 DBQ

We have reviewed the above captioned claim and request that you take the action indicated below:

- CLAIM REJECTION: *Send a standard rejection letter to the claimant.*

Please provide us with a copy of the notice sent, as requested above. If you have any questions please contact the undersigned.

Very truly yours,
CARL WARREN & COMPANY

Deborah Been
Deborah Been

AGENDA REPORT

APR 13 2016

Date: April 13, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Approve Purchase of a Police Vehicle and Waive Formal Bidding Procedure

City Manager's Recommendation:

Adopt Resolution No. 2016-14-2828 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF ONE 2016 CHEVROLET POLICE TAHOE (PPV) IN THE AMOUNT OF \$66,000 TO INCLUDE THE PURCHASE AND OUTFITTING OF ONE POLICE VEHICLE AND WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(F)"

Analysis:

At the March 23, 2016, Regular City Council Meeting, the Irwindale City Council was presented the Mid-Year Budget requests. One of the approved requests was for the purchase of one 2016 Chevrolet Tahoe, Police Package (PPV). This vehicle will replace the aging Tahoe that serves as a mobile command post and driven by our field supervisors.

Irwindale Municipal Code section 3.44.080(f), defines when a purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the State of California or by the federal government within the previous three hundred sixty-five days (one year); The following reason is what make this product fall within this municipal code section:

National Auto Fleet Group was awarded a contract through National Joint Powers Alliance (NJPA), master vehicle contract #102811, based off a formal bid procedure for 2016 Chevrolet Tahoe police package vehicle (PPV) that is available for the City of Irwindale. This bid procedure was originally conducted in 2011 and has had subsequent renewals of agreements each consecutive year (ATTACHMENT A). We are utilizing this competitive process to purchase this vehicle.

This purchase is for both the purchase of the vehicle and outfitting the vehicle with emergency lighting equipment, radios, computers, public safety supplies and vehicle graphics.

Fiscal Impact:

The fiscal impact to the General Fund will be in the amount of \$66,000, and the appropriation for this was approved by the City Council on March 23, 2016. The attached Nation Auto Fleet Group letter details the cost of the vehicle to be \$41,013.46. The remaining \$24,986.54 will be used for the outfitting of the vehicle to best serve the needs of the community.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Completed By: Chief Anthony Miranda
Phone: (626) 430-2236


John Davidson, City Manager

RESOLUTION NO. 2016-14-2828

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE PURCHASE OF ONE 2016 CHEVROLET POLICE
TAHOE (PPV) IN THE AMOUNT OF \$66,000 TO INCLUDE THE
PURCHASE AND OUTFITTING OF ONE POLICE VEHICLE AND
WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE
MUNICIPAL CODE SECTION 3.44.080(F)**

WHEREAS, properly functioning police vehicles are vital to providing basic community crime prevention to the citizens of Irwindale and currently the police department is in need of replacing one (1) police vehicle to ensure uninterrupted community safety services to the citizens of Irwindale; and

WHEREAS, the police department fleet of vehicles is aging which is resulting in increased costs for repairs and potential liability associated with vehicle performance; and

WHEREAS, Section 3.44.080(F) of the Irwindale Municipal Code provides for waiving of the formal bidding process when a purchase is beneficial to the interest of the City and is from a supplier who has been awarded a specific item in a contract resulting from a formal competitive bid process by another governmental agency within the State of California; and

WHEREAS, Wondries Fleet Group of Alhambra was awarded the national contract through NJPA master vehicle contract #102811, based off a formal bid procedure for a 2016 Chevrolet Tahoe police package (PPV).

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

SECTION 1. Approval of use of General Funds monies of \$66,000 for the purchase and outfitting of (1) one police vehicle

SECTION 2. That it would be in the best interest of the City to forego with bidding, utilizing the government purchase order established by the NJPA, thus waiving the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(F).

SECTION 3. That the issuance of a purchase order for the purchase of (1) one police vehicle is authorized.

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

PASSED, APPROVED AND ADOPTED this 13th day of April, 2016.

Mark Breceda, Mayor

ATTEST:

Laura Nieto,
Deputy City Clerk

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

I, Laura Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-14-2828 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 13th day of April, 2016, by the following vote:

Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura Nieto
Deputy City Clerk

Proposal Offering
And Acceptance and Award
RFP #102811

FORM D

PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES

Proposal Offering (To be completed Only by Proposer)

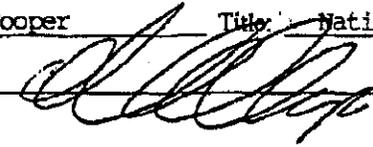
In compliance with the Request for proposal (RFP) for PASSENGER CARS, LIGHT DUTY, MEDIUM DUTY, AND HEAVY DUTY TRUCKS WITH RELATED ACCESSORIES, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined products/services and services in compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: National Auto Fleet Group Date: 11-14-11

Company Address: 490 Auto Center Drive

City: Watsonville State: CA Zip: 95076

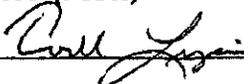
Contact Person: Clarke Cooper Title: National Fleet Manager

Authorized Signature (ink only):  Clarke Cooper
(Name printed or typed)

Contract Acceptance and Award (To be completed only by NJPA)

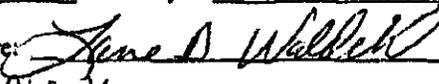
Your proposal offering is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, and the Proposer's Response. The effective date of the Contract be Jan 17, 2012 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  TODD LYISCO
(Name printed or typed)

Title: Executive Director NJPA

Awarded this 17th day of January 2012 Contract Number # 102811-NAF

NJPA Authorized signature:  Gene D Walker
(Name printed or typed)

Title: Board Clerk

Executed this 17th day of January 2012 Contract Number # 102811-NAF

5th YEAR RENEWAL OF AGREEMENT

Made by and Between

National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076

and

National Joint Powers Alliance® (N.J.P.A.)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

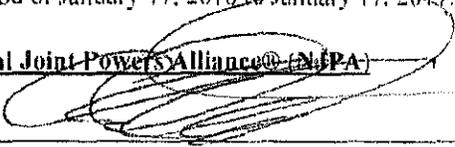
Whereas:

"Vendor" and "N.J.P.A." have entered into an "Acceptance and Award #102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals and a 5th year extension at the option of both parties.

Now therefore:

Members of N.J.P.A. would benefit from exercising the fifth year option. "Vendor" and "N.J.P.A." hereby desire and agree to exercise the 5th year renewal option for the above defined contract for the period of January 17, 2016 to January 17, 2017.

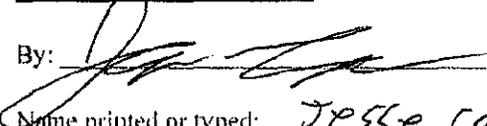
~~National Joint Powers Alliance® (N.J.P.A.)~~

By:  Its: Executive Director/CEO

Name printed or typed: Chad Couette

Date: 7/26/15

National Auto Fleet Group

By:  Its: Manager

Name printed or typed: Jesse Cooper

Date: 7-26-15

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

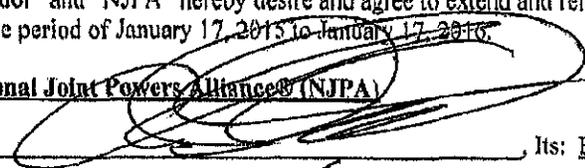
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of January 17, 2015 to January 17, 2016.

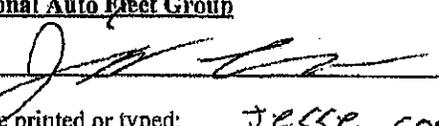
National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Couette

Date 12/8/14

National Auto Fleet Group

By:  Its: MANAGER

Name printed or typed: Jesse Couette

Date 12-5-14

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of January 17, 2014 to January 17, 2015.

National Joint Powers Alliance® (NJPA)

By: *Chad Coquette*, Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 1/15/14

National Auto Fleet Group

By: *Jesse Coquet*, Its: MAAAGET

Name printed or typed: Jesse Coquet

Date 1-14-14

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.
Signature: _____ Date: _____

ANNUAL RENEWAL OF CONTRACT

made by and between

National Auto Fleet Group (Vendor)
490 Auto Center Drive
Watsonville, CA 95076

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, Minnesota 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award # 102811-NAF" for the procurement of Passenger Cars, Light Duty, Medium Duty, and Heavy Duty Trucks with Related Accessories, and having a maturity date of January 17, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts for the period of January 17, 2013 through January 16, 2014.

National Joint Powers Alliance® (NJPA)

By: *Todd Lyzio*, Its: EXECUTIVE DIRECTOR

Name printed or typed: TODD LYSCIO

Date 1/2/13

National Auto fleet Group

By: *Jesse Cooper*, Its: Manager

Name printed or typed: JESSE COOPER

Date 1-2-13

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

AGENDA REPORT

COUNCIL AGENDA
ITEM IE

APR 13 2016

Date: April 13, 2016

To: Honorable Mayor and City Council Members

From: John Davidson, City Manager

Issue: Request to Approve an Amendment to the Project Reimbursement Agreement between the City and Seventh Street Development Inc. ("Developer") for CEQA additional costs associated with a proposed approximately 191,600 square-foot light industrial business park with ancillary offices located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street (Project).

City Manager's Recommendation:

That the City Council approve the attached amended agreement with Seventh Street Development Inc. for additional reimbursement costs associated with the preparation of the CEQA documents by the consultant selected by the City as Lead Agency.

Background:

On January 13, 2016, a contract was approved by City Council between the City and Environmental Impact Sciences (EIS), an environmental consulting firm, in an amount not-to-exceed \$49,950 for preparation of an Initial Study and Mitigated Negative Declaration (MND) for the Project, an approximate 191,600 square-foot light industrial business park with ancillary offices. Seventh Street Development, Inc. ("Developer") has provided a deposit account pursuant to the contract between the City and EIS to reimburse the City 100% of all costs and expenses incurred by the City. Following contract execution with EIS, the City commenced work on the MND, which includes the preparation of a traffic study. As part of the initial project team meetings between the City and EIS, the City's Public Works Department identified a need to expand the scope of the traffic study to be completed as part of the MND. As a result, EIS will be required to prepare a traffic analysis for five (5) additional intersections over and above the eight (8) intersections originally included in the January 13, 2016 scope of work.

The Developer has agreed to reimburse the City 100% of all costs and expenses incurred by the City for the additional environmental work associated with the City's review of the Project. The contract for these additional environmental services, in the amount of \$11,500, is being considered separately by the City Council and will be funded through the subject Project Reimbursement Agreement, which is attached for consideration.

