

CITY OF IRWINDALE



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

AMENDED

NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

APRIL 26, 2023

SPECIAL MEETING – 5:30 P.M. - CLOSED SESSION

REGULAR MEETING - 6:30 P.M. - OPEN SESSION

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

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

[Webinar ID: 871 0459 2389](#)

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

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

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

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Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING – 5:30 P.M.**CALL TO ORDER**

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

AB 2449 DISCLOSURES

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

SPONTANEOUS COMMUNICATIONS

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

CONSENT CALENDAR

1. Request to approve a Consultant Services Agreement with Harvey Consulting Group, Inc. (HCG, Inc.), Inc. to prepare Addendum No. 2 to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation

Department: *Community Development*

Recommendation: That the City Council approve the Consultant Services Agreement with Harvey Consulting Group (HCG), Inc. to prepare Addendum No. 2 to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation.

2. Request to approve a Project Reimbursement Agreement between the City and United Rock Products (“Applicant”) for Project costs associated with the proposed Addendum No. 2 to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation

Department: *Community Development*

Recommendation: That the City Council approve the Project Reimbursement Agreement with United Rock Products for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed conditions of approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as the Lead Agency and costs incurred by the City’s Attorney’s office.

RECESS TO CLOSED SESSION

3. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

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

Agency negotiator: Julian A. Miranda, City Manager and William K. Tam, Interim Director of
Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under negotiation: Sublease Price and Terms

4. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Attorney

RECONVENE IN OPEN SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

****Special meeting agenda amended on Monday, April 24, 2023 to include highlighted Items 1 and 2***

OPEN SESSION – 6:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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

CHANGES TO THE AGENDA

COUNCIL MEMBER TRAVEL REPORTS

COUNCILMEMBER COMMENTS

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Irwindale Chamber of Commerce Business of the Month – Santa Anita Park

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.

1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

a) Special Joint meeting held February 22, 2023

2. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

3. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2023 (City Council, Successor Agency and Housing Authority)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2023.

4. 4th of July Fireworks Spectacular Show Update

Department: Public Services

Recommendation: Receive an update on the 4th of July Fireworks Spectacular Show.

5. Amendment No. 2 to Memorandum of Agreement (MOA) between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Regional VMT (Vehicle-Miles-Traveled) Analysis Model

Department: Engineering

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the Memorandum of Agreement (MOA) between the San Gabriel Valley Council of Governments and the City of Irwindale which will: 1) update the web-based Regional VMT Model and Assessment Tool to the scope of work with a maintenance period of 5 years; 2) approve a Not to Exceed amount of \$15,000; and 3) extend the term of the MOA to April 1, 2028.

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.

Any public member addressing the Board shall limit his or her address to three (3) minutes regarding the subject under discussion. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. In no event shall the total amount of speaking time exceed 6 minutes per person for the subject under discussion. Organized group of persons wishing to address the Board on the same subject matter, should select a spokesperson to represent the group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

NEW BUSINESS

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

6. Recognition of Pride Month

Department: Administration

Recommendation: Discuss and provide direction to staff.

7. Verbal Update on Request for Dog Park

Department: Public Services

8. Introduction and First Reading of Ordinance No. 769, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS 709, 743, AND 764 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ"

Department: Engineering

Recommendation: Introduce the first reading of Ordinance No. 769 amending Title 15 of Irwindale Municipal Code by adding Chapter 15.07 – Existing Building Code and adopting by reference the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and schedule a public hearing on May 10, 2023.

9. Consideration to extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products Pit No. 2 until August 31, 2023

Department: Engineering

Recommendation: Consider allowing United Rock Products, Inc. (United) to continue the current hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until August 31, 2023. The current hours of operation are:

Monday to Friday 7 a.m. to 3 p.m.

Saturday 7 a.m. to 5 p.m. (Only the 2nd and 4th Saturday of each month)

PUBLIC HEARINGS

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

CITY MANAGER'S REPORT

REQUESTS BY COUNCILMEMBERS FOR FUTURE AGENDA ITEMS

ADJOURN

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

AB 2449 DISCLOSURES

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

CONSENT CALENDAR

10. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

a) Special Joint meeting held February 22, 2023

11. Warrants

Department: Finance

None for approval

12. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2023 (City Council, Successor Agency and Housing Authority)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2023.

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.

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

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

CONSENT CALENDAR

13. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

- a) Special Joint meeting held February 22, 2023
- b) Regular meeting held February 22, 2023
- c) Regular meeting held March 8, 2023

14. Investment Quarterly Report for Fiscal Quarter Ending March 31, 2023 (City Council, Successor Agency and Housing Authority)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2023.

15. Approving and Authorizing Use of the 10-Acre Site, Assessor's Parcel Number 8417-34-912, for the City of Irwindale's July 4, 2023 Fireworks Display Spectacular Event

Department: Public Services

Recommendation: **Adopt Resolution No. HA 2023-04-135** entitled, "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2023 FIREWORKS DISPLAY SPECTACULAR EVENT" by title only, with further reading waived.

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.

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on April 26, 2023, be posted at the City Hall, Library, and Post Office on April 20, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

ASP Item 1

Date: April 26, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to approve a Consultant Services Agreement with Harvey Consulting Group, Inc. (HCG, Inc.), Inc. to prepare Addendum No. 2 to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation.

City Manager's Recommendation:

- 1) That the City Council approve the attached Consultant Services Agreement with Harvey Consulting Group (HCG), Inc. to prepare Addendum No. 2 to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation.

Administrative Action:

Submitted by:

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

Prepared by:

Lisa Chou, Associate Planner

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

William K. Tam,
Interim Director of Engineering/Building Official

Marilyn Simpson

[Signature]

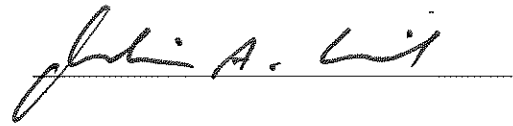
Electronically Approved

[Signature]

[Signature]

Approved by:

Julian A. Miranda, City Manager



BACKGROUND

United Rock Products (URP), the Applicant, submitted a request to allow for an increase in the annual rate of mining from 1.5 million tons to 2 million tons and to relocate the entrance to the Olive Pit for property located at 4407 Azusa Canyon Road (APN: 8415-001-906), in the Q (Quarry) zone (Project). The applications include requests for a modification to the Development Agreement, modification to the License Agreement, the Reclamation Plan, and environmental analyses, which may be required under the California Environmental Quality Act (CEQA) if the additional impacts exceed that of the certified FEIR.

On January 25, 2023, City Council authorized the City Manager to sign the application for a modification of the Development Agreement to allow an increase in the annual rate of mining from 1.5 million tons to 2 million tons and to relocate the entrance to the Olive Pit. Although the amount of aggregate to be mined per year is proposed to increase, the total aggregate to be mined over the life of the operation will remain the same. However, in order to consider the Applicant's request, an environmental analysis needs to be prepared to assess any potential environmental impacts related to traffic, noise, and air quality as reported in the FEIR and Addendum No. 1. If analyses prepared for Addendum No 2 concludes that there will be substantial changes with new information regarding potential impacts and new mitigation measure of a type or scope not previously contemplated, the City will prepare a Supplemental EIR which will require a separate scope of work. (Attachment 1, HCG, Inc. Proposal)

HCG, Inc. previously prepared the EIR and Addendum No. 1 for the Olive Pit. The firm was selected for the current application to prepare the environmental analysis and appropriate CEQA document per the Contract Acquisition and Timelines for Contract Reestablishment Policy. HCG, Inc.'s familiarity and knowledge of the Olive Pit site and related CEQA documents will help expedite the proposed project. The Contract Services Agreement with HCG, Inc. is for an amount not to exceed \$108,800.00, and is attached with this report.

FISCAL IMPACT

The City's General Fund will not be impacted. Pursuant to the Reimbursement Agreement with the Applicant, which is also presented for approval, the Applicant has agreed to reimburse the City of all costs and expenses incurred by the City related to the services agreed to in the Agreement for Contract Services with HCG, inc. The Reimbursement Agreement requires a deposit account wherein Applicant will make deposits of amounts to cover all costs and expenses of work done by HCG, In., any other consultant retained for the Project, and the City Attorney's office for work related to the land use entitlement.

ATTACHMENTS

A. Professional Services Agreement with HCG, Inc. (including cost proposal)

ATTACHMENT "A"

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND HARVEY CONSULTING GROUP, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 26th day of April 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and Harvey Consulting Group, Inc. a California corporation ("Consultant" or "HCG, Inc."). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, pursuant to the City's Contract Acquisition and Timelines for Contract Reestablishment Policy, the performance of the services pertaining to California Environmental Quality Act (CEQA) for land use entitlements defined and described in Exhibit 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described in Exhibit 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the Section 607 of the City of Irwindale's Charter, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the

work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Prevailing Wages.

Consultant is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." It is the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Consultant acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations ("DIR"), require Consultant or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Consultant shall indemnify, defend, and hold City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The City makes no representation that any work completed by Consultant is or is not subject to Prevailing Wage Law.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in

compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefore. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ONE HUNDRED AND EIGHT THOUSAND AND EIGHT HUNDRED DOLLARS (\$108,800.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of

Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to

the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement; however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jeffrey G. Harvey, Ph.D.
(Name)

Principal and Senior Scientist
(Title)

Madeline Harvey
(Name)

Secretary
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to

personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of

City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in

the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of

California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with

respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City , either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Performance Bond.

Concurrently with execution of this Agreement, Contractor shall deliver to City a performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or

disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in

which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected

class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are

no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

HARVEY CONSULTING GROUP, Inc., a California corporation

By: _____
Name: Jeffrey G. Harvey, Ph.D.
Title: Principal & Senior Scientist
Address: 81776 Corte Valdemoro
Indio, CA 92203

By: _____
Name: Madeline Harvey
Title: Secretary
Address: 81776 Corte Valdemoro
Indio, CA 92203

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
☐
☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

ATTORNEY-IN-FACT
TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
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INDIVIDUAL
CORPORATE OFFICER

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GUARDIAN/CONSERVATOR

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DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

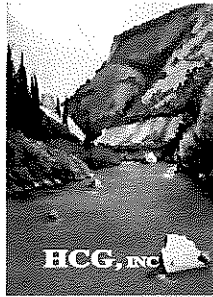
SIGNER IS REPRESENTING:

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

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform CEQA analysis and prepare Addendum No. 2 to the certified FEIR to assess any additional environmental impacts related to traffic, noise, and air quality as reported in the FEIR and the Addendum No. 1 for property located at 4407 Azusa Canyon Road (APN: 8415-001-906), in the Q (Quarry) zone. (Project), as described in the following scope of service contained in the Consultant's Proposal (herein after referred to collectively as "Services"):**



April 20, 2023

Marilyn Simpson, AICP, Community Development Director
Lisa Chou, Associate Planner
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

Re: Scope of Services to Prepare Addendum No. 2 to the Final Environmental Impact Report for the Olive Pit Mining and Reclamation Operations and Long-Term Reuse, City of Irwindale in Partnership with United Rock Products (SCH No. 2014031051)

Dear Ms. Simpson:

As requested by the City, we have prepared this scope of services to complete an Addendum No. 2 to the *Final Environmental Impact Report (FEIR) for the Olive Pit Mining and Reclamation Operations and Long-Term Reuse, City of Irwindale and United Rock Products (URP)*. The FEIR was certified, and the Project was approved by the City on December 3, 2014. The approval was for mining of remaining aggregate reserves on the existing ± 189 -acre Olive Pit, and reclamation of the eastern portion of the pit to yield 32 net developable acres, with the balance of the site to be reclaimed for use as open space and/or a stormwater retention basin.

Addendum No. 1 to the FEIR was completed in December 2016 to address an increased rate of mining extraction from 1.0 to 1.5 million tons per year and shorter reclamation period. Addendum No. 2 will address an increased rate of mining extraction to a maximum of 2.0 million tons per year. In addition, URP is now proposing to alter the ingress location from Los Angeles Street to a new intersection of Azusa Canyon Road parallel to the Little Dalton Wash north of Los Angeles Street and south of Cypress Street. Egress will be unchanged from the

Harvey Consulting Group
Environmental Consultants

Phone: (916) 799-6065 / Email: harvey-jeff@sbcglobal.net

eastern perimeter of the Olive Pit onto eastbound Los Angeles Street and north on Azusa Canyon Road. Project background information is presented below, followed by our detailed scope of work.

PROJECT BACKGROUND

The approved Project involves three components: 1) construction of a new on-site access road and relocation of the on-site access point; 2) phased extraction of mineral resources (Phases I and II); and 3) site reclamation (Phases I and II). The first operational phase at the site includes extraction of the eastern portion of the site, followed by reclamation of this area to create an approximately 32-acre pad suitable for future development. Reclamation will involve filling the extraction void with compacted inert fill materials. The second operational phase will include extraction of the remainder of the site utilizing both dry and underwater extraction processes. Reclamation of the Phase 2 area will involve stabilization of slopes created during extractive operations, to be completed as final slopes become available for this purpose.

The Olive Pit quarry is expected to yield approximately 32-million tons of recoverable aggregate reserves that meet the quality standards of applicable California governmental agencies. As originally proposed and approved by the City, average production was anticipated to be approximately one-million tons of aggregate per year beginning in 2016 / 2017, with extraction to occur for a period of approximately 32 years with concurrent filling operations for reclamation commencing in the first of two phases. Final reclamation of the eastern 32 acres will involve backfilling and compaction to street level for potential future urban development. The remainder of the property will be reclaimed for the potential end land use of storm water retention and groundwater recharge, and/or flood control facility, and/or open space recreational land uses.

Addendum No. 1 to the FEIR was completed in December 2016 to address URP's proposed change in operations to allow extraction of up to 1.5 million tons per year, based upon market demand. All other approved elements of the Project remained the same, including hours of operation, truck routing, and mining and reclamation specifications and methods. Additional equipment was accounted for within the mine site to accomplish the increased extraction rate, and the number of daily truck trips was increased by 1.5 times. Mining and reclamation of the site were accelerated over a shorter period, and possibly over as few as 20-22 years rather than 32+ years.

Extractive activities will utilize both dry and wet operations and are subject to the City's guidelines for slope stability and public safety. All mined material is transported about 3.3 miles from the Olive Pit to URP's existing processing facility located in URP's Pit No. 2 at 1245 E. Arrow Highway in Irwindale. Loaded trucks exit the Olive Pit eastbound on Los Angeles Street, and then travel north on Azusa Canyon Road, west and north on Arrow Highway, and then west

across the I-605 to Pit 2. This transport route lies entirely within the City of Irwindale and does not utilize any adjacent city streets or State highways.

The Olive Pit is now in active operations with completion of the new ramp road leading up to Los Angeles Street, and the original ingress and egress route using the old ramp on the north side of the Pit extending from Olive Street has been closed. The development agreement between URP and the City calls for URP to complete the construction of two new traffic signals at the intersections of Los Angeles Street and Azusa Canyon Road, and at the new access on Los Angeles Street.

Engineering evaluations prepared for these traffic light installations have encountered complications for easement acquisition and coordination for related track and railway signal systems that have increased estimated costs to more than \$2,000,000. For that reason, URP is proposing to adjust the routing pattern by creating a new ingress from Azusa Canyon Road on the inside of the quarry property parallel to the Little Dalton Wash stormwater conveyance channel. Egress patterns will not be changed. Associated changes will include new stripping on Azusa Canyon Road to move the centerline five feet east maintaining two-lanes northbound and southbound, and construction of a new deceleration lane on the west side of Azusa Canyon Road leading the new ingress driveway. These changes will require an amendment to the Development Agreement.

In response to this request, the City has requested preparation of Addendum No. 2 to the Final EIR to evaluate potential changes in impacts related to traffic, noise, and air quality as reported in the FEIR and Addendum No. 1, and to document any resulting changes to the applicable mitigation requirements.

CEQA GUIDANCE

As the Lead Agency under CEQA, Irwindale certified the FEIR evaluating and disclosing the potential environmental impacts associated with implementation of the Olive Pit mine and reclamation Project. When an EIR has been certified and the project is modified or otherwise changed after certification, additional CEQA review may be necessary. The key considerations in determining the need for and appropriate type of additional CEQA review are outlined in §21166 of the Public Resources Code (CEQA), which specifically provides that a Subsequent or Supplemental EIR is not required unless one or more of the following occurs:

- (a) Substantial changes are proposed in the project which will require major revisions in the environmental impact report.

- (b) Substantial changes occur with respect to the circumstances under which the project is undertaken which would require major revisions in the environmental impact report.
- (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

Pursuant to the State CEQA Guidelines §15164, and with reference to §15162, an addendum to a previously certified Environmental Impact Report (EIR) is required when changes or additions are necessary, but where none of the conditions call for the preparation of a subsequent EIR. This addendum will be prepared to assess construction and operation of the requested access point at Azusa Canyon Road south of Cypress Street and north of Los Angeles Street. The addendum must include an explanation of the decision not to prepare a Supplemental EIR, supported by substantial evidence pursuant to the State CEQA Guidelines §15164(e). If analyses prepared for Addendum No. 2 conclude that there will be substantial changes with new information regarding potential impacts and new mitigation measures of a type or scope not previously contemplated, the City will prepare a Supplemental EIR, which will require a separate scope of work.

SCOPE OF SERVICES

Our proposed scope of work to complete the addendum is set forth below. Attachment 1 presents our proposed schedule. Attachment 2 presents our proposed budget, with hourly rates that would apply if additional services are required. The tasks detailed below describe the activities that will be undertaken to satisfy requirements of CEQA. This Addendum No. 2 to the FEIR for the Olive Pit Project will be prepared in a form and content acceptable to the City, and pursuant to all applicable State laws and will conform to CEQA and the City's Municipal Code.

In summary, the Scope of Work includes:

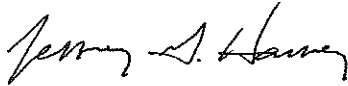
- 1) Project management: Dr. Jeff Harvey will oversee and coordinate all project tasks, including project team and staff coordination, quality control and monthly invoicing. Dr. Harvey will be responsible for preparation of the addendum report and will attend all meetings with City Staff.
- 2) Meetings will be attended by teleconference, including but not limited to:
 - a) One (1) kick-off meeting with City Staff, and URP representatives to confirm that all construction details and alternate access point are accurately described in the addendum.
 - b) As needed meetings with staff to discuss the draft addendum, and responses to staff comments.