Fiscal Impact:

The City's General Fund will not be impacted. The Applicant will provide an additional deposit of \$11,500 to cover 100% of the cost for the CEQA consultant work.

Fiscal Impact:	 (Initial of CFO)
Legal Impact:	_____ (Initial of Legal Counsel)
Contact Person:	Gustavo J. Romo, Community Development Director 626.430.2206 gromo@ci.irwindale.ca.us


John Davidson, City Manager

Attachment:

Amendment No. 1 to LA/Alderson-Seventh Street Project Reimbursement Agreement

PROJECT REIMBURSEMENT AGREEMENT AMENDMENT NO. 1

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of April 13, 2016, by and between the City of Irwindale, a California municipal corporation ("City"), and Seventh Street Development Inc., a California Corporation ("Developer").

RECITALS

A. The Developer has submitted to City an application for development and operation of an approximately 191,600 square-foot light industrial business park with ancillary offices located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street (Project).

B. The Project is a project under State law, is not exempt under the provisions of the California Environmental Quality Act ("CEQA"), and must be reviewed by City for its potential environmental impacts. A Mitigated Negative Declaration (MND) is anticipated to be required for approval of the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

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

D. On January 13, 2016, a Project Reimbursement Agreement was approved by the City Council between the City and the Developer to reimburse the City for 100% of the costs associated with the preparation of an Initial Study and MND for the Project by consultant, Environmental Impact Sciences (EIS), as well as City Attorney's time to review the documents at a not-to-exceed amount of \$53,950. Following contract execution with the consultant (EIS), the City commenced work on the MND, which includes the preparation of a traffic study. As part of the initial project team meetings between the City and EIS, the City's Public Works Department identified a need to expand the scope of the traffic study to be completed as part of the MND. As a result, EIS will be required to prepare a traffic analysis for five (5) additional intersections over and above the eight (8) intersections originally included in the January 13, 2016 scope of work, which amounts to an additional \$11,500.

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

Section 1. Section 2 of the Agreement, entitled "Payment", at subsections B and C shall be amended to read as follows, with all other subsections of Section 2 remaining unmodified and in full force and effect:

"2. Deposit.

B. City acknowledges that, prior to executing this Agreement, Developer has paid to City a lump sum deposit in the amount of Eleven-Thousand Five-Hundred Dollars and No/100 Cents (\$11,500.00) ("Supplemental Deposit"), bringing the total deposit to Sixty-Five Thousand Four-Hundred Fifty Dollars and No/100 Cents (\$65,450.00), which deposit represents City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses.

C. If City subsequently determines that the Initial Deposit is insufficient, which determination shall be based on the actual Expenses incurred by the City hereunder, then upon receipt of twenty (20) days written notice from City, Developer shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"), provided that the amount of the Initial Deposit and all Supplemental Deposits paid by Developer hereunder (collectively, the "Deposits") shall not exceed in the aggregate Sixty-Five Thousand Four-Hundred Fifty Dollars and No/100 Cents (\$65,450.00). If Developer does not pay any Supplemental Deposit to City when required under this Section 2.C., work on the MND shall be suspended until the applicable Supplemental Deposit is made to City.

...."

Section 3. Due Execution. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

Section 4. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

“City”

ATTEST:

CITY OF IRWINDALE, a California municipal corporation

By: _____
Laura Nieto, Deputy
City Clerk

By: _____
John Davidson, City Manager

Approved as to form:
ALESHIRE & WYNDER

By: _____
Fred Galante, City Attorney

“Developer”

SEVENTH STREET, a California Corporation

By: _____

Its: _____

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Contact Person: Gus Romo, Community Development Director
626.430.2206
gromo@ci.irwindale.ca.us


John Davidson, City Manager

Attachment: Contract Amendment No. 1 for services with Environmental Impact Sciences

**AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES ("Amendment") is made and entered into this 13th day of April, 2016, by and between the **CITY OF IRWINDALE**, a Municipal Corporation (herein "**City**") and **ENVIRONMENTAL IMPACT SCIENCES**, 26051 Via Concha, Mission Viejo, CA 92691 (herein "**Contractor**").

RECITALS

WHEAREAS, on January 13, 2016, the City and Contractor entered into that certain Contract Services Agreement ("Agreement") for Contractor to prepare an Initial Study and Mitigated Negative Declaration pursuant to CEQA Guidelines for the proposed Industrial/Warehouse development located at 4224-4342 Alderson Avenue and 14808-14910 Los Angeles Street (Project) for the City; and

WHEREAS, the City is desirous of amending the Agreement to include additional traffic analysis in support of the Initial Study/Mitigated Negative Declaration prepared for the City on behalf of the Project;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Scope of Services.** The provisions of Section 1.1 of the Agreement shall be amended to include additional services as described in "Change Order 1(A)(1) + New Traffic Counts Analyze 5 new intersections – Expand to a Total of 13 Study Area Intersections," per the Alderson Business Park (Change Order No.1) dated March 10, 2016, included as Exhibit A, Scope of Services.
2. **Contract Sum.** The provisions of Section 2.1 of the Agreement shall be amended to supplement the total contract sum payable to Contractor by the amount of "ELEVEN THOUSAND FIVE HUNDRED (\$11,500.00)" for Fiscal Year 2015 - 2016 so that the Contract Sum of "FORTY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$49,950.00) referenced in Section 2.1 shall be amended to read: "SIXTY ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS (\$61,450.00) (herein "Contract Sum")", Except as so modified, the remaining provisions of Section 2.1 shall remain unmodified and in full force and effect.

3. Due Execution. The person(s) executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

4. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties herto have executed this Amendment as of the date set forth above.

“CITY”
CITY OF IRWINDALE, a California municipal
corporation

John Davidson,
City Manager

ATTEST

Laura Nieto,
Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante
City Attorney

CONTRACTOR:
**ENVIRONMENTAL IMPACT
SCIENCES**

By: _____
Name:
Title: _____

Address: 26051 Via Concha
Mission Viejo, CA 92691

[End of Signatures]
EXHIBIT "A"

SCOPE OF SERVICES



Environmental Impact Sciences

26051 Via Concha
Mission Viejo, California 92691.5614
949.837.1195 949.837.3935 Fax

March 10, 2016

Debby Linn, Project Manager
City of Irwindale
Community Development Department
5050 North Irwindale Avenue
Irwindale, California 91706

Subject: Alderson Business Park (Change Order No. 1)

Dear Debby:

Environmental Impact Sciences (EIS), operating under the provisions of a consulting services agreement, is presently assisting the City of Irwindale's Community Development Department (Department) in the preparation of environmental documents for the proposed Alderson Business Park Project, located at 4224-4342 Alderson Avenue and 14808-14910 E. Los Angeles Street in the City of Irwindale (City). EIS' existing scope of services is as described in our firm's January 5, 2016 letter proposal and, with regards to the assessment of project-related traffic impacts, includes the analysis of a "maximum" of eight study area intersections.

Based on Department-imposed timing considerations, following the execution of our consulting services agreement and in accordance with the City's "Policy Guidelines for the Preparation of Traffic Impact Report" (December 30, 2014) (TIR Guidelines), traffic counts were performed at the following eight intersections: (1) Los Angeles Street/Maine Avenue; (2) Los Angeles Street/Alderson Avenue; (3) Los Angeles Street/Azusa Canyon Road; (4) Cypress Street/Azusa Canyon Road; (5) San Bernardino Road/Azusa Canyon Road; (6) Ramona Boulevard/Maine Avenue; (7) Ramona Boulevard/Downing Avenue; and (8) Ramona Boulevard/Badillo Street.

Following contract award, in response to correspondence to Kwok Tam, Public Works Director/City Engineer, dated February 16, 2016, the City's Public Works Department (Public Works) suggested that the following additional five intersections might warrant consideration as part of the project's traffic analysis: (i) Arrow Highway/Live Oak Avenue; (ii) Arrow Highway/Azusa Canyon Road; (iii) Arrow Highway/Irwindale Avenue; (iv) Olive Street/Azusa Canyon Road; and (v) San Bernardino Road/Sunset Avenue-Irwindale Avenue. None of the five intersections identified by Public Work overlap with the eight intersections identified by EIS. It is, however, noted that EIS conducted traffic counts at each of the five intersections identified by Public Works in 2014 as part of other, independent traffic studies performed for the Department.

EIS acknowledges that, when we submitted our technical proposal, we were unaware of the shared desire of the Cities of Baldwin Park and Irwindale to prohibit medium- and heavy-duty trucks from traveling on Alderson Avenue. Passenger vehicles and light trucks, which make up the bulk of the project's traffic, would not be so prohibited. Public Works' comments may, therefore, have been in the context of a suggested "substitution of one intersection for another" while maintaining a total of eight study area intersections to the included in the project's traffic analysis.

Although EIS believes that the eight intersections which were identified in our scope of services (and for which traffic counts have now been completed) remain relevant, on all engineering matters, we graciously defer to Mr. Tam's insights and expertise. Since the Department has been established as our primary point of contact and is directing the preparation of our work product, with regards to the identification of those intersections to be analyzed in the traffic study, additional guidance is requested concerning: (1) which intersections the Department directs EIS to analyze; and (2) in light of possible cost and timing implications, how the Department would like us to proceed so as to bring the traffic study to fruition.

If the Department believes that the inclusion (or substitution) of those five additional intersections identified by Public Works would prove insightful in assessing project-related impacts and any corresponding fair-share contributions that may be required from the project proponent, EIS is both willing and capable of expanding or modifying our scope of services accordingly. Based on the additional labor commitments and direct costs that would need to be incurred in order to include (or substitute) those additional intersections, EIS requests both a corresponding budget augmentation and additional time authorization to complete the contracted traffic study.

While routine practice is to await the commencement of "out-of-scope" tasks pending formal City Council authorization, aware of the City's timing considerations, EIS is prepared to immediately start work on the added or modified scope with the understanding that the Department would bring this item before the City Council at the earliest opportunity.

If the Department elects to proceed with an expanded or a modified scope of services, this letter constitutes a change order request for that work effort. In addition to option of continuing to perform under the provisions of our existing scope of services, identified below are two possible change order scenarios, including cost variations for each scenarios (i.e., include or exclude new traffic counts as part of that work effort), with corresponding cost the timing implications:

- **Change Order 1(A)(1) + New Traffic Counts
Analyze 5 New Intersections – Expand to a Total of 13 Study Area Intersections**

Under this scenario, the five additional intersections identified by Public Works would be added to the five intersections already being analyzed, resulting in the analysis of a total of 13 study area intersections. Since, under the City's TIR Guidelines, traffic counts cannot be more than 12-months old, new traffic counts would be conducted at the additional five intersections.