- 3) Review and revision of the original air quality, greenhouse gas, health risk and noise assessments to evaluate the proposed changes and to document consistency with adopted mitigation measures specified in the FEIR and Addendum No. 1. Details are provided in Attachment 3.
- 4) Preparation of a new traffic impact assessment to assess the incremental changes of truck traffic to and from the site for the additional 0.5 million tons per year of extracted materials, and to evaluate potential changes in impacts and mitigation measures to accommodate the new ingress location. Details are provided in Attachment 3.
- 5) Consistent with requirements for CEQA, identify, discuss and develop appropriate mitigation measures if needed for any new short-term and/or long-term impacts associated with the proposed changes.
- 6) Prepare an internal review draft addendum for City staff review, and in coordination with City staff, make all revisions to the addendum to incorporate staff's recommendations and revisions to complete the addendum document. The addendum will include discussion of each resource area for which significant impacts were identified in the FEIR to document differences of potential effects from the FEIR as substantial evidence to support the City's decision to rely upon an addendum to satisfy CEQA requirements. A Notice of Determination will be prepared with the final addendum.
- 7) Delivery of the final addendum will include one copy in digital format (MS Word compatible) and one un-bound reproducible copy. We will also prepare any other number and form (printed or CDs) of copies the City desires, to be billed at direct cost (no mark-up).

CONCLUSION

A draft schedule is included in Attachment 1, and proposed budget is included in Attachment 2. Attachment 3 provides details of the supporting technical assessments to be prepared. Please let me know if you believe that any assumptions should be revisited and thank you again for this opportunity to be of further service to you and the City of Irwindale.

Sincerely,



Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

Attachments:

1. Proposed Schedule
2. Proposed Budget
3. Technical Study Details

Attachment 3: Technical Study Details

Air Quality, Health Risk Assessment, and Greenhouse Gas Emissions Analyses

This scope-of-work is designed to provide technical assistance with the air quality elements of the Olive Pit Mine Environmental Impact Report (EIR) Addendum No. 2. The Olive Pit Mine Final EIR determined that nitrogen oxide (NOx) emissions were significant and unavoidable for the project and for cumulative impacts. The air quality analysis for the Addendum will determine the revised air quality impacts for the increased daily/annual tonnage throughput (from 1.5 million tons per year to 2.0 million tons per year) and whether additional air quality impacts would occur and/or air quality impacts would increase substantially in severity. If necessary, feasible mitigation measures will be identified to reduce significant impacts.

The air quality analysis for increased operations will include revisions of the operational emissions inventory, dispersion modeling, health risk assessment (HRA), and greenhouse gas (GHG) emissions analyses. The air quality analysis will be prepared pursuant to the South Coast Air Quality Management District *CEQA Air Quality Handbook*. The air quality analysis for the Addendum will utilize the emission and dispersion models and California Air Resources Board guidance, including the California's Office of Environmental Health Hazard Assessment guidance, which were also utilized in the Olive Pit Mine Final EIR (dated October 2014).

Updated mining operations information (off-road equipment and haul trucks), such as the types/sizes of equipment, hours of operations, number of haul truck trips, and truck route, will be incorporated into the revised analysis. The revised air quality analysis will be documented in the form of a technical memorandum which will include assumptions, methodology, modeling files, and detailed results.

Noise Assessment

RCH Group (RCH) will revise the noise calculations and analysis in the Olive Pit Mine and Reclamation EIR based on a maximum annual throughput increase from 1.5 million tons per year to 2 million tons per year. RCH will identify any new significant impacts or previous impacts that would be substantially more severe because of the increased throughput. If necessary, RCH will identify additional mitigation measures. RCH assumes they will receive updated mining operations information to conduct the revised analysis. Updated mining equipment information and updated over-the-road haul truck trip information should be provided as well as any other pertinent changes to the mining operations. RCH also assumes they will receive a traffic report that details the vehicle percentage mix for heavy-duty trucks. RCH will submit their revised noise analysis and conclusions in the form of a technical memorandum.

Traffic Impact Assessment

During 2014 and 2016 traffic impact analyses were completed for the Olive Pit Mining and Reclamation Project located north of Los Angeles Street and west of Azusa Canyon Road in the City of Irwindale. The existing on-site access road (consistent with the 2014 and 2016 TIA's) was completed in 2018.

Material excavated from the pit is currently being transported up the access road in on-road trucks. The on-road trucks proceed to an existing processing plant located at E. Arrow Highway in Irwindale. The trucks currently reach this location by exiting the site at Los Angeles Street, turning north onto Azusa Canyon Road, then proceed west on Arrow Highway to the processing plant.

The proposed access modification will extend the existing on-site access ramp to the north and connect it to a new access point south of the intersection of Cypress Street/Azusa Canyon Road. This modification is anticipated to serve inbound vehicles only via a southbound right turn lane which will be added to Azusa Canyon Road through lane restriping to provide direct access into the pit.

Once complete, all inbound traffic accessing Olive Pit will use the new Azusa Canyon Road entrance located north of the Los Angeles Street/Azusa Canyon Road. The existing access on Los Angeles Street will continue to be used for outbound traffic.

VMT-1: VEHICLE MILES TRAVELED (VMT) ANALYSIS

VMT-1.1 To assist member agencies with complying to SB 743 mandates, the SGVCOG worked with member agencies to analyze existing traffic conditions in the region to develop a baseline standard that determines significance CEQA thresholds for future land use and transportation projects. Member agencies have now adopted these criteria in compliance with SB 743. Urban Crossroads, Inc. will evaluate the Project using SGVCOG criteria and analysis tools to determine whether the proposed Project would require a full VMT analysis.

VMT-1.2 The County of Los Angeles Guidelines require VMT analysis for development projects that are estimated to generate a net increase of 110 or more daily vehicle trips. Daily vehicle trips are specifically related to on-road passenger vehicles (cars and light trucks). Heavy trucks are generally not included in a VMT traffic impact analysis. The passenger car trip generation for the proposed Project capacity increase is anticipated to be less than the 110 vehicles per day for added employees and visitors. Urban Crossroads, Inc. will determine the estimated Project trip generation and document the VMT screening analysis results.

VMT-1.3 If heavy truck VMT estimates are added to the screening assessment, Urban Crossroads will prepare a separate assessment of heavy truck activity for the added capacity at the site and provide a separate letter addressing goods-movement VMT implications.

VMT-1.4 Summarize the results of the VMT screening assessment in one or two technical letters.

VMT-2: VMT RESPONSE TO COMMENTS

VMT-2.1 Revise the draft report based on comments provided by the Lead agency for up to 1 review cycle.

LOS-3: LEVEL OF SERVICE (LOS) BASED TRAFFIC STUDY

A formal traffic study scoping document will be submitted to City staff for review and approval prior to commencement of the traffic analysis.

LOS-3.1 Determine Project trip generation and trip distribution patterns for both passenger cars and trucks. Truck distribution patterns will be based on truck routes, the site's proximity to the regional freeway system and likely distribution of traffic if a future tenant is known. Passenger car distribution patterns will be based on existing and planned land uses in the area along with the planned circulation system. Based on the project-related trip generation and trip distribution patterns; establish the required study area intersections to be evaluated in the traffic impact analysis based on the City traffic study guidelines, or as directed by the lead agency. Identify known cumulative development projects and ambient growth patterns.

Prepare a draft of the traffic study scoping assumptions and submit it to the jurisdiction for review and approval. Interface with jurisdiction staff to finalize the traffic study scoping agreement.

LOS-3.2 As necessary, conduct new weekday morning (7am-9am) and weekday evening (4pm-6pm) peak hour turning movement count data at up to 15 intersections and 24-hour tube counts on up to 7 roadway segments. Field inventory of intersection traffic control measures, approach lanes at intersections, and through travel lanes along segments.

LOS-3.3 Estimate trip generation and trip distribution for other (cumulative) development based on the latest ITE Trip Generation Manual (11th Edition 2021). It is estimated that up to 15 individual cumulative development projects may need to be included in this traffic analysis. As such, this scope of work assumes that this number of cumulative projects will need to be modeled as part of the future year cumulative

traffic forecasting process. Calculate cumulative near-term future ADT and peak hour turning movement volumes for up to 15 study area intersections.

LOS-3.4 Assess intersection capacity and level of service (LOS), for up to 15 study area intersections plus Project driveways for each of the following traffic conditions, based on the latest HCM methodology (6th Edition) or ICU methodology:

- Existing
- Opening Year Cumulative Without Project
- Opening Year Cumulative With Project
- Horizon Year (2045) Without Project
- Horizon Year (2045) With Project

LOS-3.5 Perform traffic signal warrant analyses, for unsignalized study area intersections, for each of the traffic scenarios described in Task LOS-5.4.

Recommend improvements necessary to maintain acceptable intersection performance at the study area intersections for each of the future traffic scenarios described in Task LOS-5.4.

LOS-3.6 Conduct a queuing analysis at Project access points. The analysis will identify the necessary lengths of turn pockets with storage and appropriate turn pocket transitions which adhere to the General Plan roadway classifications for the site adjacent roadways.

LOS-3.7 Include a detailed analysis to demonstrate how project truck traffic (e.g., large trucks such as a WB-67) would enter and exit the Project site. Include a discussion of potential impacts resulting from turning maneuvers by large trucks entering and exiting the site, along with diagrams demonstrating the feasibility of such maneuvers at site access driveways. Exhibits will be provided which illustrate ingress and egress truck circulation.

LOS-3.8 Prepare a draft traffic report that incorporates the findings and all supporting calculations.

LOS-4: LOS RESPONSE TO COMMENTS

LOS-4.1 Revise the draft traffic study report based on comments provided by the Client and Lead agency for up to 1 review cycle.

MA-5: MEETING ATTENDANCE

This task consists of the attendance at up to two public hearings.

- II. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "B"
SPECIAL REQUIREMENTS

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"
SCHEDULE OF COMPENSATION/BUDGET

- I. **Consultant's proposed budget for services related to Addendum No. 2 to the FEIR is as follows:**

Attachment 2: Proposed Budget

Task	Personnel	Rate	Hours	Total
1. Project Management (Project Initiation & Kick-off Meeting, Project Description, and staff meeting / coordination with City and Team throughout addendum process)	Harvey	\$200	24	\$4,800
	Miller	\$170	16	\$2,720
	Production Staff	\$75	8	\$600
		Subtotal:		\$8,120
2. Addendum Document Technical assessments and internal draft addendum, including CEQA conclusions; staff coordination and Final Addendum No. 2, and Notice of Determination.	Harvey	\$200	80	\$16,000
	Miller	\$170	40	\$6,800
	Production Staff	\$75	32	\$2,400
	RCH	Fee		\$15,400
	Urban Crossroads	Fee		*\$51,000
		Subtotal:		\$91,600
3. Meetings: Attendance at one City Planning Commission meeting and one Council meeting for consideration of Development Agreement Amendment, including preparation of a PPT presentation with City staff.	Harvey	\$200	18	\$3,600
	Miller	\$170	16	\$2,720
	Kain	\$230	12	\$2,760
		Subtotal:		\$9,080
		Total:		\$108,800

*Traffic Impact Assessment budget includes new peak hour turning movement count data at up to 15 intersections and 24-hour tube counts on up to 7 roadway segments, and a field inventory of intersection traffic control measures, approach lanes at intersections, and through travel lanes along segments. If traffic count data can be obtained from other recent traffic studies for these intersections and roadway segments, costs can be reduced by \$3,500.

Supporting Assumptions

Assumptions used in the development of this cost estimate include:

- The Scope includes preparation of documentation to meet requirements of the California Environmental Quality Act (CEQA), and it is assumed that the analyses and staff conclusions can support the use of an addendum to satisfy CEQA requirements.
- The applicant, URP, will provide a figure showing the new driveway arrangement that we can use in the document as a part of the Project Description, and details regarding time required to complete construction of the new ingress deceleration land and driveway. They will also provide details regarding the types/sizes of equipment, hours of

operations, and number of existing and additional haul truck trips, and confirm the truck route, to be incorporated into the project description and revised analyses.

- The budget is presented as a not-to-exceed cost; individual tasks are not fixed, and actual costs may be shifted as needed between tasks.
- The analyses of air quality, greenhouse gas emissions, health risk assessment, and noise will be lead by our regular team member Paul Miller, Managing Principal of RCH Group, who was responsible for preparation of these original technical assessments for the FEIR and Addendum No. 1. Mr. Miller will also assist with preparation and QA/QC of the addendum document.
- The update traffic impact assessment will be lead by our regular team members John Kain, AICP and Marlie Whiteman, P.E., of Urban Crossroads, who were responsible for preparation of the original technical assessments for the FEIR.
- The consistency assessment and mitigation review, and Addendum No. 2 document will be prepared by Dr. Jeff Harvey who was responsible for preparation of the original FEIR and Addendum No. 1 documents. He will consult with the City's planning and engineering staff members as needed to refine details, and for their review and comment.
- A Notice of Determination (NOD) will be prepared and submitted with the final addendum for filing with the County Clerk if the Council decides to approve the proposed Development Agreement Amendment. If approved, the NOD will be filed within five days of the City Council meeting.

II. The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- a. Line items for all the work performed, the number of hours worked, and the hourly rate.
- b. Line items for all materials and equipment properly charged to the Services.
- c. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- d. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

- I. Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:**
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding one (1) years from the date hereof,**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

City of Irwindale
Addendum No. 2 to the Final Environmental Impact Report for the
Olive Pit Mining and Reclamation Project

Attachment 1: Proposed Schedule

Action / Deliverables*	Date / Timing
1. Project Initiation & Kick-off Meeting	Assumed May 1 authorization to proceed, and kick-off meeting early week of May 8.
2. Complete revised Project Description	May 15
3. Complete supporting technical assessments and internal draft Addendum No. 2 for staff review	August 1
4. Complete revised supporting technical assessments and draft Addendum No. 2 for staff review and approval.	August 22
5. Attend City Planning Commission and City Council meetings.	TBD
6. File NOD with County Clerk.	Within 5 days of City approval of the amendments to the Development Agreement.

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

City of
IRWINDALE
AGENDA REPORT

ASP Item 2

Date: April 26, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to approve a Project Reimbursement Agreement between the City and United Rock Products ("Applicant") for Project costs associated with the proposed Addendum No. 2 to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation.

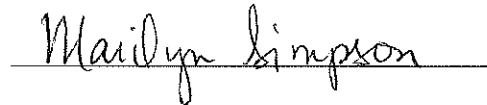
City Manager's Recommendation:

- 1) That the City Council approve the attached Project Reimbursement Agreement with United Rock Products for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed conditions of approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as the Lead Agency and costs incurred by the City's Attorney's office.

Administrative Action:

Submitted by:

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



Prepared by:

Lisa Chou, Associate Planner



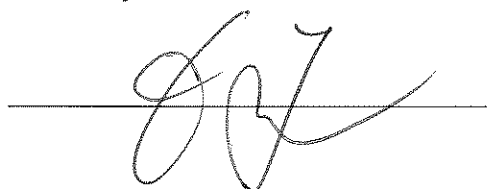
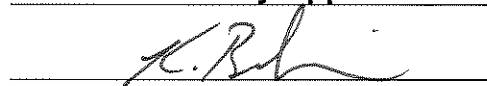
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

William K. Tam,
Interim Director of Engineering/Building Official

Electronically Approved



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

United Rock Products (URP), the Applicant, submitted a request to allow for an increase in the annual rate of mining from 1.5 million tons to 2 million tons and to relocate the entrance to the Olive Pit for property located at 4407 Azusa Canyon Road (APN: 8415-001-906), in the Q (Quarry) zone (Project). The applications include requests for a modification to the Development Agreement, modification to the License Agreement, the Reclamation Plan, and environmental analyses, which may be required under the California Environmental Quality Act (CEQA) if the additional impacts exceed that of the certified FEIR.

The subject Project Reimbursement Agreement, which is attached for consideration, will reimburse the City for any fees incurred from consultants and attorneys as the City may require to process and negotiate permits, entitlements, and proposed Conditions of Approval of the proposed project. It will also reimburse the City for the environmental consultant and CEQA review. Staff is proposing the retention of Harvey Consulting Group, Inc. (HCG, Inc.) as a consultant to perform the environmental services for the proposed project. The contract with HCG, Inc. for these services is being considered separately by the City Council and will be funded by the Developer through the Project Reimbursement Agreement.

FISCAL IMPACT

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$159,264.00 as an initial deposit to cover the estimated cost for this consultant's work. The deposit amount represents the \$108,800.00 contract service agreement plus the required 28% administrative fee of \$30,464 and legal review fee of \$20,000. Additional supplemental deposits are included to cover the cost for this consultant's work as well as for any work by other consultants and attorneys retained for the proposed project.

ATTACHMENTS

A. Project Reimbursement Agreement with United Rock Products

ATTACHMENT "A"
PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of April 26, 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and United Rock Products (URP) ("Applicant").

RECITALS

A. Applicant has submitted to City an request to allow for an increase in the annual amount of mining from 1.5 million tons to 2 million tons and to relocate the entrance to the Olive Pit for the property located at 4407 Azusa Canyon Road, in the City of Irwindale, California ("Project") ;

C. Pursuant to California Environmental Quality Act ("CEQA"), an addendum to a previously certified Environmental Impact Report ("EIR") is required when changes or additions are necessary. The addendum will include discussion of each resource area for which significant impacts were identified in the Final EIR ("FEIR") to document differences of potential effects from the FEIR as substantial evidence to support the City's decision to reply upon an addendum to satisfy CEQA requirements. City will retain the services of outside consultants due to the nature and scope of the Project.

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

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

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

1. Application Processing.

City shall diligently process Applicant's application for the Project in compliance with applicable laws, and shall cause to be prepared an addendum to the FEIR for the Project in compliance with the CEQA (California Public Resources Code Section 21000 *et seq.*) and regulations promulgated pursuant thereto.

Applicant acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of Applicant's application.

2. Payment.

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

B. Within five (5) days of the City's approval of this Agreement, Applicant shall pay to City a lump sum deposit in the amount of ONE HUNDRED AND FIFTY-NINE THOUSAND AND TWO HUNDRED AND SIXTY-FOUR DOLLARS (\$159,264.00) ("Initial Deposit"), which deposit represents City's best estimate of Applicant'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, Applicant shall pay City a lump sum deposit in the amount reasonably estimated by City to be sufficient to cover the excess (each a "Supplemental Deposit"). If Applicant does not pay the Initial Deposit per Section 2.B above or any Supplemental Deposit when required under this Section 2.C. to City, work on the EIR shall be suspended until the applicable Initial or Supplemental Deposit is made to City.

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

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

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

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

4. Conflicts of Interest.

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

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

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

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

E. Neither Applicant nor its officers, employees or agents shall

communicate with the CEQA Consultant or any additional Consultant during the term of this Agreement, unless specifically authorized or requested to do so in writing by City.

5. Approval of Consultant Contract and Contracts. City shall promptly provide copies of (a) the proposed Consultant Contract; (b) any and all proposed Contracts; and (c) proposed amendments and supplements to the Consultant Contract and Contracts that would have the effect of revising the schedule or scope of work for such CEQA Consultant or Additional Consultant, prior to the execution thereof by City. Applicant shall have a reasonable time thereafter within which to review and provide comments to and consult with City on such proposed Consultant Contract and Contracts and amendments and supplements thereto, but shall have no right to prevent their execution; *provided, however,* that Applicant shall not be obligated to pay Expenses based upon a change in scope or schedule of any of them unless Applicant has reviewed and approved such Consultant Contract or Contract or change thereto. Notwithstanding anything in this Agreement to the contrary, City may not revise, supplement or amend the scope of work proposed to be undertaken by the Environmental Consultant pursuant to the Consultant Contract without obtaining Applicant's prior consent. Upon the execution of (i) the Consultant Contract and any amendments thereto by Environmental Consultant and City; and (ii) any Contracts and any amendments thereto by Additional Consultants and City; Applicant's obligations with respect to such executed Consultant Contract and Contracts (each as amended) will be governed by the terms and conditions of this Agreement.

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

City:

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

Applicant:

United Rock Products
Attn: William J.T. Boyd, President
135 S. State College Blvd., Ste. 400
Brea, CA 92821

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

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

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

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

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

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

13. **Further Assurances.** Each party, at the request of the other, shall

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY OF IRWINDALE, a municipal
corporation

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

“APPLICANT”:

United Rock Products, a California
corporation

By:_____
Name: William J.T. Boyd
Title: President
Address: 135 S. State College
Blvd., St. 400
Brea, CA 92821

By:_____
Name: Mark Pachura
Title: General Manager
Address: 135 S. State College
Blvd., St. 400
Brea, CA 92821

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL

- ☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

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

CC Item 1a
SA Item 10a
HA Item 13a

FEBRUARY 22, 2023
WEDNESDAY
5:00 P.M.

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

ROLL CALL:

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

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

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS

None.

RECESS TO CLOSED SESSION

At 5:04 p.m., the City Council met in Closed Session to discuss the following:

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

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

ACTION: Discussed, update provided; no reportable action

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

Title: City Attorney

ACTION: Discussed; no action taken

RECONVENE IN OPEN SESSION

At 6:31 p.m., the City Council reconvened in Open Session with all members present.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:30 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 4/20/2023 9:31 AM



CC Item 2

Check No	Vendor No	Vendor Name	Check Date	Check Amount
79483	AH01	AH Illusions Inc.	04/06/2023	495.00
79484	CASTRO06	Candice Castro	04/06/2023	58.00
79485	CHARTE01	Charter Communications	04/06/2023	281.06
79486	FLORE01	Karla Flores	04/06/2023	715.00
79487	FRONT01	Frontier Communications	04/06/2023	353.08
79488	LEDEZMA	Erica Ledezma	04/06/2023	450.00
79489	NIETO01	Laura Nieto	04/06/2023	125.11
79490	OPTUM01	OptumRx, Inc.	04/06/2023	44,313.23
79491	RICOH02	Ricoh USA, Inc	04/06/2023	1,749.03
79492	SANCH01	Jaycon Sanchez	04/06/2023	495.78
79493	verizonw	Verizon Wireless	04/06/2023	787.50
79494	VISION01	Vision Service Plan - (CA)	04/06/2023	2,838.14
79495	CALIFO56	California State Disbursement Unit	04/06/2023	604.15
79496	CALIFO57	California State Disbursement Unit	04/06/2023	143.07
79497	ALLIAN	Alliant Insurance Services, Inc.	04/13/2023	2,877.00
79498	AMERIFID	American Fidelity Assurance	04/13/2023	8,855.80
79499	API01	Rey Apita	04/13/2023	198.96
79500	AREY01	Benjamin Areyan	04/13/2023	198.96
79501	BRIGHT02	Bright Stars Academy	04/13/2023	900.00
79502	CHARTE01	Charter Communications	04/13/2023	217.88
79503	CONCE01	Concentra	04/13/2023	133.00
79504	DICKER01	Dickerson, McCulloch & Associates, LLC	04/13/2023	2,178.00
79505	HOYEN	Noelle Hoye	04/13/2023	1,240.00
79506	LIEBERT	Liebert Cassidy Whitmore	04/13/2023	382.50
79507	LIEBERT	Liebert Cassidy Whitmore	04/13/2023	60.00
79508	LOPE03	Amanda Lopez	04/13/2023	450.00
79509	LOPE22	Fernando Lopez	04/13/2023	57.00
79510	CALIBE01	Lawrence E. Marino	04/13/2023	1,567.00
79511	NAVARR04	Humberto Navarro Jr.	04/13/2023	200.00
79512	NUNE25	Cesar Nunez	04/13/2023	3,000.00
79513	OFFICE03	Office Depot	04/13/2023	3,627.30
79514	OPPEN01	Oppenheimer Investigations Group LLP	04/13/2023	7,508.50
79515	PSYCHO01	Psychological Consulting Associates, Inc	04/13/2023	440.00
79516	QUINON01	Hilda Quinonez	04/13/2023	37.00
79517	REGIST01	Registrar-Recorder/County Clerk	04/13/2023	4,002.67
79518	RICOH01	Ricoh USA, Inc	04/13/2023	1,229.81
79519	RICOH02	Ricoh USA, Inc	04/13/2023	1,673.13
79520	ROCH01	Sarah Rocha	04/13/2023	198.96
79521	RODA02	Irma Rodarte	04/13/2023	20.00
79522	CONTRO02	State Controller's Office	04/13/2023	3,597.78
79523	STERIC01	Stericycle, Inc.	04/13/2023	95.37
79524	verizonw	Verizon Wireless	04/13/2023	3,295.13
79525	WALT01	Walters Wholesale Electric Co.	04/13/2023	88.20
79526	ADVANT	Advantage Ford	04/26/2023	63.80
79527	ALESHIRE	Aleshire & Wynder, LLP	04/26/2023	45,613.50
79528	ALLCI01	All City Management Services, Inc	04/26/2023	932.10
79529	ALLISO01	Allison Mechanical, Inc	04/26/2023	2,038.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
79530	AMAZON1	Amazon Capital Services, Inc.	04/26/2023	1,638.92
79531	AZUSAP01	Azusa Plumbing Supply	04/26/2023	82.71
79532	BAXTER01	Badge Frame, Inc	04/26/2023	60.00
79533	BAKER01	Baker & Taylor Books	04/26/2023	263.95
79534	BAKER10	Bakers Man Production	04/26/2023	900.00
79535	MIJACA	Balcon Holdings, Inc.	04/26/2023	241.00
79536	BILLST	Bill's Truck Repair, Inc.	04/26/2023	175.00
79537	BLACKA	Black & White Emergency Vehicles	04/26/2023	100.00
79538	CALI12	California Consulting Inc.	04/26/2023	4,500.00
79539	CHRISN01	Chris Nelson & Associates, Inc.	04/26/2023	3,045.00
79540	CINTAS	Cintas Corporation #693	04/26/2023	449.66
79541	DAVIDE	David Evans & Associates Inc	04/26/2023	874.60
79542	DIVISI01	Division of the State Architect	04/26/2023	95.60
79543	ECOLAB01	ECOLAB	04/26/2023	107.02
79544	BATE01	Elior Inc.	04/26/2023	4,477.00
79545	ENVIRO05	Environmental Science Associates (ESA)	04/26/2023	54,955.35
79546	EWINGI	Ewing Irrigation Products, Inc.	04/26/2023	344.00
79547	FCG01	FCG Consultants Inc.	04/26/2023	1,182.32
79548	FEDEX	FedEx	04/26/2023	20.66
79549	FILLG01	Fill Good Landscaping	04/26/2023	400.00
79550	INTELL01	Intelli-tech, Inc.	04/26/2023	492.82
79551	IRWIND04	Irwindale Chamber Of Commerce	04/26/2023	7,500.00
79552	ITERIS	Iteris, Inc.	04/26/2023	9,654.37
79553	JCSPLU	JC's Plumbing & Backflow Svc	04/26/2023	500.00
79554	LEXISN	LexisNexis Risk Solutions	04/26/2023	303.00
79555	MIDAS	Manuel C Muratalla	04/26/2023	422.31
79556	MARIPO	Mariposa Landscapes, Inc.	04/26/2023	8,796.00
79557	MEJIA05	Jaime Emmanuel Mejia	04/26/2023	29,425.00
79558	OFFICE03	Office Depot	04/26/2023	3,373.53
79559	PHASEII	PARS	04/26/2023	1,750.00
79560	PRAXAI	Praxair	04/26/2023	64.22
79561	PROPRINT	Pro Printing, Inc.	04/26/2023	2,048.10
79562	RICOH01	Ricoh USA, Inc	04/26/2023	1,728.56
79563	RIGHT01	Right of Way, Inc.	04/26/2023	147.83
79564	ROSENO	Rosenow Spevacek Group Inc	04/26/2023	655.00
79565	THALES01	Thales Consulting Inc.	04/26/2023	2,300.00
79566	TUTOR01	Tutor.com	04/26/2023	2,000.00
79567	WEATH01	Weatherproofing Technologies, Inc.	04/26/2023	3,664.21
79568	WESTCO05	West Coast Arborists, Inc.	04/26/2023	12,453.00

Report Total (86 checks):

311,576.24

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

City of
IRVINDALE
AGENDA REPORT

CC Item 3
SA Item 12
HA Item 14

Date: April 26, 2023

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

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

Issue: Investment Quarterly Report for Fiscal Quarter Ending March 31, 2023.

City Manager/Executive Director's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending March 31, 2023.

Administrative Action:

Submitted & Prepared by:

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



Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel

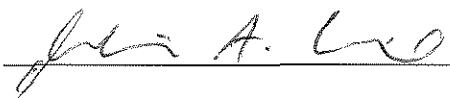
Electronically Approved

Kambiz Borhani
Authority Finance Director/ Authority Treasurer



Approved by:

Julian A. Miranda, City Manager/Executive Director



Background and Analysis:

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

The attached Investment Report summarizes the cash balances and investments as of March 31, 2023, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until June 14, 2023. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

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

Attachment:

City of Irwindale Investment Report – March 31, 2023

**CITY OF IRWINDALE
INVESTMENT REPORT
March 31, 2023**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 549,229	0.36%			\$ 549,229	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 288,212	4.55%			\$ 288,212	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 50,130,956	2.74%			\$ 49,454,706	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,661,450	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,622,250	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,709,870	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,527,500	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,521,250	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,474,000	Aaa / AA+
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,535,050	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	946,781	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	944,698	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.28%	08/29/22	02/22/27	917,109	Aaa / AA+
Sub-Total US Government Agencies:	\$ 36,000,000				\$ 32,859,958	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	\$ 1,000,000	3.35%	08/30/22	04/01/24	\$ 982,598	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	959,037	Aa3 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.30%	01/09/23	10/01/26	1,046,378	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	940,008	Aa1/AA+
Sub-Total Municipal Bonds:	\$ 4,000,000				\$ 3,928,020	
CORPORATE BONDS						
Wells Fargo & Company	\$ 2,000,000	6.25%	10/21/22	10/21/27	\$ 2,030,129	A1 / BBB+
Toyota Motor Credit Corporation	1,000,000	5.00%	11/10/22	10/16/25	911,209	A1 / A+
	\$ 3,000,000				\$ 2,941,338	
CERTIFICATES OF DEPOSIT						
BANK OF CHINA	\$ 245,000	3.15%	08/31/22	02/28/24	\$ 240,667	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40 %	08/31/22	08/30/24	239,506	FDIC Insured
APEX BANK	245,000	3.15%	08/31/22	08/30/24	238,672	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	236,465	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	236,233	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	231,577	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	231,131	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	231,131	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	233,120	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	231,119	FDIC Insured
CUSTOMERS BANK	245,000	3.00 %	09/06/22	09/06/23	242,762	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	235,571	FDIC Insured
BMO HARRIS BANK	245,000	3.15 %	09/09/22	03/11/24	240,554	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	234,913	FDIC Insured
SAFRA NATIONAL BANK	245,000	3.05 %	09/09/22	10/10/23	242,447	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	231,131	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	231,131	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	234,273	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	229,973	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	230,976	FDIC Insured
FIRSTWESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	241,832	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 5,145,000				\$ 4,945,185	
Total City of Irwindale Investments (Pooled Funds):	\$ 99,113,398				\$ 94,966,648	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 1,977,311	0.36%			\$ 1,977,311	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,688,699	2.74%			5,611,960	
	\$ 7,666,010				\$ 7,589,271	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST MONEY MARKET ACCOUNT	\$ 460,924	0.36%			\$ 460,924	
LOCAL AGENCY INVESTMENT FUND (LAIF)	8,631,336	2.74%			8,514,903	
	\$ 9,092,261				\$ 8,975,827	
GRAND TOTAL OF INVESTMENTS	\$115,871,668				\$ 111,531,746	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 8, 2022. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.21 years, and the weighted average yield of the City's pooled investments at cost is 2.26%. Market prices of securities are obtained directly through Bank Statements. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month's account analysis statement.

Approved by K. Borhani

Kambiz Borhani, Finance Director / City Treasurer

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

City of
IRWINDALE
AGENDA REPORT

Date: April 26, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: 4th of July Fireworks Spectacular Show Update

City Manager's Recommendation:

Receive an update on the 4th of July Fireworks Spectacular Show

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director
(626) 430-2211



Reviewed by:

Adrian R. Guerra, City Attorney

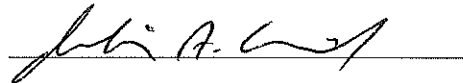
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 27, 2022, the City Council approved Resolution No. 2022-38-3288, entitled, A Resolution of the City Council of the City of Irwindale, California, Waiving Formal Bidding Procedures Pursuant to Irwindale Municipal Code Section 3.44.080(H), Authorizing the Issuance of a Purchase Order and Authorizing the City Manager to Enter into an Agreement with Pyro Spectaculars, Inc. to provide Fireworks Display Show at the Housing Authority owned 10-acre Site on Allen Drive. The contract with Pyro Spectaculars, Inc. is a three-year contract agreement with set prices for each year. At this meeting, Mayor Ortiz requested that the City still contact the firework company that

the Irwindale Speedway uses to see if they are available on July 4, 2023 to see if the cost will be less than Pyro Spectaculars. Staff agreed to reach out to this company, Garden State Fireworks.

In March 2023, staff contacted Steve Jeffries of Garden State Fireworks and was informed that Garden State Fireworks is not available on 4th of July. Last year, Garden State Fireworks picked up a few more city contracts for 4th of July after another vendor lost its license to provide this service. As a result, they are no longer available on this date.

Staff is moving forward with Pyro Spectaculars, Inc. as the firework company for this year's show per the three-year contract agreement.

Additionally, the continuation of the 4th of July Fireworks Spectacular Show on the Housing Authority 10-acre property requires two approvals. The first is approval from the Housing Authority Board to use the 10-acre Site. On April 26, 2023, the Housing Authority Board adopted Resolution No. 2023-04-135, authorizing and approving the use of the 10-acre Site for the 4th of July Fireworks Spectacular Show. The second deals with the required fall zone radius of 420', which encroaches into private property thus requiring the City of Irwindale to obtain approval from the property owner. The City has received approval from the private property owner to allow for encroachment into their property, which enables the City to continue to have the 4th of July Fireworks Spectacular Show at this location.

Fiscal Impact:

The 2023 Fireworks show costs \$34,350 and this cost has been covered annually by a sponsorship from Athens Services. Sufficient funding for this show is available from a donation made from Athens Services.

Attachment:

Pyro Spectaculars, Inc. 2022 Signed Contract

PRODUCTION AGREEMENT

(Special)

This agreement ("Agreement") is made this 27th day of April, 2022 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Irwindale, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT three (3) fireworks productions ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Productions shall take place on July 4, 2022, 2023 and 2024, at approximately 9:00 p.m., at Rock Quarry across the street from the City Hall, 5000 Allen Dr., Irwindale, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$33,350.00 USD (THIRTY-THREE THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee \$16,675.00 USD (SIXTEEN THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS) plus estimated permit and standby fees, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$16,675.00, upon the execution of this Agreement by both parties but no later than April 13, 2022. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs"). The balance of the Fee shall be paid no later than July 5, 2022. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Fee - For the July 4, 2023 Production**, CLIENT agrees to pay PYRO a fee of \$34,350.00 USD (THIRTY-FOUR THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,175.00 USD (SEVENTEEN THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,175.00, as a deposit ("Deposit") no later than April 3, 2023. The balance of the Fee shall be paid no later than July 5, 2023.

3.3 **Fee - For the July 4, 2024 Production**, CLIENT agrees to pay PYRO a fee of \$35,350.00 USD (THIRTY-FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$17,675.00 USD (SEVENTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$00.00 OR an amount to be determined, for a total of \$17,675.00, as a deposit ("Deposit") no later than April 1, 2024. The balance of the Fee shall be paid no later than July 5, 2024.

3.4 Upon mutual written agreement of the Parties, this Agreement may be extended by the Parties for up to two (2) additional one (1) year terms, the cost of which shall not exceed 10% from year 2024 to 2025 and year 2025 to 2026.

3.5 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.6 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Los Angeles County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Irwindale
Program A
July 4, 2022, 2023 & 2024
Page 3 of 4

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Irwindale, 5050 N. Irwindale Ave., Irwindale, CA 91706.