*Cost Implication: \$11,500.
Time Extension: 3 weeks.*

- **Change Order 1(A)(2) – No New Traffic Counts
Analyze 5 New Intersections – Expand to a Total of 13 Study Area Intersections**

This scenario is the same as Change Order 1(A)(1); however, rather than conducting new (2016) traffic counts at those five added intersections, with regards to those replacement intersections, the traffic study would rely on the existing 2014 counts, as increased by a factor of two percent per year in order to better reflect 2016 conditions.

Cost Implication: \$10,000

Time Extension: 2 weeks

- **Change Order 1(B)(1) + New Traffic Counts
Substitute 5 New Intersections - Maintaining a Total of 8 Study Area Intersections**

Under this scenario, the traffic study would continue to be based on the assessment of a total of eight intersections; however, the work now underway on the five intersections identified in our January 2016 scope of services which would be replaced by the five new intersections identified by Public Works would be suspended and a new analysis, including new traffic counts, would commence at those replacement intersections.

*Cost Implication: \$6,000
Time Extension: 3 weeks*

- **Change Order 1(B)(2) - No New Traffic Counts
Substitute 5 New Intersections - Maintaining a Total of 8 Study Area Intersections**

This scenario is the same as Change Order 1(B)(1); however, rather than conducting new (2016) traffic counts at those five intersections, with regards to those replacement intersections, the traffic study would rely on the 2014 counts, as increased by a factor of two percent per year in order to better reflect 2016 conditions.

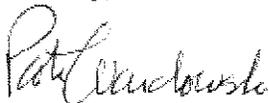
*Cost Implication: \$4,500
Time Extension: 2 weeks*

The requested time extension would commence upon receipt of your authorization to proceed.

If the Department believes that EIS' original scope of services remains appropriate based on the projected volume of project-related traffic (550 new daily PCE-converted trips including 66 new AM peak-hour PCE-converted trips and 69 new PM peak-hour PCE-converted trips) and the assumed distribution pattern of that traffic, no additional costs would be incurred and no additional time would be required to complete the traffic study.

In the interim, pending your response, EIS will continue to perform under the scope of our existing professional services contract.

Sincerely,



Peter Lewandowski
Principal

EXHIBIT "B"

SCHEDULE OF COMPENSATION

The Contract Sum shall not exceed \$61,450.00 as described in Section 2.1 of this Agreement and is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Contractor to complete the services under this Agreement. Contractor shall not be entitled to any other compensation or reimbursement of expenses beyond the above contract sum for performance of services under this agreement.

AGENDA REPORT

APR 13 2016

Date: April 13, 2016

To: Mayor and Members of the City Council

From: John Davidson, City Manager

Issue: Resolution Approving Donation to the 626 Golden Streets

City Manager's Recommendation:

That the City Council of the City of Irwindale approve Resolution No. 2016-15-2829 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE 626 GOLDEN STREETS OF THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO", reading by title only and waiving further reading thereof.

Analysis:

The 626 Golden Streets event is a street festival over 17-miles long that will connect six Gold Line stations from South Pasadena to Azusa for pedestrian and bicycle use. The event will take place on Sunday, June 26, 2016 and will temporary close the streets so that people may walk, run, skate, or bike the streets of San Gabriel Valley without cars. The City of Irwindale is currently planning an event to take place at the Irwindale Station hub, which will include use of the MillerCoors location. The 626 Golden Streets is seeking sponsors for this event, which includes in-kind services. Staff is recommending that the City allow 626 Golden Streets the right to use one of the billboard faces to promote this event.

The City in past years has been supportive of this type of charitable donation and, in fact has approved the use of one of the Clear Channel Communications' billboard faces for one month (estimated value of between \$6,500 to \$15,000 depending on the billboard) for use by the Irwindale Educational Foundation and City of Hope.

The benefits provided by the 626 Golden Streets serve an important public purpose insofar as it encourages individuals to explore the Gold Line Foothill Extension, promotes alternative modes of transportation (transit, walking, and biking), encourages physical activity and active transportation, educates the public about environmental and health issues, and integrates community art, music and culture.

Fiscal Impact: SL (Initial of CFO)

There is no loss of revenues to the City since the Agreement with Clear Channel allows for City use of the billboard for specified periods of time.

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator
Phone: 430-2294

John Davidson, City Manager

Attachment

RESOLUTION NO. 2016-15-2829

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF IRWINDALE FINDING THAT THE PUBLIC PRUPOSE
WOULD BE SERVED BY THE DONATION TO THE 626
GOLDEN STREETS FOR USE OF A BILLBOARD
DISPLAY IN THE CITY OF IRWINDALE AND APPROVING
THE DONATION THERETO**

WHEREAS, 626 Golden Streets will host the first 626 Golden Street event, which is an open street event where streets are temporarily closed to vehicle traffic and open to the public;

WHEREAS, the City Council of the City of Irwindale finds that the 626 Golden Street event serves an important public purpose insofar as it encourages individuals to explore the Gold Line Foothill Extension, promotes alternative modes of transportation (transit, walking, and biking), encourages physical activity and active transportation, educates the public about environmental and health issues, and integrates community art, music and culture.

WHEREAS, annually, the City of Irwindale receives from Clear Channel Communications the right to use two separate displays of certain billboards along the 210 and 605 Freeways for one month per year and the City Council wishes to donate the use of one display of such billboard in May / June 2016 for one month to the 626 Golden Streets to advertise the 626 Golden Streets event; and

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

1. That the City Council finds the above recitals true and correct.
2. That the City Council hereby finds that the donation to the 626 Golden Streets for use of one billboard face display provided by Clear Channel along the 210 and 605 Freeways in May / June 2016 for one month at a time approved by Clear Channel and the City serves the public purpose identified in the above recitals.
3. That the City Council hereby approves the aforementioned donation to the 626 Golden Streets.
4. That the Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2016

Mark A. Breceda, Mayor

ATTEST

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-15-2829 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 13th day of April 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, CMC
Deputy City Clerk



Presented by Metro

April 4, 2016

Ms. Theresa Olivares
Irwindale City Council
5050 N. Irwindale Ave.
Irwindale, CA 91706

RE: 626 Golden Streets - In-Kind Donation Request (605 Billboard Space)

Dear Irwindale Council Members and Staff,

On behalf of the 626 Golden Streets Working group, I am writing you today to formally request your support in helping notify the public about a very special event for the City and its neighbors. Over two years in the making, *626 Golden Streets presented by Metro* will connect seven San Gabriel Valley communities along the Foothill Gold Line extension on Sunday June 26 - aka "626 Day". In order to help get the word out about this free, healthy, family-friendly event, we kindly request the City's support in providing in-kind billboard space along the 210 and/or 605 freeways.

Event Background: What Are "Open Streets"?

"Open Streets" are temporary street closures for automobile traffic that "open" roads for community members of all ages to walk, bike, dance, play, jog, run, socialize and more! First popularized in Bogota, Columbia over 40 years ago, "ciclovias" or Open Streets events have grown tremendously in popularity across the United States in recent years, with hundreds of communities participating with their own events every year. 626 Golden Streets will build on this tradition by temporarily opening stretches of roadway from South Pasadena to Azusa for people to walk, jog, skate, bike and more. Organizers are excited to bring this concept to 7 San Gabriel Valley cities for the first time. As with other ciclovias, there will be no "right" way to experience Golden Streets. Participants may join and depart the route anywhere they wish, and stay for as long as they like.

- **Participating Cities:** South Pasadena, San Marino, Los Angeles County, Arcadia, Monrovia, Duarte, Irwindale, Azusa
- **Event Date:** 626 Day - Sunday June 26, 2016 (8am-2pm)
- **Endorsees and Sponsors (partial list):** San Gabriel Valley Council of Governments, Supervisor Hilda Solis, Gold Line Construction Authority, Kaiser Permanente, City of Hope, SoCalGas, San

Gabriel Mountains Forever, BikeSGV, Aztlan Athletics Foundation, Day One, PAA Cycling, Transition Pasadena, Route 66 Association, Move Monrovia

- **More information:** www.626GoldenStreets.com

Event Goals:

1. Raise awareness about the Gold Line Foothill Extension
2. Promote alternative modes of transportation (transit, walking & biking)
3. Encourage play, physical activity and active transportation
4. Educate the public about environmental and health issues
5. Integrate community art, music and culture

We expect this event to draw participants from across southern California and beyond, providing a wonderful opportunity for the City of Irwindale to showcase its new Gold Line station and other community offerings.

Thank you for your time and consideration,

Wes Reutimann
626 Golden Streets Director
wes@bikeSGV.org
626-529-4615
10900 Mulhall St.
El Monte, CA 91731

AGENDA REPORT

APR 13 2016

Date: April 13, 2016
To: Mayor and Members of the City Council
From: John Davidson, City Manager
Subject: **Professional Legislative Representation Contract Proposal from Joe A. Gonsalves and Son**

City Manager's Recommendation:

That the City Council engage the services of Joe A. Gonsalves and Son to provide services in legislative advocacy and governmental affairs in matters affecting the cities in the State of California. If the Council concurs with staff's recommendation, the appropriate motion would be:

"I move that the City Council approve the attached professional legislative services contract with Joe A. Gonsalves and Son in an amount not to exceed \$4,750 per month."

Background:

Each year the State Legislature and the Governor's office consider hundreds of bills that affect the City of Irwindale and its residents. Tracking, analyzing and providing comments on bills to legislators and the Governor require considerable time and resources. Understandably, it is not practical or possible for staff to attend the numerous Committee meetings in Sacramento to provide testimony on bills and/or to meet with legislators face-to-face to communicate the City's concerns and positions.

As you may recall, the professional legislative representation firm of Joe A. Gonsalves and Son have served the City of Irwindale since 1994 to assist with the City's legislative effectiveness. The company was instrumental in endorsing the City's mining bills and obtaining the necessary support to enable the bills to pass through the legislature and become law.

The scope of services provided by Gonsalves and Son are fully outlined in the attached contract proposal. Below is a partial listing of services provided:

- Represent the City in Sacramento in terms of communicating the City's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- Review all pertinent legislative bills introduced in the California Legislature and inform the City of all such legislation affecting its interest and forward weekly a copy of all such bills to the City. The City will review and analyze all such

legislative bills and inform our advocate of its position on such bills the City wishes to pursue.

- Obtain support, through letters of support and other means, from state legislators and officials for City grant applications.
- Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, the state budget, and other relevant issues.
- Attend and provide testimony on behalf of the City in legislative committee hearings.

Despite the City having to terminate its contractual relationship with Gonsalves and Son in February of 2012 due to the loss of redevelopment, Joe A. Gonsalves and Son continued to support and represent the City of Irwindale's interest at the state level on a "pro bono" basis and continued to list the City of Irwindale as one of its valued clients.

As you review the proposed agreement, you will discover that the contract has a 30-day notice of termination clause by either party as a part of the agreement.

Fiscal Impact:

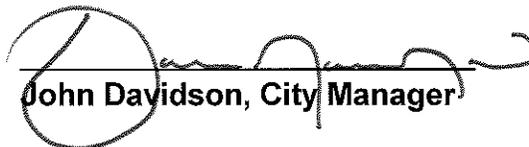
A budget appropriation was approved by the City Council on March 23, 2016 to cover this cost for the remainder of FY 2015-16. Thereafter, the budget for this professional service will be included as part of the annual budget process approved by Council every fiscal year. For the upcoming FY 2016-17, the annual cost will be \$57,000, and will be distributed 60% (\$34,200) to the General Fund and 40% (\$22,800) to the Special Mining Fund.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: John Davidson, City Manager

Phone: (626) 430-2217


John Davidson, City Manager

Attachments (2):

1. Proposed Agreement from Joe A. Gonsalves and Son
2. Gonsalves and Son Client List/References

AGREEMENT

BETWEEN JOE A. GONSALVES & SON AND CITY OF IRWINDALE

The CITY OF IRWINDALE (hereinafter "CITY") wishes to engage the services of JOE A. GONSALVES & SON, a California Corporation, (hereinafter "ADVOCATE"), located at 925 L Street, Suite 250, Sacramento, California, to provide services in legislative advocacy and governmental affairs in matters affecting cities in the State of California.

The purpose of this Agreement is to state the terms and conditions under which ADVOCATE will provide services to CITY.

I. ADVOCATE Representative(s):

The following principal(s) of ADVOCATE are designated as being the principal(s) and representative(s) of ADVOCATE authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Anthony D. Gonsalves
Jason A. Gonsalves
Paul A. Gonsalves

The terms and conditions are limited to the following:

II. ADVOCATE's Scope of Services. ADVOCATE agrees to assume and perform the following duties and responsibilities:

- A. Represent the City in Sacramento in terms of communicating the City's interests to the appropriate elected representatives, key staff members, state agencies and other individuals as needed.
- B. Develop and maintain good working relationships between the CITY and State legislators, legislative staff, and state agencies.
- C. Develop, coordinate and execute the CITY's advocacy efforts, including communication with legislative officials and other governmental officials for the purpose of influencing legislation or administrative action.
- D. Review all pertinent legislative bills introduced in the California Legislature and inform the CITY of all such legislation affecting its

interest and forward weekly a copy of all such bills to the CITY. The CITY will review and analyze all such legislative bills and inform ADVOCATE, in writing, of its position on such bills the CITY wishes to pursue.

- E. Assist in identifying and obtaining state funding available for CITY programs and proposed capital projects.
- F. Obtain support, through letters of support and other means, from state legislators and officials for CITY grant applications.
- G. Provide a monthly written summary during the legislative session and at other times if warranted that gives updates on pending legislation, the state budget, and other relevant issues.
- H. Arrange meetings with legislative representatives or key agency staff and CITY representatives.
- I. Attend and provide testimony on behalf of the CITY in legislative committee hearings.
- J. Provide support, including advising on briefing papers, talking points, etc., when City officials are requested to testify before a legislative committee.

III. CITY Representative:

City Manager or his/her "Designee" is authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, direction, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to ADVOCATE.

IV. CITY's Duties and Responsibilities:

- A. CITY shall analyze and review all legislative bills submitted to it by ADVOCATE and will inform ADVOCATE, in writing, of its position on any and all such bills CITY wishes ADVOCATE to pursue.
- B. CITY shall, on a timely and continuing basis, apprise ADVOCATE of any specific issues it wishes to have analyzed or pursued by ADVOCATE under this Agreement.
- C. CITY shall, on a timely basis, pay all bills and invoices submitted to it by ADVOCATE.

- V. Effective Date and Term. This agreement shall become effective on the 14th day of April 2016, and shall continue in full force and effect unless and until terminated by CITY and/or by ADVOCATE.
- VI. Compensation. CITY shall pay to ADVOCATE the monthly sum of \$4,750 (FOUR THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS) payable in advance on the first day of each month. ADVOCATE is an independent contractor and shall be responsible for all taxes including but not limited to ADVOCATE's employees' withholdings etc.
- VII. Costs and Expenses. Subject to City's prior written approval, CITY shall reimburse ADVOCATE for any travel and/or other expenses directly related to any request by CITY for ADVOCATE to participate in any meetings or activities outside of Sacramento.
- VIII. Attorneys Fees and Costs. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- IX. Indemnification.
- A. Professional Services. In the connection with its professional services, the Contractor shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of city or agency officials, (collectively, "Indemnities"), with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, "Claims"), including but not limited to liability for death or injury to any person and injury to any property, to the extent the same out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ADVOCATE or any of its officers, employees, subcontractors, contractors, or agents in the performance of its professional services under this Agreement. ADVOCATE shall reimburse all reasonable defense costs and expenses, including actual attorneys' fees and experts' costs incurred in connection with such defense.
- B. Other Indemnities. In connection with all Claims not covered by Section A, the ADVOCATE shall defend, hold harmless and indemnify the Indemnities with respect to any and all Claims including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the non-professional acts, omissions, activities or operations of ADVOCATE or any of its officers, employees, subcontractors, Contractors, or agents in the performance of this Agreement. ADVOCATE shall defend Indemnities in any action or actions filed in connection with any such Claims with counsel of CITY's

choice, and shall pay all costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense.

- C. Non-waiver of Rights. Indemnities do not, and shall not, waive any rights that they may possess against ADVOCATE because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement.
 - D. Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, ADVOCATE, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnities, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the ADVOCATE.
 - E. Survival. The provisions of this Section IX shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnities may have under the law. Payment is not required as a condition precedent to an Indemnities' right to recover under this indemnity provision, and an entry of judgment against ADVOCATE shall be conclusive in favor of the Indemnities' right to recover under this indemnity provision.
- X. Insurance: ADVOCATE must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- A. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - 1. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - 2. Primary Property Damage of at least \$250,000 per occurrence; or
 - 3. Combined single limits of \$1,000,000 per occurrence.
 - B. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 - C. Professional liability insurance – Not Applicable.
 - D. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

AGREEMENT CITY OF IRWINDALE

Page 5 of 6

- E. The insurance provided by ADVOCATE will be primary and non-contributory.
 - F. CITY, must be named as additional insured under the general liability policies.
 - G. ADVOCATE must provide certificates of insurance and/or endorsements to the City Clerk of the CITY before the commencement of work.
 - H. Each insurance policy required by this Section must contain a provision that no termination, cancellation or change of coverage can be made without thirty days' written notice to CITY.
- XI. Governing Law. This Agreement shall be governed by the laws of the State of California.
- XII. Entire Agreement/Severability. This Agreement has six (6) pages. It constitutes the entire Agreement between parties regarding its subject matter. If any provision of this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.
- XIII. Notice of Termination.
- A. 30-Day notice of termination under this Agreement by ADVOCATE shall be given to CITY by certified mail to the following address:

Mr. John Davidson, City Manager
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
 - B. 30-Day notice of termination under this Agreement by CITY shall be given to ADVOCATE by certified mail at the following address:

Joe A. Gonsalves & Son
925 L Street, Suite 250
Sacramento, CA 95814
- XIV. Amendments. The Agreement may be modified or amended only by a written document executed by both ADVOCATE and CITY.

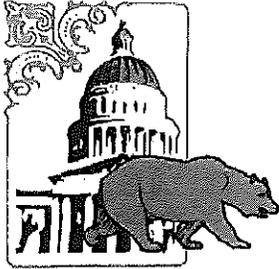
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

JOE A. GONSALVES & SON

DATED: _____ BY _____

CITY OF IRWINDALE

DATED: _____ BY _____



ACCESS SERVICES

3449 Santa Anita Avenue
El Monte, CA 91731
Andre Colaiace, Deputy Executive Director
(213) 270-6000

**CALIFORNIA ASSOCIATION OF DUI
TREATMENT PROGRAMS "CADTP"**

218 North Glendora Avenue
La Puente, CA 91744
Craig French, Chair
(626) 862-2215

**CALIFORNIA CITY MANAGEMENT
FOUNDATION "CCMF"**

2533 Brown Dr.
El Cajon, CA 92020
Ken Pulskamp, Executive Director
(844) 226-2411

**CALIFORNIA MUNICIPAL FINANCE
AUTHORITY**

2111 Palomar Airport Road
Carlsbad, CA 92011
John Stoecker, Financial Advisor
(760) 930-1221

**CALIFORNIA PRODUCER-HANDLER
ASSOCIATION**

313 Casa Linda Drive
Woodland, CA 95695-4722
Amos DeGroot, President
(530) 662-1228

DEL MAR THOROUGHBRED CLUB

2260 Jimmy Durante Blvd.
Post Office Box 700
Del Mar, CA 92014-0700
Josh Rubinstein, President & General Manager
(858) 755-1141

FAIRPLEX - LA COUNTY FAIR ASSOC.

1101 W. McKinley Ave (91768)
Post Office Box 2250
Pomona, CA 91768
Jim Henwood, President
(909) 865-4262

GALE BANKS ENGINEERING

546 South Duggan Avenue
Azusa, CA 91702
Gale Banks
(626) 969-9600

**GATEWAY WATER MANAGEMENT
AUTHORITY "GWMA"**

16401 Paramount Blvd.
Paramount, CA 90723
Grace J. Kast, Executive Officer
(626) 485-0338

LONG BEACH TRANSIT

Post Office Box 731
1963 E. Anaheim St.
Long Beach, CA 90801
Dana E. Pynn, Manager of Government Relations
(562) 591-8753

NORTHROP GRUMMAN SYSTEMS CORP.

2980 Fairview Park Drive
Falls Church, VA 22042-4511
Lesley Kalan, VP of Legislative Affairs
(703) 280-2635

OAK TREE RACING ASSOCIATION

201 Colorado Place (91007)
Post Office Box 60018
Arcadia, CA 91066-6018
(626) 784-4802
Sherwood Chillingworth, Executive V.P.
(626) 784-4804

ORANGE COUNTY FAIR AND EVENT CENTER

88 Fair Drive
Costa Mesa, CA 92626
Kathy Kramer, CEO
(714) 708-1500

PACIFIC EDUCATIONAL SERVICES, INC.