18. **Modification of Terms** - All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** - If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

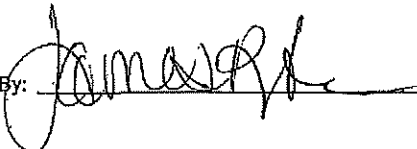
20. **Price Firm** - If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 13, 2022
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

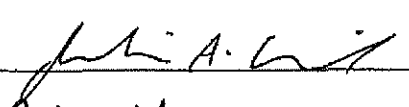
EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Irwindale

By: 
Its: President

Date: 3/31/22 OK

By: 
Its: City Manager
Julian A. Miranda

Print Name

Date: April 28, 2022

SHOW PRODUCER: Christopher Souza

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Irwindale
Program A
July 4, 2022, 2023 & 2024
Page 4 of 4

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Irwindale ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- The Pyro Spectaculars, Inc., Productions shall take place on July 4, 2022, 2023 and 2024, at approximately 9:00 p.m., at Rock Quarry across the street from the City Hall, 5008 Allen Dr., Irwindale, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

Insurance Requirements

Limits

Commercial General Liability

\$5,000,000.00

**Combined Single Limit- Each Occurrence
(Bodily Injury & Property Damage)**

Business Auto Liability-

\$5,000,000.00

**Combined Single Limit- Each Occurrence
(Bodily Injury & Property Damage)**

Owned, Non-Owned and Hired Autos

Workers' Compensation

Statutory

Employer Liability

\$1,000,000

Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
TELEPHONE: (205) 854-5806

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
FAX: (205) 854-5899

CERTIFICATE OF INSURANCE

NO. 312013

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER	Admiral Insurance Company	POLICY NO. CA000002771-37
NAMED INSURED	Pyro Spectaculars, Inc. Pyro Events, Inc. Pyro Spectaculars Productions, Inc. P.O. Box 2329 Rialto, California 92377	Pyro Spectaculars by Souza Pyro Spectacular Industries, Inc. North American Fireworks Co., Inc. (NAFCO) San Diego Fireworks
POLICY TERM	January 13, 2023 to January 13, 2024; Both Days 12:01 A.M. Standard Time	
COVERAGE	Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis	
LIMIT OF LIABILITY	\$5,000,000 each occurrence, \$10,000,000 general aggregate, \$5,000,000 products/completed operations aggregate The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.	
INSURED OPERATIONS	Public fireworks display and special effects contractor	

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured does not include coverage for any bodily injury or property damage arising from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

**NAME & ADDRESS OF INSURED SPONSORS,
PROPERTY OWNERS, LICENSORS**

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706

ADDITIONAL INSURED(S) City of Irwindale, Excel Property Management Services, Inc., Five Points LLC, County of Los Angeles, Los Angeles County Fire Department and their officers, agents and employees when acting in their official capacity as such.

DISPLAY LOCATION
Rock Quarry across from City Hall Irwindale Park
Irwindale, CA

DISPLAY DATE(S)
July 4, 2023

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

January 17, 2023
DATE OF ISSUE


A.J. STRINGER, PRESIDENT
CALIFORNIA LICENSE NO. 4A18664

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

It is hereby declared and agreed that the following entities are included as Additional Insured(s) hereunder.

- 1) Sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or insured pyrotechnic premises.
- 2) Owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or insured pyrotechnic premises are located.
- 3) Owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas, stores and other similar facilities at which insured pyrotechnic events are held and/or insured pyrotechnic premises are located.
- 4) The licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or insured pyrotechnic premises.
- 5) Any duly licensed pyrotechnician acting either as a licensing cover for an insured pyrotechnic event or, alternatively, as an operator for a pyrotechnic event fired by the Named Insured.
- 6) Any other entity for which the Named Insured is contractually obligated to provide insurance such as is afforded by the terms of this policy.

but only if such entities are listed as additional insured(s) in a certificate of insurance issued under the terms of this endorsement and always subject to the limitations or conditions set out in such certificate of insurance.

The coverage afforded such Additional Insured(s) does not apply to injury or damage arising from the failure of any such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE AMENDMENT-PRIMARY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

It is hereby declared and agreed that, if so stated in a certificate of insurance, the coverage afforded any entity included as an Additional Insured under the terms of this policy shall

- 1) Be primary and non-contributory with any policy of insurance (or self-insurance) issued directly to the Additional Insured.
- 2) Provide a waiver of subrogation in favor of such Additional Insured.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 5

Date: April 26, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Amendment No. 2 to Memorandum of Agreement (MOA) between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Regional VMT (Vehicle-Miles-Traveled) Analysis Model

City Manager's Recommendation:

That the City Council authorize the City Manager to execute Amendment No. 2 to the Memorandum of Agreement (MOA) between the San Gabriel Valley Council of Governments and the City of Irwindale which will: 1) update the web-based Regional VMT Model and Assessment Tool to the scope of work with a maintenance period of 5 years; 2) approve a Not to Exceed amount of \$15,000; and 3) extend the term of the MOA to April 1, 2028.

Administrative Action:

Submitted by:

William Tam
Interim Director of Engineering/City Engineer

Prepared by:

Luis Pimentel
Interim Associate Engineer
(626) 430-2296

Reviewed by:

Adrian Guerra, City Attorney

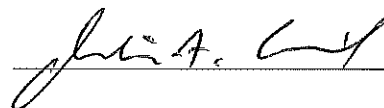
Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Electronically approved
by City Attorney



Background and Analysis:

On June 10, 2020, the City Council ratified the Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for participation in the San Gabriel Valley Regional VMT (Vehicle-Miles-Traveled) Analysis Model.

In order to comply with changes to the California Environmental Quality Act (CEQA) under State Senate Bill SB 743, it was necessary for the City to develop a VMT traffic analysis model to review and assess transportation impacts for new projects. After receiving requests from a majority of the San Gabriel Valley cities to lead a regional effort to assist cities with completing these VMT requirements, the San Gabriel Valley Council of Governments (SGVCOG) provided professional consultant services to complete the San Gabriel Valley Regional VMT Analysis Model.

At the VMT Analysis Tool Update Information Session held in fall 2022, SGVCOG staff outlined the need for updates to the existing VMT Analysis Model and Tool. These updates follow a change in modeling from SCAG to an activity-based model for measuring VMT. They are necessary to ensure that baselines and adopted thresholds used by San Gabriel Valley cities reflect the latest data and modeling in compliance with SB 743. This will also require updates to the web-based tool that was built to help cities assess whether proposed projects would trigger VMT thresholds.

Amendment No. 2 to the Memorandum of Agreement (MOA) will:

1. Update the web-based Regional VMT Model and Assessment Tool to the scope of work with a maintenance period of 5 years. This Analysis Tool will include individual city data bases with VMT decision points as adopted by City, update on a quarterly basis the Los Angeles County Assessor Parcel data, and associated web-based mapping. Standard maintenance on all data and applications will be provided and data will be updated when new versions become available; and
2. Approve the Not to Exceed Amount of \$15,000; and
3. Extend the term of the MOA to April 1, 2028.

Fiscal Impact:

The revised Not to Exceed Amount of \$15,000 is for the entire term of Amendment No. 2 which ends on April 1, 2028. There are sufficient funds budgeted in the Public Works Engineering budget (01-52-522-42300-0000) for this cost.

Attachment(s):

- Amendment No. 2 to Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for participation in the San Gabriel Valley Regional VMT Analysis Model
- Executed Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for participation in the San Gabriel Valley Regional VMT Analysis Model and Amendment No. 1.

AMENDMENT NO. 2
TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR
PARTICIPATION OF THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS
MODEL

This Second Amendment to Memorandum of Agreement (“Amendment No. 2”) is made and entered into as of date executed by both parties, by and between the San Gabriel Valley Council of Governments, a joint powers authority (“SGVCOG”) and the City of Irwindale (“City”) with reference to the following:

A. The SGVCOG and the City entered into that certain Memorandum of Agreement dated as of April 6, 2020, which is incorporated herein by this reference (the “MOA”).

B. The SGVCOG and the City previously amended the scope of work of the MOA, increased the compensation to be paid to the SGVCOG, extended the term of the MOA to July 31, 2025, and amended the Parties responsibilities to reflect such changes through that certain Amendment No. 1 to the MOA (“Amendment No. 1”). The MOA and Amendment No. 1 are collectively referred to herein as the “MOA”.

C. The MOA assigned various responsibilities to the parties wherein the SGVCOG was to retain a consultant to create a program for cities, including the City, to implement a Regional VMT Analysis Model (PROGRAM) to streamline the City’s VMT-related impact analyses and ensure successful compliance with Senate Bill 743.

D. The SGVCOG’s consultant performed an analysis and created a Regional VMT Model and Assessment Tool which the City was able to utilize for the purposes set forth in the MOA, which was based on the Southern California Associated Governments (SCAG) RTP Model (2016).

E. SCAG has adopted a new model, the RTP Model (2020), which was not available prior to the regulatory deadline for implementing Senate Bill 743 and at the time the SGVCOG’s consultant created the Regional VMT Model and Assessment Tool.

F. The effect of SCAG’s adoption of the new model is that the Regional VMT Model and Assessment Tool created by the SGVCOG’s consultant, if used by the City, may not meet requirements of the California Environmental Quality Act (CEQA), which requires the most current available data when a project’s environmental impacts are being analyzed.

G. The SGVCOG and the City desire to have the SGVCOG’s consultant update the Regional VMT Model and Assessment Tool based on SCAG RTP Model (2020) so it can continue to be used to fulfill the purpose set forth in the MOA.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the MOA.

2. **Revised Scope of Services.** Exhibit "A" of the Agreement entitled "Scope of Work", is modified to include additional services as outlined in Exhibit "A", attached hereto and incorporated herein by this reference.

3. **Term of MOA.** The term of the MOA as set forth in Article I, thereof, shall be extended up to and including April 1, 2028.

4. **Responsibilities of the Parties.**

Article II.A. Subsection 7 shall be deleted in its entirety and replaced with the following:

"7. Submit three invoices to the City, in an amount that does not exceed \$35,145.00, as follows:

- The payment of the first invoice will be due within thirty (30) days upon the City's receipt of the first invoice for \$17,395.00.
- The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.
- The payment of the third invoice will be due by July 31, 2023 for an amount that does not exceed \$15,000.00."

Article II.A setting forth SGVCOG's responsibilities shall be amended to add the following:

"8. Amend the contract with its consultant to update the PROGRAM based on the SCAG RTP Model (2020) to fulfill the purpose of the MOA."

5. **Other Terms and Conditions.** Article VII of the MOA shall be amended to add the following:

L. SGVCOG covenants that it shall require the Consultant to maintain the PROGRAM for the length of this Agreement. However, in the event that the data required to be utilized to update the PROGRAM as set forth in this Amendment No. 2 is revised by SCAG at some point in the future in such a manner that the SGVCOG reasonably determines has rendered the PROGRAM non-compliant with CEQA, the SGVCOG may discontinue the PROGRAM upon written notice to the City or upon further written amendment to the MOA, the SGVCOG and City may agree to update the PROGRAM.

6. **Integration.** This Amendment No. 2 and all attachments hereto (if any) shall integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Amendment No. 2 amends, as set forth herein, the Agreement and except as specifically amended hereby, the Agreement shall remain in full force and effect. All references to the Agreement shall mean and include this Amendment No. 2. To the extent that there is any conflict or inconsistency

between the terms and provisions of this Amendment No. 2 and the terms and provisions of the Agreement, the terms and provisions of this Amendment No. 2 shall control.

IN WITNESS hereof, the parties enter into this Amendment No. 2 on the date executed by both parties.

“CITY”

“SGVCOG”

By: _____
Julian A. Miranda, City Manager

By: _____
Marisa Creter, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Adrian Guerra, City Attorney

David DeBerry, General Counsel

Exhibit A

Scope of Work

A. Consultant Work

For purposes of this Scope of Work, the term “Client” shall mean the SGVCOG and those member agencies which have entered into an agreement with SGVCOG to share in the cost of the Scope of Work set forth herein. During the term of the Agreement, and pursuant to its terms and conditions, F&P agrees to provide to Client the following services and deliverables:

Work Product

F&P will perform tasks necessary to update the VMT Assessment Tool. F&P will also perform tasks necessary to update existing city thresholds for VMT impacts under CEQA, as required by SB 743. SGVCOG’s VMT Assessment Tool was developed in 2020 and is based on the SCAG RTP Model (2016), which is a TransCAD model. The SCAG RTP Model (2020), which is an activity-based model (ABM), was not available prior to the regulatory deadline of July 1, 2020 for implementing SB 743. CEQA requires the most currently available data be used for conducting environmental impact analyses, as such, this scope of work describes updates to the SGVCOG VMT Assessment Tool to reflect the current SCAG RTP Model (2020) and the updated CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021) (GHG Handbook).

TASK 8: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

Task 8.1 Kickoff Meeting

Fehr & Peers will attend a kick-off meeting with SGVCOG staff. The purpose of the meeting will be to discuss the goals, objectives, and member cities’ expectations for the study.

This meeting will cover an overview of the scope, schedule and deliverables for the Project as follows:

- Staffing
- Schedule
- Subarea engagement
- Actions local jurisdictions may need to consider (e.g., potential changes to thresholds and baselines)

F&P will also discuss and outline the key questions that will need to be addressed as part of this effort:

- How will the change to ABM affect VMT estimates and forecasts?
- What VMT reduction strategies are considered feasible for mitigation purposes under the updated CAPCOA Guidance?
- How will the Tool be updated to reflect these changes to VMT calculations/forecasts and mitigation options?
- If the SGVCOG member agencies, SCAG, and/or Metro implement a VMT bank option, can the Tool be updated to calculate the VMT fee to mitigate a project?

Additionally, F&P will discuss communications protocol, invoicing requirements, and other key items to ensure the project is initiated correctly.

- Deliverable 1.1.1: Kickoff Meeting documentation and action items

Task 8.2 Regular Status Update Meetings

Fehr & Peers staff will prepare for and attend up to twelve (12) internal meetings, coinciding with Tasks 2, 3, and 4, with the SGVCOG Project Manager (and other SGVCOG staff as identified) (once to twice a month depending on activity), which will be conducted by Teams calls. These meetings will cover status updates on deliverables, any upcoming meetings with cities/subareas, and budget/invoicing. F&P have found that such meetings are critical to making decisions over the course of the project.

- Deliverable 1.2.1: Twelve (12) Monthly Meeting agendas, minutes, and action items

Task 8.3 Agency Coordination

In addition to the kick-off meeting and internal status update meetings, Fehr & Peers will participate in five (5) meetings with member agency staff to discuss the outcome of Task 2. Notes on action items and project decisions shall be documented and provided to the SGVCOG Project Manager within two weeks of the meeting. Agendas will be prepared by mutual agreement between Fehr & Peers and the SGVCOG Project Manager and distributed by SGVCOG. Meeting arrangements will also be made by SGVCOG.

- Deliverable 1.3.1: Five (5) Stakeholder Meeting agendas, presentations, meeting minutes, and list of action items

TASK 9: PREPARE DATA FOR VMT TOOL UPDATE

Task 9.1 SCAG Coordination and Development of VMT Methodology Using SCAG ABM

The initial step will be to review the current baseline data derived from the SCAG ABM model for Los Angeles County and compare it with data derived from the SCAG 2016 RTP (TransCAD model). The comparison will cover existing and future VMT data for the following metrics:

- Citywide VMT
- VMT per capita
- Household VMT per capita
- Work VMT per employee
- VMT per service population

This analysis will require close coordination with SCAG staff to appropriately convert the ABM outputs (using scripts) for incorporation into the SGVCOG VMT Assessment Tool. This review and comparison will provide the basis for assessing and potentially updating the preferred VMT screening and threshold options in the subsequent portions of this task.

The VMT accounting between the SCAG ABM Model and the 2016 RTP TransCAD model are different. For example, the 2016 RTP TransCAD model uses home-based trips in the VMT per capita calculation (trip-based VMT) and the ABM model uses the home-based tours in the calculation, as illustrated in the following graphics. F&P will provide a detailed description of each metric and describe the differences in the calculations derived from the two models.

- Deliverable 2.1.1: SCAG RTP 2020 baseline model run
- Deliverable 2.1.2: SCAG RTP 2040 model run
- Deliverable 2.1.3: Comparison of SCAG RTP 2016 (existing model runs prepared for SGVCOG Tool) to SCAG RTP 2020 model runs
- Deliverable 2.1.4: Draft Technical Memorandum on Baseline VMT Methodology and Baseline Data Comparison of the SCAG 2016 RTP and SCAG 2020 RTP model outputs. The memo will include documentation of coordination with SCAG.
- Deliverable 2.1.5: Final Technical Memorandum on Baseline VMT Methodology and Baseline Data Comparison of the SCAG 2016 RTP and SCAG 2020 RTP model outputs. The memo will include documentation of coordination with SCAG.

Task 9.2 Develop VMT by Zone and Regional Averages

Fehr & Peers, in coordination with SCAG, will develop VMT outputs by traffic analysis zone (TAZ), city, subarea, and the SGVCOG region using the SCAG 2020 RTP/SCS Activity Based Model (ABM). This effort will require development, review, and approval of scripts, review of TAZ VMT outputs, and aggregation of TAZ VMT outputs to develop city, subarea, and subregional averages by VMT type.

- Deliverable 2.2.1: SCAG Coordination Meeting Notes
- Deliverable 2.2.2: Excel file with ABM outputs for each member agency, each subarea, SGVCOG region, and SCAG region
- Deliverable 2.2.3: Draft Memorandum documenting SCAG 2020 RTP/SCS ABM Outputs for different jurisdictional boundaries (city, subarea, and SGVCOG region)
- Deliverable 2.2.4: Final Memorandum documenting SCAG 2020 RTP/SCS ABM Outputs for different jurisdictional boundaries (city, subarea, and SGVCOG region)

Task 9.3 Summary of SCAG 2020 ABM Updated VMT Metrics

Fehr & Peers will prepare information that will be shared with each participating member city to provide the differences in the VMT outputs (SCAG 2016 vs SCAG 2020). In addition, F&P will produce maps to show where the VMT screening outcome is different between SCAG 2016 vs SCAG 2020 (for example, places that were VMT efficient under SCAG 2016 and are not longer under the SCAG 2020 ABM model and visa versa). Note that the Task 1.3 Agency Coordination meeting would happen as part of this sub-task to discuss the next steps and whether changes to their thresholds would be needed (see Task 3).