11837 Kemper Road, Suite 2
Auburn, CA 95603
Walter Stockman, President
(530) 888-1010

PORT OF LONG BEACH

4801 Airport Plaza Drive
Long Beach, CA 90815
Samara Ashley, Director of Government Affairs
(562) 283-7780

PORT OF STOCKTON

2201 W. Washington Street
Stockton, CA 95203
Richard Aschieris, Port Director
(209) 946-0246

PORTUGUESE GOVERNMENT

3298 Washington Street
San Francisco, CA 94115
Nuno Vaultier Mathias, Consul General
(415) 346-3400

**SAN GABRIEL VALLEY WATER
ASSOCIATION**

725 North Azusa Avenue
Azusa, CA 91702
Tony Zampiello, Assistant Executive Officer
(626) 815-1305

**SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT "SCAQMD"**

21865 Copley Drive
Diamond Bar, CA 91765
Barry Wallerstein, Executive Officer
(909) 396-3203

WILLDAN GROUP, INC.

2401 East Katella Avenue, Suite 300
Anaheim, CA 92806-6073
Frank Tripepi, Senior Vice President,
Business Development
(714) 940-6300

CITY CLIENTS

CITY OF ATASCADERO

6500 Palma Avenue
Atascadero, CA 93422
Rachelle Rickard, City Manager
Marcia Torgersen, Deputy City Manager
(805) 461-5000

CITY OF AZUSA

213 E. Foothills Blvd.
Azusa, CA 91702
Troy Butzlaff, City Manager
(626) 812-5238

CITY OF BANNING

99 East Ramsey Street
Banning, CA 92220
Michael Rock, City Manager
(951) 922-4860

CITY OF BARSTOW

220 East Mountain View Street, Suite A
Barstow, CA 92311-2839
Curt Mitchell, City Manager
(760) 255-5195

CITY OF BELL

6330 Pine Avenue
Bell, CA 90201
Howard Brown Jr., Interim City Manager
(323) 588-6211

CITY OF BELLFLOWER

16600 Civic Center Drive
Bellflower, CA 90706-5494
Jeffrey L. Stewart, City Manager
(562) 804-1424

CITY OF CAMARILLO

601 Carmen Drive
Camarillo, CA 93010
Bruce Feng, City Manager
(805) 388-5307

CITY OF CERRITOS

Post Office Box 3130
18125 Bloomfield Avenue
Cerritos, CA 90703-3130
Art Gallucci, City Manager
(562) 860-0311

CITY OF CHINO

13220 Central Avenue
Chino, CA 91710
Matthew Ballantyne, City Manager
(909) 334-3302

CITY OF CLAREMONT

207 Harvard Avenue
Claremont, CA 91711
Tony Ramos, City Manager
(909) 399-5441

CITY OF COMMERCE

2535 Commerce Way
Commerce, CA 90040-1487
Jorge Rifa, City Administrator
Fernando Mendoza, Deputy City Admin.
(323) 722-4805 ext. 2814

CITY OF CONCORD

1950 Parkside Drive
Concord, CA 94519
Valerie Barone, City Manager
(925) 671-3150

CITY OF CUDAHY

5220 Santa Ana Street
Cudahy, CA 90201
Jose Pulido, City Manager
(323) 773-5143

CITY OF DIAMOND BAR

21810 Copley Drive
Diamond Bar, CA 91765
Jim DeStefano, City Manager
Ryan McLean, Deputy City Manager
(909) 839-7010

CITY OF EASTVALE

12363 Limonite Avenue, Ste. 910
Eastvale, CA 91752
Michele Nissen, City Manager
(951) 361-0900

CITY OF ELK GROVE

8401 Laguna Palms Way
Elk Grove, CA 95758
Laura S. Gill, City Manager
(916) 478-2249

CITY OF FAIRFIELD

1000 Webster Street
Fairfield, CA 94533
David White, City Manager
Dawn La Bar, Admin. Analyst
(707) 428-7400

CITY OF FILLMORE

250 Central Avenue
Fillmore, CA 93015
David Rowlands, City Manager
(805) 524-37001

CITY OF FOLSOM

50 Natoma Street
Folsom CA 95630
Evert Palmer, City Manager
(916) 355-7350

CITY OF FONTANA

8353 Sierra Avenue
Fontana, CA 92335
Ken Hunt, City Manager
(909) 350-7600

CITY OF GLENDORA

116 East Foothill Blvd.
Glendora, CA 91741-3380
Chris Jeffers, City Manager
(626) 914-8201

CITY OF HAWAIIAN GARDENS

21815 Pioneer Blvd.
Hawaiian Gardens, CA 90716
Ernesto Marquez, City Manager
(562) 420-2641 ext. 201

CITY OF HEMET

445 E. Florida Ave.
Hemet, CA 92543
Alexander P. Meyerhoff, City Manager
(951) 765-2301

CITY OF INDIAN WELLS

44-950 El Dorado Drive
Indian Wells, CA 92210
Wade G. McKinney, City Manager
Phone (760) 346-2489

CITY OF INDUSTRY

15625 East Stafford Street, #100
Industry, CA 91744-3366
Paul Phillips, City Manager
(626) 333-2211

CITY OF IRVINE

1 Civic Center Plaza
Irvine, CA 92606-5207
Sean Joyce, City Manager
(949) 724-6424

IRVINE COMMUNITY LAND TRUST

One Civic Center Plaza, Third Floor
Irvine, CA 92606-5207
Mark Asturias, Executive Director
(949) 724-7388

CITY OF IRWINDALE

5050 N. Irwindale Avenue
Irwindale, CA 91706
John Davidson, City Manager
(626) 430-2217

CITY OF JURUPA VALLEY

8930 Limonite Avenue
Jurupa Valley, CA 92509
Gary Thompson, City Manager
(951) 332-6464

CITY OF LA MIRADA

13700 La Mirada Blvd.
La Mirada, CA 90638
Jeff Boynton, City Manager
(562) 943-0131

CITY OF LA PUENTE

15900 E. Main Street
La Puente, CA 91744
David Carmany, City Manager
(626) 855-1500

CITY OF LA QUINTA

78-495 Calle Tampico
La Quinta, CA 92253
(760) 777-7000
Frank J. Spevacek, City Manager

CITY OF LAGUNA HILLS

24035 El Toro Road
Laguna Hills, CA 92653
Bruce E. Channing, City Manager
Don White, Asst. City Manager
(949) 707-2620

CITY OF LAKEWOOD

5050 Clark Avenue
Lakewood, CA 90712
Howard Chambers, City Manager
(562) 866-9771

CITY OF MORENO VALLEY

14177 Frederick Street
Moreno Valley, CA 92552
Michelle Dawson, City Manager
(951) 413-3020

CITY OF NORWALK

12700 Norwalk Blvd. Room 3
Norwalk, CA 90650
Mike Egan, City Manager
(562) 929-5700

CITY OF PALM DESERT

73-510 Fred Waring Drive
Palm Desert, CA 92260
John M. Wohlmut City Manager
(760) 346-0611

CITY OF PALMDALE

38300 Sierra Highway Ste. A
Palmdale, CA 93550-4798
Jim Purtee, City Manager
(661) 267-5100

CITY OF PARAMOUNT

16400 Colorado Avenue
Paramount, CA 90723-5050
John Moreno, City Manager
(562) 220-2225

CITY OF PLACENTIA

401 East Chapman Avenue
Placentia, CA 92870
Damien Arrula, Acting City Administrator
(714) 993-8117

CITY OF POMONA

505 South Garey Avenue
Pomona, CA 91766
Linda Lowry, City Manager
(909) 620-2051

CITY OF RANCHO CUCAMONGA

10500 Civic Center Drive
Rancho Cucamonga, CA 91730
John Gillison, City Manager
(909) 477-2700

CITY OF REDDING

777 Cypress Avenue
Post Office Box 496071
Redding, CA 96001
Kurt Starman, City Manager
(530) 225-5095

CITY OF ROSEMEAD

8838 East Valley Blvd.
Rosemead, CA 91770
Jeff Allred, City Manager
(626) 569-2104

CITY OF ROSEVILLE

311 Vernon Street
Roseville, CA 95678
Rob Jensen, City Manager
Mark Wolinski, Gov. Relations Analyst
(916) 774-5362

CITY OF SAN BERNARDINO

300 "D" Street, 6th Floor
San Bernardino, CA 92418
Mark Scott, City Manager
(909) 384-5122

CITY OF SANTA FE SPRINGS

11710 E. Telegraph Road
Santa Fe Springs, CA 90670
Thaddeus McCormack, City Manager
(562) 868-0511 ext. 7510

CITY OF SIGNAL HILL

2175 Cherry Avenue
Signal Hill, CA 90755
Charlie Honeycutt, City Manager
(562) 989-7302

CITY OF SIMI VALLEY

2929 Tapo Canyon Road
Simi Valley, CA 93063-2199
Eric Levitt, City Manager
(805) 583-6701

CITY OF SOUTH GATE

8650 California Avenue
South Gate, CA 90280
Michael S. Flad, City Manager
Richard J. Luna, Management Analyst
(323) 563-9503

CITY OF THOUSAND OAKS

2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Scott Mitnick, City Manager
Mina M. Layba, Leg. Affairs Manager
(805) 449-2121

CITY OF TORRANCE

3031 Torrance Blvd.
Torrance, CA 90503
LeRoy J. Jackson, City Manager
(310) 618-5880

CITY OF VALLEJO

555 Santa Clara Street
Vallejo, CA 94590
Daniel E. Keen, City Manager
Craig Whittom, Asst. City Manager
(707) 648-4576

CITY OF VERNON

4305 S. Santa Fe Avenue
Vernon, CA 90058
AJ Wilson, Interim City Administrator
(323) 583-8811 ext. 228

CITY OF VICTORVILLE

14343 Civic Drive
Post Office Box 5001
Victorville, CA 92393-5001
Doug Robertson, City Manager
Keith Metzler, Asst. City Manager
(760) 955-5025

CITY OF WALNUT

21201 La Puente Road

Walnut, CA 91789

Robert M. Wishner, City Manager

(909) 595-7543

CITY OF WEST COVINA

1444 West Garvey Avenue, Room 305

West Covina, CA 91790

Chris Freeland, City Manager

(626) 939-8401

CITY OF WILDOMAR

23873 Clinton Keith Rd, Ste. 201

Wildomar, CA 92595

Gary Nordquist, City Manager

(951) 677-7751

CITY OF YORBA LINDA

4845 Casa Loma Avenue

Post Office Box 87014

Yorba Linda, CA 92885

Mark Pulone, City Manager

(714) 961-7100

AGENDA REPORT

COUNCIL AGENDA
ITEM 2B

APR 13 2016

Date: April 13, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Additional Library Service Hours and Related Staffing and Cost Requirements

City manager's Recommendation:

Adopt Resolution No. 2016-11-2825 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING CHANGES IN LIBRARY SERVICE HOURS, ADDITIONS TO DAYS OF SERVICE, AND APPROPRIATING FUNDS TO MEET RELATED STAFFING NEEDS AND INCREASED OPERATIONAL COSTS".