- Deliverable 2.3.1: Technical Memorandum and Maps Template
- Deliverable 2.3.2: Twenty-eight (28) Technical Memorandums (one for each participating member agency) with maps documenting the comparison of SCAG 2016 RTP/SCS TransCAD and SCAG 2020 RTP/SCS ABM VMT outputs for different jurisdictional boundaries (city, subarea, SGVCOG region, and SCAG region)

Task 9.4 Review List of TDM Strategies To Support Updating the VMT Assessment Tool To Reflect the 2021 CAPCOA GHG Handbook

The existing SGVCOG VMT Assessment Tool incorporated the CAPCOA guidance from 2010 into the mitigation function of the tool. CAPCOA identified a number of GHG/VMT reduction

strategies (e.g., travel demand management or TDM measures) accompanied by methods to estimate VMT reduction. This guidance has since been superseded by the new *CAPCOA Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (December 2021). The new guidance reduces the number of VMT reduction options, and it generally reflects a more conservative VMT estimation for various TDM options. Fehr & Peers will provide a summary of the changes between the 2010 and 2021 CAPCOA guidance and provide recommendations for updates needed in the VMT Assessment Tool to reflect the latest guidance.

- Deliverable 2.4.1: Draft Technical Memorandum Describing Changes in CAPCOA Guidance and Recommendations for Updating the VMT Assessment Tool with the current data.
- Deliverable 2.4.2: Final Technical Memorandum Describing Changes in CAPCOA Guidance and Recommendations for Updating the VMT Assessment Tool with the current data.

TASK 10: VMT THRESHOLDS AMENDMENTS FOR PARTICIPATING CITIES

Fehr & Peers will share and discuss the results of Task 2 with participating cities (indicated as the Task 1.3 Agency Coordination meetings). These discussions will focus on similarities or differences between the VMT estimates calculated by each model. In addition, F&P will discuss the changes in CAPCOA guidance and recommendations for updating the VMT Assessment Tool. F&P will prepare recommendations for each city, which may include revisions to adopted baseline (e.g., city, subarea, SGVCOG region), updates to project screening, and/or changes to the adopted thresholds. In addition, F&P will confirm which TDM measures from the CAPCOA 2021 GHG Handbook should be included.

F&P will also discuss the state of the practice as it relates to establishing VMT thresholds throughout the State of California and within the Southern California Region.

Based on the outcome of Task 2 some participating cities may wish to update their VMT baseline, significance thresholds, or the geographic area that the thresholds are based on. The following tasks are provided for those participating agencies that wish to make changes and/or present the new findings to stakeholders/elected officials.

Task 10.1 Staff Reports and Public Hearings Support

For participating cities that request changes to their baseline or significance thresholds, Fehr & Peers will support amendments to adopted thresholds by assisting with staff reports, preparing presentations for public hearings, and/or presenting at public hearings.

- Deliverable 3.1.1: VMT threshold recommendations for each participating city provided as a brief memorandum (executive summary of the Task 2 deliverables with brief recommendations tailored to each city)
- Deliverable 3.1.2: Staff report/presentation support for up to 28 participating cities
- Deliverable 3.1.3: Presentations at 56 public hearings for up to 28 participating cities (56 virtual meetings)

Task 10.2 Update Thresholds of Significance in the VMT Assessment Tool

As part of Task 4 (VMT Assessment Tool Updates), Fehr & Peers will incorporate changes to baseline or significance thresholds requested by participating cities. All Tool updates will be

completed at one time for all cities that request a change to ensure the most efficient use of programming time.

- Deliverable 3.2.1: Update VMT thresholds in the SGVCOG VMT Assessment Tool

Task 10.3 Update TIA Guidelines

Fehr & Peers will update the TIA guidelines for each of the participating cities (as-needed) to reflect changes to VMT baselines or thresholds of significance.

- Deliverable 3.3.1: Update the VMT sections of the TIA guidelines for each participating city, as needed to reflect amendments to VMT significance thresholds.

TASK 11: VMT ASSESSMENT TOOL UPDATE

Fehr & Peers will utilize the results of Tasks 2 and 3 to update the SGVCOG VMT Assessment Tool.

Task 11.1 Prepare Data for Tool Update

Fehr & Peers will use the results of Task 2 to update the VMT data in the SGVCOG VMT Assessment Tool.

- Deliverable 4.1.1: Summary of Data Scripts

Task 11.2 VMT Assessment Tool Updates

Fehr & Peers will update the VMT Assessment Tool to reflect the changes. In addition, the tool documentation will be updated to reflect changes to the tool. This task assumes one round of review and revisions of updated tool.

- Deliverable 4.2.1: Update the SGVCOG VMT Assessment Tool's (version 1.0) documentation (metadata) to reflect updates
- Deliverable 4.2.2: Update the SGVCOG VMT Assessment Tool (version 1.0) to reflect the 2020 RTP/SCS ABM and the 2021 CAPCOA guidance (based on Task 4.1 data preparation)
- Deliverable 4.2.3: Provide Beta version of the tool (SGVCOG VMT Assessment Tool version 2.0 - beta) for review by participating cities.
- Deliverable 4.2.4: Updated "for publish" SGVCOG VMT Assessment Tool version 2.0 based on 1 round of comments on the Beta version (up to 12 staff hours).

TASK 12: VMT ASSESSMENT TOOL DOCUMENTATION, HOSTING, UPDATES, AND MAINTENANCE; AND TECHNICAL USER (HELPDESK) SUPPORT

Task 12.1 Website Development

Modify the SGVCOG VMT Assessment Tool website to reflect updates to references (SCAG RTP 2020 and CAPCOA 2021), updates to metadata, and any other changes requested by SGVCOG and/or its participating member agencies.

- Deliverable 5.1.1: Update the VMT Assessment Tool website to reference updates

Task 12.2 Documentation, Regular Maintenance, and Annual Assessor Parcel Number updates

Fehr & Peers will continue to host, update, and maintain the current SGVCOG VMT Assessment Tool up until the updated Tool is available. F&P will document all changes to the Tool and provide this information to all Tool users. Due to changes implemented by ESRI, F&P are required to host the tool in a cloud hosted environment with its own license F&P will manage for SGVCOG. The annual cost of hosting will be passed through directly to SGVCOG with no mark-ups by Fehr & Peers. The new cloud-based format is anticipated to provide more stability, faster computing, and a safer environment for the SGVCOG VMT Assessment Tool and provides opportunity for SGVCOG to host additional spatial resources in the same environment only for the cost of production. Fehr & Peers will manage the ESRI licensing requirements, monitor and maintain the tool, provide all data updates in the tool, and implement and manage the hosting agreement with Azure. SGVCOG requested a five-year hosting agreement; however, given the unknown potential cost updates that either ESRI or Azure may implement each year, the costs for these are shown as actual year one costs only. Future year invoices for software and hosting by ESRI and Azure, respectively, will be passed through directly to SGVCOG. The budget shows an estimate for future year costs, but this is only an estimate.

At the end of the 5-year period, Fehr & Peers will prepare the SGVCOG VMT Assessment Tool for Transfer to SGVCOG unless a contract extension is executed. Note that major updates that are not already addressed in this scope (such as incorporating new versions of the model data/new TDM measure guidance in upcoming years) will require a separate scope/budget.

F&P anticipate that there will be updates necessary to reflect the 2024 SCAG So Cal Connect Plan since the model will be updated as part of the process. F&P anticipate that the model will remain an activity-based model (ABM) in the same modeling platform as used for the 2020 SCAG RTP/SCS. F&P expect that updating the tool with the 2024 RTP data will be relatively straightforward and that F&P can use the same scripts that are developed in Tasks 2.1/2.2 to convert the 2024 model output into the format needed to flow into the tool. F&P have included some additional budget for updating to the 2024 model data. Note that this scope does not include major updates resulting from the model type/version changing, or if the results from the model drastically change requiring additional coordination with cities.

- Deliverable 5.2.1: Continue to host, update, and maintain the SGVCOG VMT Assessment Tool V.1.0 until the Update is completed
- Deliverable 5.2.2: Host, update, and maintain the SGVCOG VMT Assessment Tool (V.2.0) in new cloud environment for five years beginning on the date of public release. Maintenance includes updating the tool to reflect the 2024 SCAG So Cal Connect Plan (assuming that the data is available within the five-year maintenance period)

Task 12.3 Technical (Helpdesk) Support

This contract includes approximately 24 staff hours per year over the 5-year period for technical support. F&P will notify the project manager when they have utilized 16 hours in a given year. Helpdesk will be billed on an hourly basis.

- Deliverable 5.3.1: Operate Helpdesk
- Deliverable 5.3.2: Document helpdesk requests and responses for inclusion in progress reports that accompany invoices

B. SGVCOG Work

During the term of the Agreement, and pursuant to its terms and conditions, SGVCOG agrees to provide participating member cities the following services related to project management and administration:

Services

Project Management for the life of the 5-year contract

- Coordinating meetings and communication with participating cities
- Overseeing consultant work
- Tracking program budget
- Contract monitoring and enforcement
- Accounting and invoicing
- Contract execution and amendments as necessary

C. Compensation

The City's share of the overall costs, which is inclusive of SGVCOG's project management fees, to complete the tasks is as follows:

Task	Description	Not to Exceed Amount
Tasks 1 – 7	Development of the Original VMT Analysis Model	\$17,395.00
	Web-Based Regional VMT Analysis Tool	\$2,750.00
Task 8 – 12	VMT Assessment Model & Tool Update	\$15,000.00
TOTAL		\$35,145.00

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN
GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of April 6, 2020 by and between the City of Irwindale, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (VMT) Analysis Model (“Model”).
- C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
- 2. Manage all invoicing and billing.
- 3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
- 4. Coordinate with the consultant to ensure consultant’s participation in calls and meetings.
- 5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
- 6. Review and provide comments on draft communications and documents related to MOA products.
- 7. Submit one invoice to the City, in the amount that does not exceed \$20,021.00,

as follows:

- The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City.

City will:

1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work from the Request for Proposal for Model, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Daniel Co, Assistant Engineer.

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT: REMEDIES:

A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily or make sufficient progress towards completion of the Model.

B. Remedies. In the event of a Default by either Party, the non-defaulting Party

will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VI. INSURANCE:

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

VII. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
Management Analyst
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: Arsanious Hanna
City Engineer/Building Official
5050 N. Irwindale Ave
(626) 430-2203
ahanna@irwindaleca.gov

with a copy to: William Tam
City Manager
5050 N. Irwindale Ave
(626) 430-2200
wtam@irwindaleca.gov

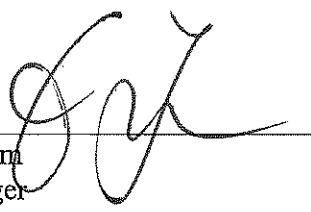
- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances

claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF IRWINDALE

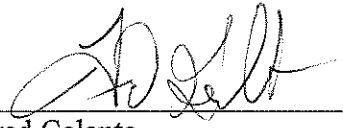
By: 
William Tam
City Manager

Date: May 13, 2020

ATTEST:


Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:


Fred Galante
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: Marisa Creter
Marisa Creter
Executive Director

Date: 05/14/2020

ATTEST:

Marisa Creter
Marisa Creter, Secretary

APPROVED AS TO FORM:

David DeBerry
David DeBerry
General Counsel

EXHIBIT A
SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2 -Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this SOW stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating VMT in the study area. Based on this review, the Consultant shall develop a methodology for measuring Vehicle Miles Traveled (VMT) based on a method supported by the State of California Office of Planning and Research (OPR) in the implementation of SB 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land- Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant

with CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects

To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multimodal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects

The Consultant shall work with each participating City to identify projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 Deliverable: Memorandum on Sample Projects.

Task 6 - Traffic Impact Analysis Guidelines

The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service (LOS) methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support

The Consultant shall attend and participate in three public meetings for the City of Irwindale. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meetings/hearings.

Task 7 Deliverable: Public Meeting Attendance

**AMENDMENT NO. 1
TO
MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR
PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS
MODEL**

This Amendment No. 1 (“Amendment”) to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments (the “SGVCOG”) and the City of Irwindale (the “City”) For Participation of the San Gabriel Valley Regional VMT Analysis Model, dated April 6, 2020 (the “MOA”) shall be effective upon the date executed by both Parties hereto (“Effective Date”).

RECITALS

- A. SGVCOG and City entered into the MOA to develop the San Gabriel Valley Regional VMT Analysis Model; and
- B. SGVCOG and City hereby agree to amend the MOA pursuant to this Amendment to add a web-based Regional VMT Analysis Tool (“Analysis Tool”) to the scope of work, increase the compensation to be paid to SGVCOG by \$2,750 and extend the term of the MOA to July 31, 2025.
- C. SGVCOG and City hereby agree to amend the Agreement to add the Analysis Tool, which will include individual city data bases with VMT decision points as adopted by City, update on a quarterly basis the Los Angeles County Assessor Parcel data, and associated web-based mapping. Standard maintenance on all data and applications will be provided and data will be updated when new versions become available.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

- I. Article I. Term, shall be deleted in its entirety and replaced with the following:
“The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through July 31, 2025. Such term may be extended upon written agreement of both parties to this Agreement.”
- II. Article II. Responsibilities of the Parties, Section A. Subsections 1, 5, and 7 shall be deleted in their entirety and replaced with the following:
“1. Undertake procurement and management of consultant(s) to complete the Model and maintain the Analysis Tool. Execute contracts with the consultant for the development of the Model and maintenance of the Analysis Tool.
“5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model and maintenance of the Analysis Tool.

“7. Submit two invoices to the City, in an amount that does not exceed \$20,145.00, as follows:

- The payment of the first invoice will be due within thirty (30) days upon the City’s receipt of the first invoice for \$17,395.00.
- The payment of the second invoice will be due by September 30, 2020 for an amount that does not exceed \$2,750.00.”

III. Article II. Responsibilities of the Parties, Section B. Subsections 1 and 3 shall be deleted in their entirety and replaced with the following:

“1. Participate in coordination calls and meetings with all parties and consultant throughout the development of the Model and maintenance of the Analysis Tool, as necessary.

“3. Actively engage in the development of the Model and maintenance of the Analysis Tool including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.”

IV. Article IV. Section A, shall be deleted in its entirety and replaced with the following:

“A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily towards completion of the Model and maintenance of the Analysis Tool.”

V. Integration. This Amendment amends, as set forth herein, the MOA and except as specifically amended hereby the MOA shall remain in full force and effect. To the extent there is any conflict between this Amendment and the MOA, the terms and provisions of this Amendment shall control. This Amendment and the MOA, including any exhibits attached to the MOA, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

The Parties hereby enter into this Amendment No. 1 upon the Effective Date as is set forth above.

CITY OF IRWINDALE

**SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS**

By: _____

By: Marisa Creter

Name: William Tam

Name: Marisa Creter

Title: City Manager

Title: Executive Director

Date: _____

Date: 08/24/2020

Approved as to Form:

Approved as to Form:

Adrian Guerra
Adrian Guerra, Interim City Attorney

David DeBerry
SGVCOG General Counsel

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

City of
IRWINDALE
AGENDA REPORT

CC Item 6

Date: April 26, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Recognition of Pride Month

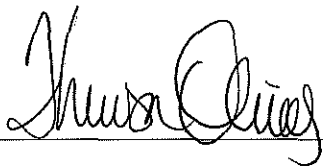
City Manager's Recommendation:

Discuss and provide direction to staff.

Administrative Action:

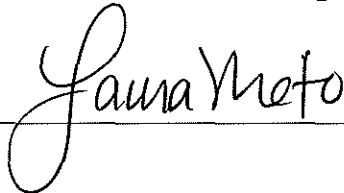
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

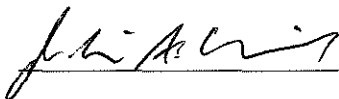
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

At the regular City Council meeting of March 8, 2023, a request was made by an Irwindale resident for the City to consider flying the Pride flag in June in honor of Pride Month. Direction was provided to staff to further look into the request and bring forward additional information to the City Council.

The following options are presented for City Council consideration:

Option 1 – Present a proclamation at the second meeting of May, proclaiming the month of June as Pride Month in the City of Irwindale, and provide direction to staff to procure a Pride flag to be flown in accordance with proper flag protocols during the month of June;

Option 2 – Direct staff to display lighting in front of City Hall that reflects Pride Month during the month of June, similar to Autism and Breast Cancer Awareness, when the color scheme of the lighting in front of City Hall is changed;

Option 3 – Provide direction to staff to bring forward a policy that would recognize various months and days or weeks of awareness or remembrance to demonstrate the City's commitment to building a more inclusive community;

Option 4 – Provide other direction as deemed appropriate by the City Council.

Fiscal Impact:

Based on the direction provided by City Council, there is a potential fiscal impact of approximately \$150 to procure a Pride flag. There would be no additional cost associated with the presentation of a proclamation or changing the lighting color scheme in front of City Hall.

Attachments:

None

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

City of
IRWINDALE
AGENDA REPORT

Date: April 26, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Introduction and First Reading of Ordinance No. 769 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709, 743, AND 764 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – "EXISTING BUILDING CODE," AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO, PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

City Manager's Recommendation:

That the City Council introduce the first reading of Ordinance No. 769 amending Title 15 of Irwindale Municipal Code by adding Chapter 15.07 – Existing Building Code and adopting by reference the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building, Codes with County and City Amendments, and schedule a public hearing on May 10, 2023.

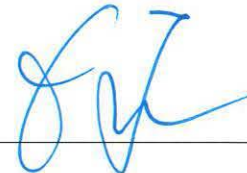
Administrative Action:

Submitted by:

William Tam
Interim Director of Engineering/Building Official

Reviewed by:

Adrian R. Guerra, City Attorney



Electronically approved
by City Attorney

Kambiz Borhani,
Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager




Background and Analysis:

1. The State's Health and Safety Code requires Cities and Counties to adopt the most recent editions of the State Building Standards related to building construction. Most recently, the State of California adopted the 2022 California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards and Existing Building Codes.
2. Title 15 of the Irwindale Municipal Code (IMC) contains administrative and technical requirements for building construction. The City's current building code was last adopted in January 2023 by Ordinance 764.
3. On November 15, 2022, the Los Angeles County Board of Supervisors added and set forth provisions and regulations for the enforcement of Title 33 – Existing Building Code and adopted by reference, the 2022 State of California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes, with 2023 Los Angeles County Amendments. The Existing Building Code has been included as Part 10 of the California Building Standards Codes for the past three code cycles; however, now it is identified as a main code that requires adoption by all California jurisdictions.
4. Similar to past practice, the City will adopt the California Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with county amendments, by reference, to bring the City into compliance with the California Health and Safety Code.
5. Based on staff review of the new 2023 Los Angeles County Building Code and the County's amendments and the ongoing mining and reclamation operations in the City, the Public Works Department - Building Safety Division is proposing revisions to Appendix "J" (Grading Section) of the Los Angeles County Building Code.
6. This proposed City revisions to the 2023 County Building Code Appendix "J" are to carry over changes to the 2008 Building Code Appendix "J" that pertain to the administrative and technical standards for backfilling of open-pit mines using either inert debris fill or soil fill. This appendix will include the City's four technical guidelines and backfill settlement evaluation techniques that deal with mining and reclamation of open-pit mines as a mandated requirement for mining operations in the City and the technical bulletin that was prepared by the Irwindale Technical Advisory Committee as a supplement to the City's four technical guidelines.

7. On January 11, 2023, the City adopted Ordinance No. 764 which included the changes to Appendix "J" (Grading Section) of the Los Angeles County Building Code. However, pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, revisions to Appendix "J" require separate findings (Topographical, Climatic and/or Geological type) which were not included in Ordinance No. 764. Therefore, staff recommends the City Council repeal Ordinance No. 764 in its entirety and adopt Ordinance No. 769 which includes the required findings for Appendix "J".
8. The proposed adoption of this ordinance is exempt under the provision of the California Environmental Quality Act pursuant to State Guidelines 15061(B)(3) and 15378 (b)(c). Adoption of the proposed ordinances is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Adoption of the proposed ordinances does not have such potential insofar as the changes are mandated to be adopted by State law and any local changes are needed to assure proper measures are taken to address the City's local needs, especially to properly backfill open-pit mines to avoid seismic hazards when they are reclaimed.
9. Upon adoption of the 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, staff will send a letter to the California Building Standards Commission advising them with the City's newly adopted codes with County and City Amendments.
10. A copy of the above referenced 2023 Los Angeles County Building, Electrical, Plumbing, Mechanical, Residential, Green Building Standards, and Existing Building Codes with County and City Amendments, and the Findings of Fact will be available for review at the Building and Safety Division for inspection by the public.

Fiscal Impact:

There is no fiscal impact.

Attachments:

- Proposed City of Irwindale Ordinance 769
- Appendix J to Los Angeles County Building Code 2023 Edition with required findings

Electronic Attachments:

- Link to Draft of Los Angeles County Ordinance Nos. 2022-0051 through 2022-0057 (certified and signed copy not currently available)
<https://file.lacounty.gov/SDSInter/bos/supdocs/174489.pdf>
- Link to Los Angeles County Building Code 2023 Edition (Title 26 of the Los Angeles County Code)
https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodel=TIT26BUO

ORDINANCE NO. 769

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING ORDINANCE NOS. 709, 743, AND 764 IN THEIR ENTIRETY, AMENDING TITLE 15 OF THE IRWINDALE MUNICIPAL CODE BY ADDING CHAPTER 15.07 – “EXISTING BUILDING CODE,” AND ADOPTING BY REFERENCE THE LOS ANGELES COUNTY BUILDING CODE (2023 EDITION) WITH IRWINDALE AMENDMENTS, LOS ANGELES COUNTY ELECTRICAL CODE (2023 EDITION), LOS ANGELES COUNTY PLUMBING CODE (2023 EDITION), LOS ANGELES COUNTY MECHANICAL CODE (2023 EDITION), LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE (2023 EDITION), LOS ANGELES COUNTY RESIDENTIAL CODE (2023 EDITION), EXISTING BUILDING CODE (2023 EDITION), AND ADOPTING LOCAL AMENDMENTS THERETO , PURSUANT TO GOVERNMENT CODE SECTION 50022.2 ET SEQ.

RECITALS

WHEREAS, Government Code section 50022.2 *et seq.* authorizes the adoption by reference of California codes and codes that adopt the California codes, including the Codes of the County of Los Angeles, which adopts the California Building, Existing Building, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as amended; and

WHEREAS, sections 17958.5, 17958.7, and 18941.5 of the Health and Safety Code expressly authorize cities to make changes in the California Building, Existing Building Code, Residential, Green Building Standards, Plumbing, Electrical and Mechanical Codes, as reasonably necessary due to local conditions; and

WHEREAS, the Los Angeles County Building, Existing Building, Residential, Green Building Standards, Electrical, Plumbing and Mechanical Codes incorporate appropriate findings related to local climatic, geological, or topographical conditions of Los Angeles County, as specified under the provisions of the California Health & Safety Code; and

WHEREAS, on December 14, 2022, the City Council considered Ordinance 764 and accepting staff's recommendation to amend Appendix "J" of the County grading section to include Backfilling Standards of Open-Pit Mines and the requirement of a grading permit for the backfilling of open-pit mines using either inert debris fill or soil fill; and

WHEREAS, on January 11, 2023, the City Council of the City of Irwindale, pursuant to a notice duly issued under Government Code section 50022.3, conducted a public hearing to consider this ordinance adopting the 2023 Edition of the Los Angeles Building, Existing Building Code, Residential, Green Building

Standards, Plumbing, Electrical and Mechanical Codes with the City's amendment of Appendix "J" of the County Building Codes and adopted Ordinance 764; and

WHEREAS, pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, revisions to Appendix "J" require separate findings due to local topographical, climatic and/or geological conditions, which were not included in Ordinance No. 764.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY ORDAIN AS FOLLOWS:

BUILDING CODE

SECTION 1: The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Repeal of Conflicting Ordinances and Continuing Effect of Irwindale Municipal Code Chapter 15.05. Ordinance Nos. 709, 743, and 764 are hereby repealed in their entirety. Ordinance No. 697, adopted October 14, 2015 adding Irwindale Municipal Code Chapter 15.05 "EXPEDITED PERMITTING FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS," shall remain in full force and effect.

SECTION 3: Chapter 15.04.10 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.04.010. Adoption of code. A. There is hereby adopted, as the city building code, except as provided in this chapter, that certain building code known and designated as the Los Angeles County Building Code, 2023 Edition (Title 26 of the Los Angeles County Code), which incorporates and amends the 2022 California Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0051, as adopted by county of Los Angeles, is adopted in its entirety and incorporated herein by this reference, with City's Amendments to Appendix "J".

SECTION 4: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0051, has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0051. The City Council further finds that the County's grading section Appendix "J" requires revisions to include

the more restrictive requirement of a Mine Reclamation Backfill permit for the backfilling of open-pit mines using either inert debris fill or soil fill, is necessary to address and remediate existing geological conditions as a result of ongoing mining and reclamation activities in the City of Irwindale. Pursuant to Health and Safety Code section 18941.5, the specific findings for the revisions and redlined changes are attached hereto as Exhibit "A".

RESIDENTIAL CODE

SECTION 5: Chapter 15.06.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.06.010. Adoption of code. A. There is hereby adopted, as the city's residential code, except as provided in this chapter, that certain residential code known and designated as the Los Angeles County Residential Code, 2023 Edition (Title 30 of the Los Angeles County Code), which incorporates and amends the 2022 California Residential Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0055, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 6: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-055 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-055.

EXISTING BUILDING CODE

SECTION 7: Chapter 15.07 entitled, "EXISTING BUILDING CODE" of the Irwindale Municipal Code is hereby added and adopted to read in its entirety as follows:

Section 15.07.010. Adoption of code.

A. There is hereby adopted, as the city's existing building code, except as provided in this chapter, that certain existing building code known and designated as the Los Angeles County Existing Building Code, 2023 Edition (Title 33 of the Los Angeles County Code), which incorporates and amends the 2022 California Existing Building Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the existing building code of the city, regulating and controlling the ability to provide flexibility to permit the use of alternative approaches to achieve

compliance with minimum requirements to safeguard the public health, safety, and welfare insofar as they are affected by the repair, alteration, change of occupancy, addition, and relocation of existing buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0057, as adopted by the County of Los Angeles, is adopted in its entirety and incorporated herein by this reference.

Section 15.07.020. Copies filed. Three copies of the Los Angeles County Existing Building Code, referred to in Section 15.07.10 of this chapter, have been deposited in the office of the city clerk and shall be at all times maintained by said clerk for use and examination by the public.

Section 15.07.030. Terms defined. Whenever any of the following names or terms are used in the Los Angeles County Existing Building Code, each such name or term shall be deemed and construed to have the meaning ascribed to it in this section as follows:

"Board of appeals" means the board of appeals established by the Los Angeles County Building Code.

"Board of supervisors" means the city council.

"Building department" means the building and safety division of the department of public works, acting for the city.

"Building code," "uniform building" or "Los Angeles County Building Code" means Chapter 15.04 of this code;

"Building official" means the director of public works or his or her designee.

"City" means the city of Irwindale.

"County," "county of Los Angeles" or "unincorporated territory of the county of Los Angeles" means the city.

"County engineer" means the director of public works of the county of Los Angeles.

"Electrical code" means Chapter 15.08 of this code.

"Existing building code" means Chapter 15.07 of this code.

"Fire code" means Chapter 15.12 of this code.

"Fire zone" means the fire zone or zones adopted by an ordinance creating and establishing fire zones.

"General fund" means the city treasury.

"Health code" or "Los Angeles County Health Code" means Chapter 8.04 of this code.

"Health officer" means the health officer of the city.

"Mechanical code" means Chapter 15.20 of this code.

"Plumbing code" means Chapter 15.16 of this code.

"Green Building Standards code" means Chapter 15.10 of this code.

Section 15.07.040. Fee schedule – Modification by Resolution. The fee schedules adopted by Section 15.07.10 of this title may be amended by resolution adopted by the city council.

SECTION 8: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0057 has made all appropriate findings related to administrative matters. The City Council hereby incorporates by reference the findings summarized in the Los Angeles County Ordinance No. 2022-0057.

ELECTRICAL CODE

SECTION 9: Chapter 15.08.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.08.010. Adoption of Code. A. There is hereby adopted as the city's electrical code, except as provided in this chapter, that certain electrical code known and designated as the Los Angeles County Electrical Code, 2023 Edition (Title 27 of the Los Angeles County Code), which incorporates and amends the California Electrical Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the electrical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of electrical systems, wiring and appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0052, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 10: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0052 has made all appropriate findings related to

administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0052.

GREEN BUILDING STANDARDS CODE

SECTION 11: Chapter 15.10.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.10.010. Adoption of code. A. There is hereby adopted, as the city's green building standards code, except as provided in this chapter, that certain green building standards code known and designated as the Los Angeles County Green Building Standards Code, 2023 Edition (Title 31 of the Los Angeles County Code), which incorporates and amends the 2022 California Green Building Standards Code, including all appendixes thereto and changes made by the County of Los Angeles and by the City of Irwindale, and such code shall be and become the building code of the city, regulating and controlling the design, construction, quality of materials, grading, use, occupancy, location and maintenance of all buildings or structures and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0056, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 12: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0056 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0056.

PLUMBING CODE

SECTION 13: Chapter 15.16.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.16.010. Adoption of Codes. A. There is hereby adopted as city plumbing code, except as provided in this chapter, that certain plumbing code known and designated as the Los Angeles County Plumbing Code, 2023 Edition (Title 28 of the Los Angeles County Code), which incorporates and amends the California Plumbing Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the plumbing code of the city regulating and controlling plumbing and drainage systems, house sewers, private sewage disposal systems and prescribing conditions under which such work may be carried on within the city and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0053, as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 14: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0053 has made all appropriate findings related to local climatic, geological, or topographical conditions, as specified under the provisions of the California Health & Safety Code. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0053.

MECHANICAL CODE

SECTION 15: Chapter 15.20.010 of the Irwindale Municipal Code is hereby amended in its entirety to read as follows:

Section 15.20.010. Adoption of Codes. A. There is hereby adopted as the city's mechanical code, except as provided in this chapter, that certain mechanical code known and designated as the Los Angeles County Mechanical Code, 2023 Edition (Title 29 of the Los Angeles County Code), which incorporates and amends the California Mechanical Code, 2022 Edition, including all appendixes thereto and changes made by the county of Los Angeles, and such code shall be and become the mechanical code of the city regulating and controlling the design, construction, installation, quality of materials, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat-producing appliances and providing for the issuance of permits and the collection of fees therefor.

B. Los Angeles County Ordinance No. 2022-0054 as adopted by the county of Los Angeles, is adopted in its entirety.

SECTION 16: The City Council hereby finds that the County of Los Angeles, in adopting its Ordinance No. 2022-0054 has made all appropriate findings related to administrative matters. The City Council hereby incorporates the findings summarized in the Los Angeles County Ordinance No. 2022-0054.

SECTION 17: All violations of the provisions of the Los Angeles County Building Code, (2020 Edition), Los Angeles County Residential Code (2023 Edition), Los Angeles County Green Building Standards Code (2023 Edition), Los Angeles County Electrical Code (2023 Edition), Los Angeles County Plumbing Code, (2023 Edition), and Los Angeles County Mechanical Code (2023 Edition) adopted by the City shall be a misdemeanor and subject to the penalty provisions contained in Chapter 1.12 of the Irwindale Municipal Code.

SECTION 18: Full Force and Effect. Except as expressly amended herein, all other subsections of Chapter 15 of the Irwindale Municipal Code shall be unchanged and in full force and effect.

SECTION 19: Effective Date. The City Clerk shall certify to the passage and adoption of this ordinance by the City Council of the City of Irwindale and shall, within 15 days after its final passage, cause the same to be published once in a newspaper of

general circulation in the City of Irwindale, and this Ordinance shall take effect 30 days after its passage.

SECTION 20. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irwindale hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

PASSED, APPROVED AND ADOPTED on the 10th day of May 2023.

Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the foregoing Ordinance No. 769 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on April 26, 2023, and adopted on second reading at a duly noticed regular meeting of the City Council of the City of Irwindale held on May 10, 2023, and was carried by the following-roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 769, adopted by the City Council of the City of Irwindale at its regular meeting held May10, 2023 to be posted at the City Hall, Library, and Post Office on May 11, 2023.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

EXHIBIT “A”

Pursuant to the California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the Irwindale City Council hereby expressly finds that all of the changes and modifications to the requirements contained in the building standards published in the California Building Standard Code contained in Ordinance 769, which are not administrative in nature, are reasonably necessary because of local climatic and geological or topographical conditions in the City of Irwindale, as more particularly described in the table set forth below.

2023 BUILDING CODE AMENDMENTS TO GRADING SECTION App J

J101.1	Geological Topographical Climate	Subsection revised to include regulatory requirement that deals with the inert debris engineered fill typical to the City of Irwindale.
J102.1	Administrative	Subsection revised to include the definition of the following: Above-Water Inert Debris Engineered Fill, Backfill, Fill and Operations Plan, Grading Permit For Mine Reclamation Backfill, Inert Debris Engineered Fill, Mine Reclamation Backfill, Mining, Open-Pit Mine, Stockpiling, SMARA, and Underwater Engineered Fill.
J103.1	Administrative	Subsection revised to provide administrative control and authority.
J103.2	Geological Topographical Climate	Subsection revised to provide adequate control of grading operations typical to the City of Irwindale.
J103.3	Geological Topographical Climate	Subsection revised to provide adequate control of grading operations typical to the City of Irwindale.
J103.6	Administrative	Subsection revised to provide administrative control and authority.
J103.7.1	Administrative	Subsection revised to provide administrative control and authority.
J103.7.2	Administrative	Subsection revised to provide administrative control and authority.
J104.2	Administrative	Subsection revised to provide administrative control and authority.
J104.2.1	Geological Topographical Climate	Subsection revised to provide detailed requirements that deal with various types of grading operations typical to the City of Irwindale.
J104.2.4	Geological Topographical Climate	Subsection added to provide detailed requirements that deal with various types of grading operations typical to the City of Irwindale.
J104.2.5	Geological Topographical Climate	Subsection added to provide detailed requirements that deal with various types of grading operations typical to the City of Irwindale.

J105.1	Geological Topographical Climate	Subsection revised to provide detailed inspection requirements that deal with various types of grading operations typical to the City of Irwindale.
J105.9	Geological Topographical Climate	Subsection revised to provide detailed requirements pertaining to the transfer of responsibility by the Field Engineer of record for mine reclamation backfills typical to the City of Irwindale.
J105.11.1	Geological Topographical Climate	Subsection added to include standards and guidelines for mine reclamation backfills, both underwater and above-water, typical to the City of Irwindale.
J105.13	Geological Topographical Climate	Subsection revised to provide detailed requirements that deal with various types of grading operations typical to the City of Irwindale.
J107.1	Geological Topographical Climate	Section revised to require more stringent fill requirements to address the complex and diverse set of soil types and geological conditions that exist in the Los Angeles County.
J109.1	Geological Topographical Climate	Subsection revised to require more stringent drainage and erosion control requirements to address the complex and diverse set of soil types and geological conditions for mine sites typical to the City of Irwindale.
J109.4	Geological Topographical Climate	Subsection added to include more stringent drainage and erosion control requirements to address the complex and diverse set of soil types and geological conditions for mine sites typical to the City of Irwindale.
J110.1	Geological Topographical Climate	Subsection revised to require more stringent slope planting and erosion control requirements to address the complex and diverse set of soil types and geological conditions for mine sites typical to the City of Irwindale.
J110.2	Geological Topographical Climate	Subsection added to include more stringent slope planting and erosion control requirements to address the complex and diverse set of soil types and geological conditions for mine sites typical to the City of Irwindale
J111	Geological Topographical Climate	Section revised to include standards, technical bulletin and guidelines that deal with mining and reclamation of open-pit mines typical to the City of Irwindale.

EXHIBIT "A"

Title 26 - BUILDING CODE APPENDIX J GRADING

APPENDIX J GRADING

SECTION J101 GENERAL

J101.1 Scope.

The provisions of this Appendix apply to grading, excavation, and earthwork construction, including fills and embankments, and the control of runoff from graded sites, including erosion sediments and construction-related pollutants. This scope includes inert debris engineered fills placed under the auspices of Title 14 Section 17388 of the California Code of Regulations. The purpose of this Appendix is to safeguard life, limb, property, and the public welfare by regulating grading on property subject to this Code.

(Ord. 2019-0056 § 79, 2019.)

J101.2 Flood hazard areas.