Analysis:

Given increases in library usage and demand by the community, now is an opportune time to reconsider additional days of library operation and the related additions to library staffing and operational budgets to properly operate on additional days. Summarized below are the background and overview information along with two proposals:

Proposal A: Add two additional days of library service per week

Proposal B: Alternative cost saving proposal to add one additional day of library service per week.

Background

Between 2002 and 2011, the library maintained four and a half days of service per week, Monday through Thursday 9 a.m. to 8 p.m., and Fridays from 2 p.m. to 6 p.m., closed Saturday and Sundays. In May of 2011, based on an analysis of staffing costs in relation to the financial situation of the City at that time, Council approved a reduction of library days and hours of service to the current level of Monday through Thursday 9 a.m. to 7 p.m.

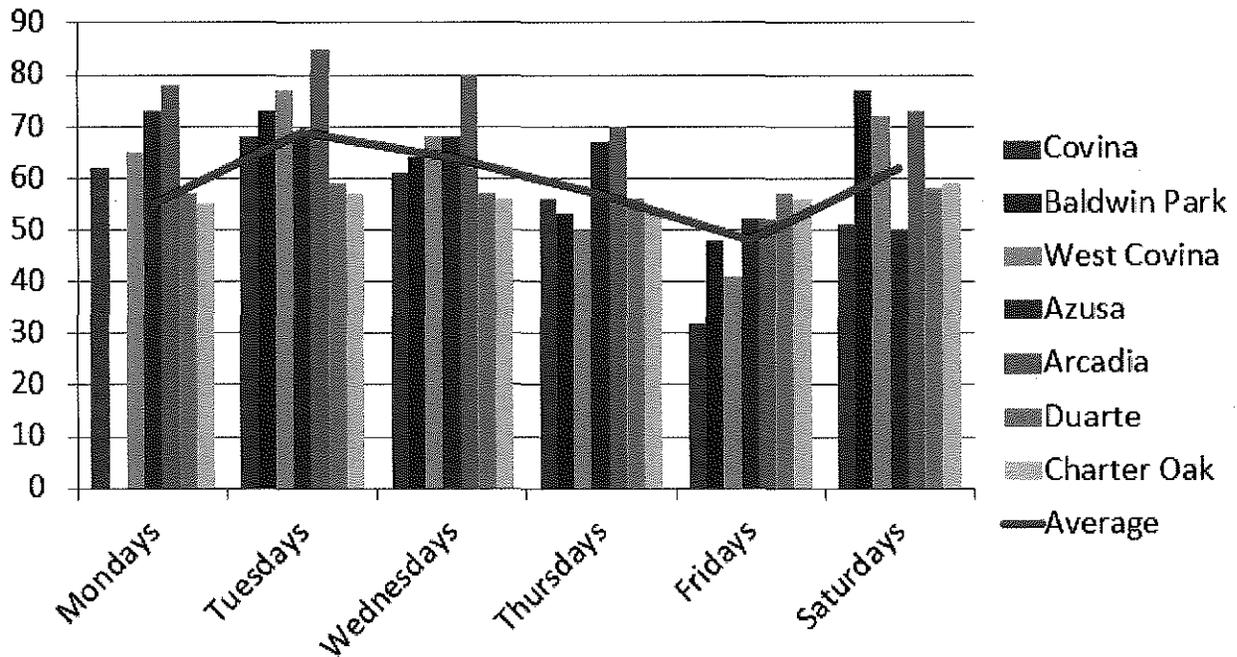
In the summer of 2012, library hours, staffing costs and library usage were reanalyzed and brought before Council to consider increasing library service days to include Fridays and Saturdays. At that time, due to the financial state of the City, it was recommended that the current limited hours of operation be maintained with the

understanding that additional days of operation and related staffing costs would be reconsidered at a future date when the City's financial situation improves.

Benefit to Community

Library service to the community serves as a valuable resource for continuing education, personal development, technology access, literacy-focused programming, and book and media materials for community enrichment and pleasure. Statistically, these services are in the highest demand on Tuesdays and Saturdays in library jurisdictions that neighbor the City of Irwindale (Arcadia, Azusa, Baldwin Park, Charter Oak, Covina, Duarte, and West Covina). Increasing library days of service to include both additional days would be a boon to the community as well as increase opportunities for children, families and adults to engage in meaningful learning experiences. The following statistics illustrate the demand for library service throughout the week for neighboring libraries.

*Neighboring library average daily usage 2015**



*Note: Baldwin Park Library closed on Mondays. Due to differences in library size and collection holdings the above numbers are shown as a *percentage* of library card holders attending libraries in each library jurisdiction in order to better illustrate the general trends in library usage.

Community Input

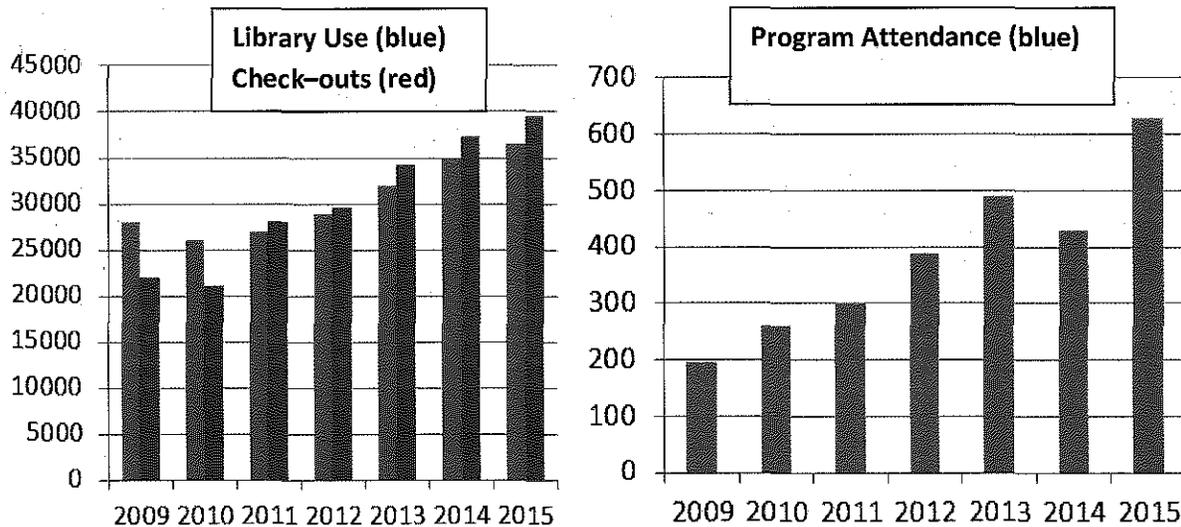
During January and February of 2016, a survey was conducted in the library to determine potential demand for additional days of service. Of the 74 survey forms submitted by library patrons, 87% indicated they would use library services if offered on

Fridays, and 81% indicated that they would use library services if offered on Saturdays. Of those indicating that they would use the library if open on Fridays or Saturdays, 46% responded that they are currently using a neighboring library to receive services on Fridays or Saturdays. Of the total respondents, 13% indicated that they would not use library service if offered on Fridays or Saturdays.

Past Library Usage

Statistical usage of library services at the Irwindale Library over the past 5 years shows significant increases (see charts below). General library usage has increased by 45%, circulation of library materials has increased by 75% and attendance of library programs has increased by 254%. These numbers reflect Monday through Thursday library operations from January 2010 to December 2015. Historical data on previous Friday library usage collected from January 2011 through March of 2011 show that library usage on Fridays was low, amounting to only 25% of usage compared to any other open day of the week. However, given increased demand over the past few years we anticipate greater usage than what was experienced in the past. There is no historical data for library usage on Saturdays in Irwindale; however, libraries traditionally tend to have their highest usage on Saturdays as is shown by the neighboring library statistics presented above.

Irwindale Library historical data



Staffing Required

Analysis and recommendations for staffing needs to adequately cover additional days of service were based on the following criteria: safety, legal requirements, quality of service, and library usage projections

1. Safety

For the safety of both staff and the public, it is considered necessary to maintain a *minimum* staffing level of two staff members while still taking into account staff illnesses or injury, medical leave, jury duty, legally required breaks, attendance at trainings and outreach functions, and staff vacations.

Assaults and incidents occur in libraries everywhere, including our own. From July of 2011 until the present, there have been six incidents caused by individuals in the library that required staff to call for police assistance. In 2010, the library had a situation in which a patron began routinely stalking a library staff member. The City Librarian is routinely informed of instances of assaults, incidents or other illegal activities occurring in our neighboring libraries in the San Gabriel Valley and Greater Los Angeles. Expanding library hours without proportionately increasing staffing would risk the safety of both staff and the public using the library.

2. Legal Requirements

There are legal requirements for employee breaks as well as the maximum number of hours that a part-time staff member can work per week per City policy. When staffing is inadequate, it is not possible to comply with these requirements and simultaneously maintain a minimum staffing level for safety purposes.

3. Quality of Service

The quality of service that we provide is important. This includes not only the availability of staff to meet the immediate needs of patrons, but it also includes staff time to plan, produce and present educational and literacy-based programs; provide outreach service to our partner agencies, schools, senior center, and home-bound residents; maintain and catalog the City's historical archives; acquire and process new books and media items; and other functions related to the efficient functioning of the library.

The needs and expectations of the public in terms of quality of service are high. Sufficient staffing to meet this expectation will be required. Expanding library hours without increasing staffing would necessitate elimination or reduction of library programs, longer wait times for the public, inability to assist the public with computer issues, and a reduction in the number and variety of new books and media items that would be processed and available for public use as this requires a significant investment of staff time.

4. Library Use Projections

Based on the statistics (shown above) for neighboring libraries, as well as the increase in library use at Irwindale Library over the past five years, we project that general use of the Irwindale Library with additional days of service would increase by 15% (Fridays) to 29% (Fridays/Saturdays) annually and circulation of library materials would increase 18% to 35% annually. The calculated staffing needs presented here take these projections into account.

PROPOSALS

Proposal A:

Add two additional days of library service per week (Fridays and Saturdays)

1. Proposed hours of service would be:

- Mondays through Thursdays 9:00 a.m. to 7:00 p.m. (holidays excluded)
- Fridays 11:00 a.m. to 7:00 p.m. (holidays excluded, hours match service hours for Gym)
- Saturdays 10:00 a.m. to 4:00 p.m. (holidays excluded, hours match service hours for Gym)

This would add 700 additional hours of service to the public per year, not accounting for holidays.