Unless the applicant has submitted a hydrology and hydraulic analysis, prepared in accordance with standard engineering practice by a California licensed civil engineer, that demonstrates the proposed work will not result in any increase in the level of the base flood, grading, excavation and earthwork construction, including fills and embankments, shall not be permitted in floodways designated in Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code, or in floodways that are in flood hazard areas established in Section 1612.3, or in flood hazard areas where design flood elevations are specified but floodways have not been designated.

(Ord. 2019-0056 § 79, 2019.)

J101.3 General hazards.

Whenever the Building Official determines that any existing excavation, embankment, or fill on property subject to this Code has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the Building Official may give written notice thereof to the owner of the property upon which the excavation, embankment, or fill is located, or other person or agent in control of said property. Upon receipt of said notice, the owner or other person or agent in control of the property shall repair or eliminate such excavation, embankment, or fill so as to eliminate the hazard, in conformance with the requirements of this Code, within the period specified in said notice.

(Ord. 2019-0056 § 79, 2019.)

J101.4 Safety precautions.

If at any stage of the work the Building Official determines by inspection that further grading as authorized is likely to endanger any public or private property, or result in the deposition of debris on any public way, or interfere with any existing drainage course, the Building Official may order the work stopped by notice in writing served on any persons engaged in doing or causing such work to be done, and any such person shall immediately stop such work. The Building Official may authorize the work to proceed if the Building Official finds that adequate safety precautions can be taken or corrective measures incorporated in the work to avoid likelihood of such danger, deposition, or interference.

If the grading work as done has created or resulted in a hazardous condition, the Building Official shall give written notice requiring correction thereof as specified in Section J101 of this Code.

(Ord. 2019-0056 § 79, 2019.)

J101.5 Protection of utilities.

Both the permittee and the owner of the property on which the grading is performed shall be responsible for the prevention of damage to any public and/or private utilities or services.

(Ord. 2019-0056 § 79, 2019.)

J101.6 Protection of adjacent property.

Both the permittee and owner of the property on which the grading is performed shall be responsible for the prevention of damage to adjacent property. No person shall excavate on land sufficiently close to the property line to endanger any adjoining public street, sidewalk, alley, or other public or private property without taking adequate measures to support and protect such property from settling, cracking, or other damage that might result from the proposed work. Any person performing any grading that involves imported or exported materials shall take special precautions, as approved by the Building Official, to prevent such materials from being deposited on adjacent properties, any public way, and/or any drainage course.

(Ord. 2019-0056 § 79, 2019.)

J101.7 Storm water control measures.

Both the permittee and the owner of the property on which the grading is performed shall put into effect and maintain all precautionary measures necessary to protect adjacent water courses and public or private property from damage by erosion, flooding, and deposition of mud, debris, and construction-related pollutants originating from the site during grading and related construction activities.

(Ord. 2019-0056 § 79, 2019.)

J101.8 Maintenance of protective devices and rodent control.

All drainage structures and other protective devices and all burrowing rodent control measures, as shown on the grading plans approved by the Building Official, shall be maintained in a good condition and, when necessary, promptly repaired by the permittee or the owner of the property on which grading has been performed or by any other person or agent in control of such property.

(Ord. 2019-0056 § 79, 2019.)

J101.9 Correlation with other sections.

The provisions of this Appendix are independent of the provisions of Chapter 99 of this Code relating to building and property rehabilitation. This Section may be applied even though the same facts have been used to determine that there is substandard property subject to the provisions of Chapter 99.

(Ord. 2019-0056 § 79, 2019.)

J101.10 Conditions of approval.

In granting any permit under this Code, the Building Official may include such conditions as may be reasonably necessary to prevent creation of a nuisance or hazard to public or private property. Such conditions may include, but shall not be limited to:

1. Improvement of any existing grading to comply with the standards of this Code.
2. Requirements for fencing of excavations or fills that would otherwise be hazardous.
3. Requirements for temporary excavations and shoring to be shown on plans.

(Ord. 2019-0056 § 79, 2019.)

J102.1 Definitions.

For the purposes of this Appendix, the terms, phrases, and words listed in this Section and their derivatives shall have the indicated meanings.

ABOVE-WATER INERT DEBRIS ENGINEERED FILL. A fill that contains inert debris and is placed above the groundwater table.

APPROVAL. When the proposed work or completed work conforms to this Appendix, as determined by and to the satisfaction of the Building Official.

AS-BUILT. See Section J105.12.

BACKFILL. Fill placed in a zone that had previously been excavated.

BEDROCK. The relatively solid, undisturbed rock in place either at the ground surface or beneath superficial deposits of alluvium, colluvium, and/or soil.

BENCH. A relatively level step excavated into earth material on which fill is to be placed.

BEST MANAGEMENT PRACTICE (BMP). Practices, prohibitions of practices, or other activities to reduce or eliminate the discharge of pollutants to surface waters. BMPs include structural and nonstructural controls, management practices, operation and maintenance procedures, and system, design, and engineering methods that are required to be employed in order to comply with the requirements of the National Pollution Discharge Elimination System (NPDES) permit issued to the County of Los Angeles (see Section 106.4.3 and Title 31 - Green Building Standards Code - of the Los Angeles County Code).

BORROW. Earth material acquired from an off-site location for use in grading on a site.

CIVIL ENGINEER. A professional engineer licensed in the State of California to practice in the field of civil works.

CIVIL ENGINEERING. The application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials to the evaluation, design, and construction of civil works.

COMPACTION. The densification of a fill by mechanical means.

CUT. See "Excavation."

DESILTING BASINS. Physical structures, constructed for the removal of sediments from surface water runoff.

DESIGN ENGINEER. The Civil Engineer responsible for the preparation of the grading plans for the site grading work.

DOWN DRAIN. A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility.

EARTH MATERIAL. Any rock, natural soil, or fill, or any combination thereof.

ENGINEERING GEOLOGIST. A geologist experienced and knowledgeable in engineering geology, holding a license as a geologist in the specialty of engineering geology issued by the State of California under the applicable provisions of the Geologist and Geophysicist Act of the Business and Professions Code.

ENGINEERING GEOLOGY. The application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil works.

EROSION. The wearing away of the ground surface as a result of the movement of wind, water, or ice.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FIELD ENGINEER. The Civil Engineer responsible for performing the functions as set forth in Section J105.3.

FILL. Deposition of earth materials by artificial means.

FILL AND OPERATIONS PLAN. Combined engineering plans and geotechnical reports representing the overall conceptual and general planning for the initiation through completion of reclamation of open-pit mines for both underwater and above-water backfills.

GEOTECHNICAL ENGINEER. See "Soils Engineer".

GEOTECHNICAL HAZARD. An adverse condition due to landslide, settlement, and/or slippage. These hazards include, but are not limited to, loose debris, slopewash, and mud flows from natural or graded slopes.

GRADE. The vertical location of the ground surface.

GRADE, EXISTING. The grade prior to grading.

GRADE, FINAL. See Section J105.7.

GRADE, FINISHED. The grade of the site at the conclusion of all grading efforts.

GRADE, INITIAL. See Section J105.7.

GRADE, ROUGH. See Section J105.7.

GRADING. An excavation or fill or combination thereof.

GRADING PERMIT FOR MINE RECLAMATION BACKFILL. A permit, issued to backfills of open-pit mines for all active SMARA pits.

INERT DEBRIS ENGINEERED FILL. An engineered fill that contains concrete, broken concrete, tile, masonry brick or block, concrete block, rock, sand, gravel, stone, clay, clay products, ceramics, soils, stucco, fine silt wet or dry, and materials encased in concrete, asphaltic concrete, crushed glass, and other similar materials. These fill materials are typically generated as waste products from construction and demolition operations.

KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

LANDSCAPE ARCHITECT. A person who holds a certificate to practice landscape architecture in the State of California under the applicable landscape architecture provisions of Division 3, Chapter 3.5, of the Business and Professions Code.

LINE. The horizontal location of the ground surface.

MINE RECLAMATION BACKFILL. A backfill placed in a former open-pit mine for the purpose of reclaiming the site to support future structures.

MINING. The operations associated with the excavation and processing of natural soil and rock and permitted under the California Surface Mining and Reclamation Act of 1975(SMARA).

PERMITTEE. See Section J105.6.

PRIVATE SEWAGE DISPOSAL SYSTEM. A septic tank with effluent discharging into a subsurface disposal field, into one or more seepage pits, or into a combination of a subsurface disposal field and a seepage pit or of such other facilities as may be permitted in accordance with the procedures and requirements set forth in Title 28 - Plumbing Code - of the Los Angeles County Code and as required by the Los Angeles County Department of Public Health.

PROJECT CONSULTANTS. The professional consultants required by this Code, which may consist of the Design Engineer, Field Engineer, Soils Engineer, Engineering Geologist, and Landscape Architect as applicable to this Appendix.

PROFESSIONAL INSPECTION. The inspection required by this Code to be performed by the Project Consultants. Such inspections shall be sufficient to form an opinion relating to the conduct of the work.

QSD. Qualified SWPPP Developer as defined in the California State Construction General Permit.

QSP. Qualified SWPPP Practitioner as defined in the California State Construction General Permit.

SETTLEMENT BULLETIN. Irwindale Mining Bulletin No.1, Settlement of Mine Backfills, November 22, 2022

SMARA. California Surface Mining And Reclamation Act of 1975.

SITE. A lot or parcel of land or contiguous combination thereof, under the same ownership, where grading is performed or permitted.

SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

SOIL. Naturally occurring superficial deposits overlying parent bedrock.

SOILS ENGINEER (GEOTECHNICAL ENGINEER). A licensed civil engineer experienced and knowledgeable in the practice of soils engineering.

SOILS ENGINEERING (GEOTECHNICAL ENGINEERING). The application of the principles of soils mechanics in the investigation, evaluation, and design of civil works involving the use of earth materials and the inspection or testing of construction thereof.

STOCKPILING. Placement of fill for temporary storage purposes.

STORM DRAIN SYSTEM. A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, and man-made channels, designed or used for collecting and conveying storm water.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP). A site drawing with details, notes, and related documents that identify the measures proposed by the permittee to: (1) control erosion and prevent sediment and construction-related pollutants from being carried offsite by storm water, and (2) prevent non-storm-water discharges from entering the storm drain system.

SURFACE DRAINAGE. Flows over the ground surface.

SOIL TESTING AGENCY. An agency regularly engaged in the testing of soils and rock under the direction of a Civil Engineer experienced in soil testing.

TERRACE. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

UNDERWATER ENGINEERED FILL: An engineered fill placed below the free water level, such as in a groundwater lake located at the bottom of an open-pit mine.

(Ord. 2019-0056 § 80, 2019.)

SECTION J103 PERMITS REQUIRED

J103.1 Permits required.

Except as exempted in Section J103.2, grading shall not be performed without first having obtained a permit from the Building Official. A grading permit does not include the construction of retaining walls or other structures. A separate permit shall be obtained for each site and may cover both excavations and fills. Any engineered grading as described in Section J104.2.3 shall be performed by a contractor licensed by the State of California to perform the work described hereon. Regular grading less than 5,000 cubic yards may require a licensed contractor if the Building Official determines that special conditions or hazards exist.

Mine reclamation backfills shall be permitted under the special provisions of a mine reclamation backfill permit. The plan check and permit fee for this grading permit for mine reclamation fills will be subject to a fee schedule adopted and approved by the City Council.

(Ord. 2019-0056 § 81, 2019.)

J103.2 Exemptions.

A grading permit shall not be required for the following:

1. When approved by the Building Official, grading in an isolated, self-contained area, provided that the public is not endangered and that such grading will not adversely affect adjoining properties or public rights of way.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites, controlled by other regulations.
5. Excavations for wells, or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate, or clay, and related mining operations, provided such operations are conducted under the auspices of an approved conditional use permit and reclamation plan issued by the City of Irwindale.
7. Exploratory excavations performed under the direction of a Geotechnical Engineer or Engineering Geologist. This shall not exempt grading of access roads or pads created for exploratory excavations. Exploratory excavations must not create a hazardous condition to adjacent properties or the public in accordance with Section J101.3. A restoration plan must be provided and approved by the Building Official for all grading of access roads or pads. Restoration shall be completed within 90 days after the completion of soils testing unless otherwise approved by the Building Official.
8. An excavation that does not exceed 50 cubic yards (38.3 m³) and complies with one of the following conditions and as shown in Figure J103.2:
 - (a) Is less than 2 feet (0.6 m) in depth.

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- (b) Does not create a cut slope greater than 5 feet (1.5 m) measured vertically upward from the cut surface to the surface of the natural grade and is not steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
9. A fill not intended to support a structure that does not obstruct a drainage course and complies with one of the following conditions and as shown in Figure J103.2:
- (a) Is less than 1 foot (0.3 m) in depth and is placed on natural terrain with a slope flatter than 5 units horizontal to 1 unit vertical (20 percent slope).
 - (b) Is less than 3 feet (0.9 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 50 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).
 - (c) Is less than 5 feet (1.5 m) in depth at its deepest point measured vertically upward from natural grade to the surface of the fill, does not exceed 20 cubic yards, and creates a fill slope no steeper than 2 units horizontal to 1 unit vertical (50 percent slope).

Exemption from the permit requirements of this Appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction.

(Ord. 2019-0056 § 81, 2019.)

J103.3 Unpermitted grading.

A person shall not own, use, occupy, or maintain any site containing unpermitted grading. For the purposes of this Code, unpermitted grading shall be defined as either of the following:

- (1) Grading that was performed, at any point in time, without the required permit(s) having first been obtained from the Building Official, pursuant to Section J103.1; or
- (2) Grading for which a permit was obtained pursuant to this Section, but which was not completed, pursuant to Section J105, prior to the expiration of the permit, pursuant to Section 106.5.4.

Any fill placed without a grading permit, including those exempted by Section J103.2, is considered to be uncertified and not suitable for structural support. No building permits will be issued for structures on such fills, and such fills cannot subsequently be accepted under Sections 104.2.7, 104.2.8, or J112 of this Code. All such fills must be removed and recompacted or otherwise remediated under the auspices of a grading permit before any building permits can be issued.

Exception: The Building Official may accept unpermitted fills that consist entirely of hydraulically-placed waste materials generated from an aggregate processing operation if the Permittee submits a geotechnical investigation that assesses the extent and engineering characteristics of such a fill, along with a remediation plan

(Ord. 2019-0056 § 81, 2019.)

J103.4 Availability of permit at site.

No person shall perform any grading that requires a permit under this Appendix unless a copy of the grading permit and approved grading plans are in the possession of a responsible person and available at the site for the Building Official's reference.

(Ord. 2019-0056 § 81, 2019.)

J103.5 Grading fees.

Fees shall be assessed in accordance with the provisions of this Section. The amount of the fees shall be as specified in Section 107.

1. Plan Review Fees. When a plan or other data are required to be submitted, a plan review fee shall be paid at the time of submitting plans and specifications for review. Separate plan review fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code. For excavation and fill on the same site, the fee shall be based on the volume of excavation or fill, whichever is greater.
2. Permit Fees. A fee for each grading permit shall be paid to the Building Official at the time of issuance of the permit. Separate permits and fees shall apply to retaining walls or major drainage structures as required elsewhere in this Code.
3. Site Inspection Fee. When the Building Official finds that a visual inspection of the site is necessary to establish drainage requirements for the protection of property, existing buildings, or the proposed construction, a site inspection shall be made during plan check of grading plans. A fee for such inspection shall be paid to the Building Official at the time of submitting plans and specifications for review.

(Ord. 2019-0056 § 81, 2019.)

J103.6 Compliance with zoning code.

The Building Official may refuse to issue a grading permit for work on a site if either the proposed grading or the proposed land use for the site shown on the grading plan application does not comply with the provisions of ~~Title 17 of the City of Irwindale Municipal Code~~^{22—Planning and Zoning—of the Los Angeles County Code.}

(Ord. 2019-0056 § 81, 2019.)

J103.7 Grading security.

J103.7.1 Scope and purpose.

The Building Official may require a permittee or the owner(s) of the property on which the grading is proposed to occur to provide security, as a condition of the issuance of a grading permit for any grading involving more than 1,000 cubic yards (764.6 m³). Where unusual conditions or special hazards exist, the Building Official may require security for grading involving less than 1,000 cubic yards (764.6 m³). The purpose of the security shall be to guarantee the permittee's obligation to mitigate any hazardous conditions, including flood and geotechnical hazards, that may be created if the grading is not completed in accordance with the approved plans and specifications, and to complete any work that the Building Official determines is necessary to bring the property into compliance with this Appendix.

Security required by this Section may include incidental off-site grading on property contiguous with the site to be developed, provided written consent of the owner of such contiguous property is filed with the Building Official.

The Building Official may waive the requirements for security for the following:

1. Grading being done by or for a governmental agency.

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2. Grading necessary to remove a geotechnical hazard, where such work is covered by an agreement and security is posted pursuant to the City of Irwindale "Subdivision Ordinance" or to the provisions of Title 21 - Subdivisions - of the Los Angeles County Code.
 3. Grading on a site, not exceeding a slope of three units horizontal to one unit vertical, provided such grading as determined by the Building Official will not affect drainage from or to adjacent properties.
 4. Filling of holes or depressions, provided such grading will not affect the drainage from or to adjacent properties.
 5. Mine reclamation backfills placed under the auspices of a Reclamation Plan approved by the City of Irwindale, providing that there is sufficient SMARA approved financial assurances posted for such reclamation.

(Ord. 2019-0056 § 81, 2019.)

J103.7.2 Form of security.

The security referred to in Section J103.7.1 shall be in one of the following forms:

1. A bond furnished by a corporate surety authorized to do business in this state.
2. Cash.
3. Savings and loan certificates or shares deposited and assigned to the City of Irwindale or to the County as provided in Chapter 4.36 of Title 4 - Revenue and Finance - of the Los Angeles County Code, if the County of Los Angeles is acting as the authorized representative of the City of Irwindale.
4. An instrument of credit from a financial institution subject to regulation by the state or federal government and pledging that funds in the amount required by the Building Official are on deposit and guaranteed for payment, or a letter of credit is issued by such a financial institution.

(Ord. 2019-0056 § 81, 2019.)

J103.7.3 Amount of security.