2. Required additional staffing* for adequate coverage would be:

- a. One part-time Senior Library Page, working 999 hours per fiscal year at a cost of \$15,300.
- b. Three to four part-time Library Pages working a total of 2,997 hours per fiscal year at a cost of \$40,700.

3. Required additional operational costs required would be:

- a. Janitorial: Two additional days of janitorial service per fiscal year at an annual cost of \$3,200. Budget increase would be applied to Public Works account #01-52-524-42300-0000.
- b. Utility: Increased annual cost of \$6,900. Budget increase would be applied to the Administrative Services Department account #01-18-180-42216-0000.
- c. Program and Summer Reading: Proposed additional days of service will require an increase of \$2,000 to the Library's program budget and \$1,000 to the Library's Summer Reading budget. Budget increases would be to accounts 01-44-440-42240-1740 and 01-44-440-42240-1710 respectively.

Total additional annual costs for Library service on Fridays and Saturdays are:

Staffing	\$56,000
Operational	<u>\$13,100</u>
TOTAL	\$69,100

*Note: This is in addition to, not in lieu of, the current library staff vacancy for Library Technician, which is required for our normal four-day operation.

Proposal B:

Alternative cost saving proposal to add a one additional day of library service per week (additional day on Fridays only):

1. Proposed hours of service would be:

- Mondays through Thursdays 9:00 a.m. to 7:00 p.m. (holidays excluded)
- Fridays 11:00 a.m. to 7:00 p.m. (holidays excluded, hours match service hours for Gym)

This would add 400 additional hours of service to the public per year, not accounting for holidays.

2. Required additional staffing* for adequate coverage would be:

- a. One part-time Senior Library Page working 999 hours per fiscal year at a cost of \$15,300.
- b. One to two part-time Library Pages working a total of 999 hours per fiscal year at a cost of \$13,600.

3. Required additional operational costs required would be:

- a. Janitorial: One additional day of janitorial service per fiscal year at an annual cost of \$2,200. Budget increase would be applied to Public Works account 01-52-524-42300-0000.
- b. Utility: Increased annual cost of \$3,500. Budget increase would be applied to the Administrative Services Department account #01-18-180-42216-0000.
- c. Program and Summer Reading: Proposed additional days of service will require an increase of \$700 to the Library's program budget and \$500 to the Library's Summer Reading budget. Budget increases would be to accounts 01-44-440-42240-1740 and 01-44-440-42240-1710 respectively.

Total additional annual costs for Library service on Fridays only are:

Staffing	\$28,900
Operational	<u>\$ 6,900</u>
TOTAL	\$35,800

*Note: This is in addition to, not in lieu of, the current library staff vacancy for Library Technician, which is required for our normal four-day operation.

Projected date of implementation

For either proposal, the projected month of implementation would be June of 2016 with the goal of coinciding with the beginning of Covina Valley Unified Schools District's summer vacation; however, this is contingent on the hiring process of necessary staff being completed by the end of May 2016 and compliance with any applicable requirements to meet and confer with current staff representatives.

Fiscal Impact:

The cost of additional service days added to the Library will be charged to the General Fund. If approved, the new schedule with additional Library days and hours will be implemented in June 2016. Therefore, for the current fiscal year an additional appropriation will be required for Proposal A of \$5,800, or Proposal B of \$3,000. These amounts equal one month of the estimated annual costs for FY 2015-16.

For FY 2016-17, the budget for the approved proposal will be added through the City's regular budget process to be presented for Council approval in June 2016.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Contact Person: Ryan Baker, City Librarian

Phone: 626-430-2228


John Davidson, City Manager

RESOLUTION NO. 2016-11-2825

Proposal A

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING CHANGES IN LIBRARY SERVICE HOURS, ADDITIONS TO DAYS
OF SERVICE, AND APPROPRIATING FUNDS TO MEET RELATED STAFFING
NEEDS AND INCREASED OPERATIONAL COSTS**

WHEREAS, the Irwindale Public Library seeks to enhance the quality of life, opportunity for lifelong learning, access to print and media resources, and opportunities to engage the mind; and

WHEREAS, demand for library services and attendance of library programs over the past four years has risen considerably, and current surveys of library users demonstrate that additional days of service are desirable; and

WHEREAS, subject to any applicable requirements to meet and confer with staff representatives, the City Council wishes to adopt this Resolution to provide additional days of service and staffing for the library.

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

SECTION 1. Two additional days of library service, Fridays and Saturdays, shall be added per week for a total of 700 additional hours of service to the public per year.

SECTION 2. That \$5,800 be appropriated to cover the cost of additional staffing and operations necessary for additional service hours for FY 2015-16.

SECTION 3. That additional days of service shall be implemented after required staff are hired and trained.

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

PASSED, APPROVED AND ADOPTED the 13th day of April 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-11-2825 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of April 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

RESOLUTION NO. 2016-11-2825

Proposal B

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING CHANGES IN LIBRARY SERVICE HOURS, ADDITIONS TO DAYS
OF SERVICE, AND APPROPRIATING FUNDS TO MEET RELATED STAFFING
NEEDS AND INCREASED OPERATIONAL COSTS**

WHEREAS, the Irwindale Public Library seeks to enhance the quality of life, opportunity for lifelong learning, access to print and media resources, and opportunities to engage the mind; and

WHEREAS, demand for library services and attendance of library programs over the past four years has risen considerably, and current surveys of library users demonstrate that additional days of service are desirable; and

WHEREAS, subject to any applicable requirements to meet and confer with staff representatives, the City Council wishes to adopt this Resolution to provide additional days of service and staffing for the library.

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

SECTION 1. One additional day of library service, Fridays, shall be added per week for a total of 400 additional hours of service to the public per year.

SECTION 2. That \$3,000 be appropriated to cover the cost of additional staffing and operations necessary for additional service hours for FY 2015-16.

SECTION 3. That additional days of service shall be implemented after required staff are hired and trained.

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

PASSED, APPROVED AND ADOPTED the 13th day of April 2016.

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-11-2825 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 13th day of April 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

COUNCIL AGENDA
ITEM 2C

APR 13 2016

Date: April 13, 2016
To: Mayor and Council Members
From: John Davidson, City Manager
Issue: Commission Appointments and Vacancies

City Manager's Recommendation:

That Council discuss and provide direction to staff.

Analysis:

Commission appointments are typically made at the last City Council meeting of the year, for commission service to begin on January 1st of the following year. Section 2.28.020(c) of the Irwindale Municipal Code grants the City Council the authority to remove Commission members at any time, with or without cause. Should a commissioner be removed from service, his/her unexpired term will be noticed in accordance with California Government Code 54974 (commonly referred to as the Maddy Act), and final appointment of a new commissioner to serve for the remainder of the unexpired term shall not be made by the City Council for at least ten working days after the posting of the notice.

Fiscal Impact:  (Initial of CFO)

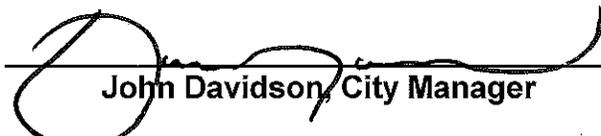
None

Legal Impact: _____ (Initial of CA)

None

Prepared By/Contact Person: Laura Nieto, Deputy City Clerk

Phone: 626-430-2202


John Davidson, City Manager

Chapter 2.28 - PARK AND RECREATION COMMISSION

Sections:

2.28.010 - Appointment by council.

Each member of the park and recreation commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

(Ord. 489 § 1, 1994; Ord. 487 § 1, 1994).

2.28.020 - Members—Appointment—Removal—Vacancies.

A. The members of the present park and recreation commission established by motion of the city council are continued in office and shall determine their respective terms by lot so the terms of two shall expire on December 31, 1959. Thereafter members appointed shall serve for terms of three years.

B. The terms in effect on the date of the adoption of this ordinance are:

December 31, 1986:	(Jennie Chavez)
December 31, 1986:	(Ignacio Miranda)
December 31, 1987:	(Danny Diaz)
December 31, 1985:	(John Fraijo)
December 31, 1985:	(Christina Orosco)

C. Commission members may be removed with or without cause, by a majority vote of the city council at any time.

D. Unexcused absence from a majority portion of three successive meetings shall be deemed a resignation.

E. Vacancies to the commission shall be filled by the council in the same manner as new appointments are made, except that such an appointee shall serve only for the unexpired term of the person whose seat he has been appointed to.

(Ord. 389 § 1, 1985).

2.28.040 - Compensation and expenses.

Each member of the parks and recreation commission shall receive the sum of one hundred seventy-five dollars for each regular meeting of the parks and recreation commission actually attended by each such commissioner, not to exceed a maximum of one hundred seventy-five dollars per month. Each commissioner may receive reasonable travel, subsistence, lodging and incidental expenses incurred for attendance at conferences and actual and necessary expenses incurred by commissioners in the performance of their official duties. All expense reimbursements shall be made in accordance with policies and procedures established therefor by the city council and shall be approved by the city council.

(Ord. 561 § 1, 2002; Ord. 482 § 1, 1994; Ord. 430 § 1, 1989; Ord. 387 § 1, 1985; Ord. 313 § 1, 1977; Ord. 222 § 1, 1968; Ord. 62 § 1(part), 1959; prior code § 2423).

2.28.050 - Rules and procedures.

The park and recreation commission may prescribe its own rules and regulations for the conduct of its meetings and affairs. As soon as practicable following the first of January of each year, the commission shall elect one of its members as chairman to serve as such at the pleasure of the commission. The commission shall hold regular meetings at least once a month at such time or times as it prescribes and may hold such special meetings as it may desire.

(Ord. 62 § 1(part), 1959; prior code § 2424).

2.28.060 - Powers and duties.

The park and recreation commission shall have the power and duty to:

- A. Act in advisory capacity to the city council in all matters pertaining to parks and community recreation;
- B. Assist the city council and city manager in the planning of parks and recreation programs for the inhabitants of the city, promote and stimulate public interest therein, and solicit the cooperation of school authorities and other public and private agencies interested therein;
- C. Assist and make recommendations to the city council and city manager for the implementation and enforcement of all ordinances of the city relating to parks and recreation;
- D. Consider the annual budget for parks and recreation during the process of its preparation and make recommendations with respect thereto to the city council and city manager;
- E. Perform such other duties not inconsistent with this chapter as may be prescribed by the city council.

(Ord. 62 § 1(part), 1959; prior code § 2425).

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

Successor Agency Agenda

Item No. 1A1

April 13, 2016

MARCH 23, 2016
WEDNESDAY
9:38 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

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

Absent: Councilmember Manuel R. Garcia

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Natalie Nocom, Acting Human Resources Manager, and Laura Nieto, Deputy City Clerk

CONVENE IN OPEN SESSION

At 9:38 p.m., the Successor Agency convened in Open Session.

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Garcia absent.

ITEM NO. 1A1 MINUTES

MINUTES

The following minutes were approved as presented:

- 1) Regular meeting of March 9, 2016

ITEM NO. 1B WARRANTS

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:39 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Successor Agency Agenda

Item 1B

April 13, 2016

Accounts Payable

Checks by Date - Summary By Check Number

City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59069	ROSENO	Rosenow Spevacek Group Inc	03/24/2016	343.75
			Report Total:	343.75

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
59097	ALESHIRE	Aleshire & Wynder, LLP	04/05/2016	8,385.00
			Report Total:	8,385.00

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

HOUSING AGENDA
ITEM IAI

MARCH 23, 2016
WEDNESDAY
5:30 P.M.

APR 13 2016

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

ROLL CALL:

Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; Eva Carreon, Finance Director; Fred Galante, Authority Attorney; Anthony Miranda, Chief of Police; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Natalie Nocom, Acting Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the Housing Authority recessed to Closed Session to discuss the following:

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

Property: 16015 Martinez Street
Negotiating Parties: Fred Galante, Authority Counsel; Becky Caha, RSG on behalf of Housing Authority; David Fraijo and Angela Fraijo, Property Owners
Under Negotiation: Negotiation of price and terms of acquisition

ACTION: Direction provided on potential acquisition; no further reportable action taken (Authority Member Garcia and Vice Chair Ambriz abstaining and not participating)

**RECONVENE IN
OPEN SESSION**

At 9:39 p.m., the Housing Authority reconvened in Open Session with all members present, except for Authority Member Garcia, who left the meeting at 9:27 p.m.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Authority Member Garcia absent.

ITEM NO. 1A
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting of March 9, 2016.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:40 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary

AGENDA REPORT

APR 13 2016

Date: April 13, 2016

To: Chairman and Housing Authority Board Members

From: John Davidson, Executive Director

Subject: Approval of Amendment #1 for Professional Services Agreement with Rosenow Spevacek Group, Inc. for the Mayans Housing Purchase Program

Executive Director's Recommendation:

Authority approve Resolution No. HA 2016-01-054 entitled, "**AMENDMENT NO. #1 TO CONTRACT SERVICES AGREEMENT WITH RSG FOR FIRST TIME HOMEBUYER PROGRAM: MAYANS HOUSING PURCHASE PROGRAM**", reading by title only and waiving further reading thereof.

Analysis:

The Authority approved a contract with RSG on March 26, 2014 to perform the task of reviewing and prioritizing the applications, preparing the Authority's documents relating to the Authority's silent second, coordinating escrow, and conducting the home purchase lottery for a contact amount not to exceed \$50,000.

Due to the timing of the project, RSG was required to conduct an additional income verification of all applicant participating in the program. Additionally several of the mailings that were sent to the 123 applicants were mailed out via certified mail, in addition to first class mail. As a result of these unanticipated expenditures, it is now necessary for the Authority to approve an additional contract amount of \$25,000, in order for RSG to complete the required tasks.

The proposed Amendment also recognizes the change of the contractor's name from Rosenow Spevacek Group, Inc. to RSG.

Approval of this Amendment will retroactively approve the services beginning June 30, 2015 through April 13, 2016 for work already completed by RSG. Additionally, this extension will provide for an additional 2-year term to expire on June 30, 2017.

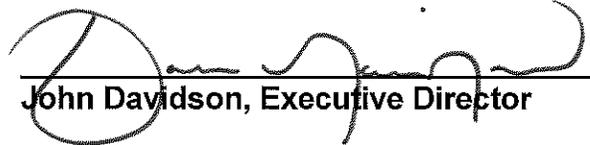
Fiscal Impact:

There are currently sufficient funds remaining in the Housing Authority Budget to cover this additional cost in the contractual services account.

Fiscal Impact: *EO* (Initial of CFO)

Legal Impact: _____ (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator
Phone: 430-2294



John Davidson, Executive Director

Attachment

RESOLUTION NO. HA 2016-01-054

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH RSG FOR FIRST TIME HOMEBUYER PROGRAM: MAYANS HOUSING PURCHASE PROGRAM

WHEREAS, the Irwindale Housing Authority (“Authority”) has made a long term commitment to assess the housing needs and preserve, improve, and increase the supply of housing affordable to low and moderate housing in the community; and

WHEREAS, the Authority is in the process of developing a new housing project consisting of 21 single family homes;

WHEREAS, the application deadline for the Mayans Housing Purchase Program was April 30, 2013;

WHEREAS, the Authority is in the process of developing a new housing project consisting of 21 single family homes;

WHEREAS, due to the appeals received and the timing of the Project, RSG was required to perform an additional income verification for all applicants to ensure that the applicants met the Irwindale Housing Authority Guidelines, Policies and Procedures for the Mayans Housing Purchase Program;

WHEREAS, the Authority held the lottery to award the 21 housing units on October 26, 2015;

WHEREAS, additional funds are required to complete the tasks requested of RSG, including loan documentation preparation and recordation; and

WHEREAS, the Authority desires to amend the Agreement and contract amount.

NOW, THEREFORE, the Board of Directors of the Irwindale Housing Authority does hereby find and determine as follows:

SECTION 1. The Authority approves the contract with RSG for contract services, which contract shall commence retroactively on June 30, 2015 and continue until the services are completed, as further set forth in the contract provided with this Resolution.

SECTION 2. The Authority approves the additional not to exceed amount of \$25,000, for a total contact amount of \$75,000.

SECTION 3. The Authority Assistant Secretary shall certify to the passage and adoption of this resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 13th day of April 2016.

Mark A. Breceda, Chair

ATTEST:

Laura M. Nieto, CMC
Authority Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. 2016-01-054 was adopted at a regular meeting of the Housing Authority held on April 13, 2016, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

Laura M. Nieto, CMC
Authority Assistant Secretary

**AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH ROSENOW
SPEVACEK GROUP, INC. FOR FIRST TIME HOMEBUYER PROGRAM: MAYANS
HOUSING PURCHASE PROGRAM**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 1") is made and entered into this 13th day of April 2016, by and between the IRWINDALE HOUSING AUTHORITY, a Municipal Corporation, (herein "Authority") and RSG, (herein "Contractor").

RECITALS

WHEREAS, on or about March 9, 2014, the Authority and Contractor entered into that certain Contract Services Agreement for contract services for the First Time Homebuyer: Mayans Housing Purchase Program ("Agreement");

WHEREAS, the Authority and Contractor are desirous of amending Section 2.1 of the Agreement to increase the Contact Sum by \$25,000 for a total contract amount of \$75,000 pursuant to the terms of this Amendment No. 1 to secure Contractor's services to finalize the applicant eligibility review process and loan documentation preparation; .

WHEREAS, the terms of the Agreement provide that that the Agreement remain in full force until March 31, 2015;

WHEREAS, the Authority and Contractor have continued to work under the terms of the Agreement beyond the termination date in a mutual effort to complete the project and are desirous of extending the term of the Agreement retroactively to June 30, 2015 and for two (2) additional years under the same terms as those set forth under the Agreement; and

WHEREAS, the Agreement was previously with Contractor under the name Rosenow Spevacek Group, Inc. and Contractor has informed Authority that its new entity name is RSG;

WHEREAS, the parties wish to extend the term of the Agreement pursuant to the provisions of this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Authority hereby consents to the transfer of the Agreement from Rosenow Spevacek Group, Inc. to Contractor, now named RSG.
2. Section 2.1 of the Agreement entitled "Compensation" shall be amended in its entirety to read as follows:

"2.1 Contract Sum. For services rendered pursuant to this Agreement, Contractor shall be compensated in

accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding collectively SEVENTY-FIVE THOUSAND DOLLARS (\$75,000).

3. Section 5.1 of the Agreement entitled "Term" shall be amended in its entirety to read as follows:

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, but shall in no event expire before June 30, 2017.

4. Full Force and Effect. Except as expressly modified herein all other provisions of the Agreement shall remain unmodified and in full force and effect.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment No. 1 as of the date first written above.

AUTHORITY:

IRWINDALE HOUSING AUTHORITY,
a Municipal Corporation

John Davidson, Executive Director

ATTEST:

Laura M. Nieto, Authority Assistant Secretary

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

Fred Galante
Authority Attorney

CONTRACTOR:

ROSENOW SPEVACEK GROUP, INC.

By: _____
Name: Tara Matthews
Title: Principal

Address: 309 West 4th Street
Santa Ana, CA 92701

[END OF SIGNATURES]

EXHIBIT "A-1"

SCOPE OF SERVICES

For this engagement, RSG proposes to continue providing "turn-key" staffing services wherein RSG personnel would be available to handle some or all of the tasks required to provide first time homebuyer assistance under the Program.

Loan Processing \ Coordination

RSG will work with Mayans, homebuyers, escrow and title to ensure that all items needed to close escrow are provided and accurately accounted for. RSG will also prepare all Authority loan documents necessary for homebuyer signature. RSG will also monitor the close of escrow and document recordation.

Loan Document Preparation/Processing Fee \$750.00 per loan

The above fee is on a per loan basis, and will be due upon close of escrow. There are 21 homebuyers currently participating in this program.

EXHIBIT "B-1"

SCHEDULE OF COMPENSATION

Although the total loan document/processing fee can be determined, it is difficult to estimate the number of hours that will be required for general program administration and coordination. RSG believes that an annual contract of \$25,000 will be sufficient to cover the loan document preparation/processing and any other administrative activities that will need to be performed for the remainder of the Program. Our fee is based upon an estimate of anticipated number of annual hours needed. If the Scope of Services is substantially changed in the future, RSG will notify the City and request a fee adjustment. The annual fee will be subject to an annual inflationary adjustment in accordance with the published Consumer Price Index pertinent to Los Angeles County.

The hourly fee will be based upon the following billing rates:

Principal	\$230
Senior Associate	\$180
Associate	\$160
Senior Analyst	\$135
Analyst	\$125
Technician	\$ 80

Contractor shall be paid the up to the Contract Sum, after the services are completed and within 30 days of Contractor's delivery to the Authority of an invoice specifically describing the services and deliverables. Any expenses, including but not limited to, airfare, hotel, meals, car rental or otherwise shall not exceed the Contract Sum and shall be pre-approved in writing by the Authority. Any expenses shall be separately itemized in any invoice submitted by Contractor to Authority.