The amount of security shall be based on the number of cubic yards of material in either excavation or fill, whichever is greater, and the cost of all drainage or other protective devices or work necessary to eliminate potential flooding and geotechnical hazards. That portion of the security valuation based on the volume of material in either excavation or fill shall be computed as follows:

100,000 cubic yards or less - 50 percent of the estimated cost of grading work.

Over 100,000 cubic yards - 50 percent of the cost of the first 100,000 cubic yards plus 25 percent of the estimated cost of that portion in excess of 100,000 cubic yards.

When the rough grading has been completed in conformance with the requirements of this Code, the Building Official may, at his or her discretion, consent to a proportionate reduction of the security to an amount estimated to be adequate to ensure completion of the grading work, site development, or planting remaining to be performed. The costs referred to in this Section shall be as estimated by the Building Official.

(Ord. 2019-0056 § 81, 2019.)

J103.7.4 Conditions.

All security shall include the conditions that the principal shall:

1. Comply with all of the provisions of this Code, applicable laws, and ordinances;
2. Comply with all of the terms and conditions of the grading permit, and
3. Complete all of the work authorized by the permit.

(Ord. 2019-0056 § 81, 2019.)

J103.7.5 Term of security.

The term of each security shall begin upon the filing with the Building Official, and the security shall remain in effect until the work authorized by the grading permit is completed and approved by the Building Official.

(Ord. 2019-0056 § 81, 2019.)

J103.7.6 Default procedures.

In the event any grading for which a permit has been issued is not completed in accordance with the approved plans and specifications for said work or with all terms and conditions of the grading permit, the Building Official may declare that a default has occurred. The Building Official shall give notice thereof to the principal and surety or financial institution executing the security, or to the owner in the case of a cash bond or assignment.

The Building Official may thereafter determine the work that is necessary to mitigate any hazardous or unsafe conditions on the site and cause such work to be performed.

Where the security consists of a bond or instrument of credit, the surety or financial institution executing the security shall be responsible for the payment of all costs and expenses incurred by the Building Official in causing such work to be performed, up to the full amount of the security. In the case of cash security or assignment, the Building Official may pay all costs and expenses incurred in causing such work to be performed from the funds deposited and return any unused portion of such deposit or funds to the person making said deposit or assignment.

(Ord. 2019-0056 § 81, 2019.)

J103.7.7 Right of entry.

The Building Official or the authorized representative of any surety company or financial institution furnishing the security shall have access to the premises described in the permit for the purpose of inspecting the work.

In the event of default, as described in Section J103.7.6, the surety or financial institution furnishing the security, or the Building Official, or any person employed or engaged on the behalf of any of these parties, shall have the right to go upon the premises to perform the mitigation work, as described in Section J103.7.6.

Neither the permittee, owner, or any other person shall interfere with or obstruct the ingress into or egress from any such premises of any authorized representative of the surety or financial institution executing the security or the Building Official engaged to perform the mitigation work, as described in Section J103.7.6.

(Ord. 2019-0056 § 81, 2019.)

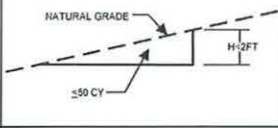
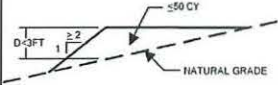
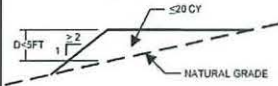
EXCAVATIONS		FILLS	
AN EXCAVATION WHICH IS LESS THAN 2 FT IN DEPTH AND DOES NOT EXCEED 50 CY		FILL PLACED ON NATURAL GRADE NOT STEEPER THAN 1:1 AND LESS THAN 1 FT DEEP	
	AN EXCAVATION WHICH CREATES A CUT SLOPE NOT GREATER THAN 5 FT IN HEIGHT, NOT STEEPER THAN 2:1, AND DOES NOT EXCEED 50 CY	FILL LESS THAN 3 FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 50 CY	
		FILL LESS THAN 5 FT DEEP AT ITS DEEPEST POINT THAT DOES NOT EXCEED 20 CY	

FIGURE J103.2
GRADING EXEMPTION CASES

(Ord. 2019-0056 § 82, 2019.)

SECTION J104 PERMIT APPLICATION AND SUBMITTALS

J104.1 Submittal requirements.

In addition to the provisions of Section 106.4, the applicant shall state the following:

1. The estimated quantities of excavation, fill, borrow, removal, or combination thereof.
2. The proposed land use for the site on which the grading is to be performed.

(Ord. 2019-0056 § 83, 2019.)

J104.2 Site plan requirements.

In addition to the provisions of Section 106, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this Code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this Code.

As with the Grading Permit for Mine Reclamation Fills, the applicant shall prepare a Backfilling and Operation Plan for the both Underwater and/or Above-Water Fill operations in accordance with the City's Guidelines for each respective fill operations. Also required as part of this Backfilling and Operation Plan submittal package is a complete site specific geotechnical evaluation report prepared in accordance with City's Guidelines For Above-water Backfilling of Open Pit Mines or the Guidelines for Underwater Backfilling For Open-Pit Mines.

(Ord. 2019-0056 § 83, 2019.)

J104.2.1 Grading designation.

1. Grading above the groundwater table of natural soils involving less than 5,000 cubic yards (3825 m³) and that will not support any structure shall be designated "regular grading" unless the permittee chooses to have the grading be designated as engineered grading, or the Building Official determines that, due to the existence of special conditions or unusual hazards, the grading should be designated as engineered

grading.

2. Grading above the groundwater table using natural soils in excess of 5,000 cubic yards (3825 m³) or that involving less than 5,000 cubic yards (3825 m³) which is proposed to support any structure shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a civil engineer, unless otherwise required by the Building Official.

3. Grading involving placement of inert debris fill above the groundwater table shall be designated as an "above-water inert debris engineered fill". These include, but are not limited to, all above-water inert debris engineered fills placed under the auspices of Title 14, Section 17388 of the California Code of Regulations.

4. Grading involving placement of fill below the groundwater table using any materials shall be designated as an "underwater engineered fill". These include, but are not limited to, all underwater inert debris engineered fills placed under the auspices of Title 14, Section 17388 of the California Code of Regulations. Grading in excess of 5,000 cubic yards (3,825 m³), or that is proposed to support any structure, shall be designated as "engineered grading." All engineered grading shall be performed in accordance with an approved grading plan and specifications prepared by a Civil Engineer, unless otherwise required by the Building Official.

Grading involving less than 5,000 cubic yards (3,825 m³), and that will not support any structure, shall be designated "regular grading" unless the permittee chooses to have the grading be designated as engineered grading, or the Building Official determines that, due to the existence of special conditions or unusual hazards, the grading should be designated as engineered grading.

(Ord. 2019-0056 § 83, 2019.)

J104.2.2 Regular grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a regular grading permit shall be accompanied by plans of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:

1. General vicinity of the proposed site.
2. Limits and depths of cut and fill.
3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet (4.6 m) of the proposed grading.
4. Contours, flow areas, elevations, or slopes that define existing and proposed drainage patterns.
5. Storm water mitigation measures in accordance with the requirements of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
6. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
7. Location of all recorded floodways as established by Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code.
8. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

(Ord. 2019-0056 § 83, 2019.)

J104.2.3 Engineered grading requirements.

In addition to the provisions of Sections 106 and J104.2, an application for a permit for engineered grading shall be accompanied by plans and specifications, and supporting data consisting of a geotechnical report and engineering geology report.

Specifications shall contain information covering construction and material requirements. Plans shall be drawn to scale on paper and shall be of sufficient clarity to indicate the nature and extent of the work proposed and shall show in detail that the proposed work will conform to the provisions of this Code and all relevant laws, ordinances, rules, and regulations. The first sheet of the plans shall depict the location of the proposed work, the name and address of the owner, and the person by whom they were prepared.

The plans shall include or be accompanied by the following information:

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations, or finish contours to be achieved by the grading, proposed drainage channels, and related construction.
4. Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams, and other protective devices to be constructed with, or as a part of, the proposed work. A map showing the drainage area and the estimated runoff of the area served by any drains shall also be provided.
5. Location of any existing or proposed buildings or structures located on the property on which the work is to be performed and the location of any buildings or structures on adjacent properties that are within 15 feet (4.6 m) of the property or that may be affected by the proposed grading operations.
6. Recommendations in the geotechnical report and the engineering geology report shall be incorporated into the grading plans or specifications. When approved by the Building Official, specific recommendations contained in the soils engineering report and the engineering geology report, that are applicable to grading, may be included by reference.
7. The dates of the geotechnical and engineering geology reports together with the names, addresses, and phone numbers of the firms or individuals who prepared the reports.
8. A statement of the quantities of material to be excavated and/or filled. Earthwork quantities shall include quantities for geotechnical and geological remediation. In addition, a statement of the quantities of material to be imported or exported from the site.
9. A statement of the estimated starting and completion dates for proposed work.
10. A statement signed by the owner, acknowledging that a Design Engineer, Field Engineer, Geotechnical Engineer, and Engineering Geologist, when appropriate, will be employed to perform the services required by this Code, when the Building Official requires that such professional persons be so employed. These acknowledgments shall be on a form furnished by the Building Official.
11. Storm water mitigation measures are required to be shown on the grading plan in accordance with the requirement of Section 106.4.3 of this Code. See Section J110.8 for specific requirements.
12. A drainage plan for those portions of property proposed to be utilized as a building site (building pad), including elevations of floors with respect to finish site grade and locations of proposed stoops, slabs, and fences that may affect drainage.
13. Location and type of any proposed private sewage disposal system, including the location of the expansion area.

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14. Location of existing and proposed utilities, drainage facilities, and recorded public and private easements and restricted use areas.
 15. Location of all recorded floodways as established by Chapter 11.60 of Title 11 - Health and Safety - of the Los Angeles County Code.
 16. Location of all Special Flood Hazard Areas as designated and defined in Title 44 of the Code of Federal Regulations.

(Ord. 2019-0056 § 83, 2019.)

J104.2.4 Above-Water Inert Debris Engineered Fill Requirements.

All above-water inert debris engineered fills shall be designed, permitted, and constructed in accordance with the Guidelines for Above-Water Backfilling of Open Pit Mines, Irwindale, California, and Irwindale Mining Bulletin No.1, Settlement of Mine Backfills. If specific provisions of these Guidelines conflict with any other provisions of this Appendix, the Guidelines shall govern.

J104.2.5 Underwater Engineered Fill Requirements.

All underwater fills shall be designed, permitted, and constructed in accordance with the Guidelines for Underwater Backfilling of Open Pit Mines, Irwindale, California, and Irwindale Mining Bulletin No.1, Settlement of Mine Backfills. If specific provisions of these Guidelines conflict with any other provisions of this Appendix, the Guidelines shall govern.

J104.3 Geotechnical and engineering geology reports.

The geotechnical report required by Section J104.2.3 shall include data regarding the nature, distribution, and strength of existing soils, conclusions, and recommendations for grading procedures and design criteria for corrective measures, including buttress fills, when necessary, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading as affected by geotechnical factors, including the stability of slopes. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

The engineering geology report required by Section J104.2.3 shall include an adequate description of the geology of the site, conclusions, and recommendations regarding the effect of geologic conditions on the proposed development, and an opinion on the adequacy for the intended use of sites to be developed by the proposed grading, as affected by geologic factors. The engineering geology report shall include a geologic map and cross sections utilizing the most recent grading plan as a base. All reports shall conform with the requirements of Section 111 and shall be subject to review by the Building Official. Supplemental reports and data may be required as the Building Official may deem necessary. Recommendations included in the reports and approved by the Building Official shall be incorporated in the grading plan or specifications.

Exception: A geotechnical or engineering geology report is not required where the Building Official determines that the nature of the work applied for is such that a report is not necessary.

(Ord. 2019-0056 § 83, 2019.)

J104.4 Liquefaction study.

For sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_s) greater than 0.5g as determined by Section 1613, a study of the liquefaction potential of the site shall be provided and the recommendations incorporated in the plans. A geotechnical investigation will be required when the proposed work is a "Project" as defined in California Public Resources Code section 2693, and is located in an area designated as a "Seismic Hazard Zone" as defined in section 3722 of Title 14 of the California Code of Regulations and on Seismic Hazard Zone Maps issued by the State Geologist under Public Resources Code section 2696.

Exception: A liquefaction study is not required where the Building Official determines from established local data that the liquefaction potential is low.

(Ord. 2019-0056 § 83, 2019.)

SECTION J105 INSPECTIONS

J105.1 General.

Grading inspections shall be governed by Section 108 and as indicated herein. Grading operations for which a permit is required shall be subject to inspection by the Building Official. In addition, professional inspection of grading operations shall be performed by the Field Engineer, the Geotechnical Engineer, and the Engineering Geologist retained to provide such services in accordance with this Section for engineered grading and as required by the Building Official for regular grading.

Grading inspections for above-water inert debris engineered fills and underwater engineered fills shall be in accordance with the Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California, or the Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California, respectively.

(Ord. 2019-0056 § 84, 2019.)

J105.2 Special and supplemental inspections.

The special inspection requirements of Section 1705.6 shall apply to work performed under a grading permit where required by the Building Official. In addition to the called inspections specified in Section J105.7, the Building Official may make such other inspections as may be deemed necessary to determine that the work is being performed in conformance with the requirements of this Code. The Building Official may require investigations and reports by an approved soil testing agency, Geotechnical Engineer and/or Engineering Geologist, and Field Engineer. Inspection reports shall be provided when requested in writing by the Building Official.

The Building Official may require continuous inspection of drainage devices by the Field Engineer in accordance with this Section when the Building Official determines that the drainage devices are necessary for the protection of the structures in accordance with Section 110.

(Ord. 2019-0056 § 84, 2019.)

J105.3 Field engineer.

The Field Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, oversee and coordinate all field surveys, set grade stakes, and provide site inspections during grading operations to ensure the site is graded in accordance with the approved grading plan and the

appropriate requirements of this Code. During site grading, and at the completion of both rough grading and final grading, the Field Engineer shall submit statements and reports as required by Sections J105.11 and J105.12. If revised grading plans are required during the course of the work, they shall be prepared by a Civil Engineer and approved by the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.4 Geotechnical engineer.

The Geotechnical Engineer shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The Geotechnical Engineer shall provide sufficient observation during the preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this Appendix. If conditions differing from the approved geotechnical engineering and engineering geology reports are encountered during grading, the Geotechnical Engineer shall provide revised recommendations to the permittee, the Building Official, and the Field Engineer.

(Ord. 2019-0056 § 84, 2019.)

J105.5 Engineering geologist.

The Engineering Geologist shall provide professional inspection of those parts of the grading project within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. If conditions differing from the approved engineering geology report are encountered, the Engineering Geologist shall provide revised recommendations to the Geotechnical Engineer.

(Ord. 2019-0056 § 84, 2019.)

J105.6 Permittee.

The permittee shall be responsible for ensuring that the grading is performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code. The permittee shall engage project consultants, if required under the provisions of this Code, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the project consultants, the contractor, and the Building Official. In the event of changed conditions, the permittee shall be responsible for informing the Building Official of such change and shall provide revised plans for approval.

(Ord. 2019-0056 § 84, 2019.)

J105.7 Required inspections.

The permittee shall call for an inspection by the Building Official at the following various stages of work and shall obtain the approval of the Building Official prior to proceeding to the next stage of work:

Pre-grade. Before any construction or grading activities occur at the site. Permittee shall schedule a pre-grade inspection with the Building Official. The permittee shall ensure that all project consultants are present at the pre-grade inspection.

Initial grade. When the site has been cleared of vegetation and unapproved fill, and has been scarified, benched, or otherwise prepared for fill. No fill shall have been placed prior to this inspection.

Rough grade. When approximate final elevations have been established, drainage terraces, swales, and other drainage devices necessary for the protection of the building sites from flooding have been installed, berms have been installed at the top of the slopes, and the statements required by Section J105.12 have been received.

Final grade. When grading has been completed, all drainage devices necessary to drain the building pad have been installed, slope planting has been established, irrigation systems have been installed, and the as-built plans and required statements and reports have been submitted.

(Ord. 2019-0056 § 84, 2019.)

J105.8 Notification of noncompliance.

If, in the course of fulfilling their respective duties under this Appendix, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist determines that the work is not being done in conformance with this Appendix or the approved grading plans, the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist shall immediately report, in writing, the discrepancies and the recommended corrective measures to the permittee and to the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.9 Transfer of responsibility.

If the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading plans required pursuant to Section J104.2.2 or J104.2.3 have been approved by the Building Official, the permittee shall immediately provide written notice of such change to the Building Official. The Building Official may stop the grading from commencing or continuing until the permittee has identified a replacement and the replacement has agreed in writing to assume responsibility for those parts of the grading project that are within the replacement's area of technical competence.

For mine reclamation backfills, if the Field Engineer, the Geotechnical Engineer, or the Engineering Geologist of record is changed at any time after the grading has commenced, the Permittee shall stop grading and notify the Building Official in writing within 48 hours. The Permittee shall not commence any grading until a replacement has been approved by the Building Official and the replacement has agreed in writing to assume responsibility,

(Ord. 2019-0056 § 84, 2019.)

J105.10 Non-inspected grading.

No person shall own, use, occupy, or maintain any non-inspected grading. For the purposes of this Code, non-inspected grading shall be defined as any grading for which a grading permit was first obtained, pursuant to Section J103, above, but which has progressed beyond any point requiring inspection and approval by the Building Official without such inspection and approval having been obtained.

(Ord. 2019-0056 § 84, 2019.)

J105.11 Routine field inspections and reports.

Unless otherwise directed by the Building Official, the Field Engineer for all engineered grading projects shall prepare routine inspection reports and shall file these reports with the Building Official as follows:

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1. Bi-weekly during all times when grading of 400 cubic yards or more per week is occurring on the site;
 2. Monthly, at all other times; and
 3. At any time when requested in writing by the Building Official.

Such reports shall certify to the Building Official that the Field Engineer has inspected the grading site and related activities and has found them in compliance with the approved grading plans and specifications, this Code, all grading permit conditions, and all other applicable ordinances and requirements. The reports shall conform to a standard "Report of Grading Activities" form, which shall be provided by the Building Official.

(Ord. 2019-0056 § 84, 2019.)

J105.11.1 Above-Water Inert Debris Fills and Underwater Fills.

Unless otherwise directed by the Building Official, reports for above-water inert debris fills and for underwater fills shall be in accordance with the Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California, or the Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California, respectively.

J105.12 Completion of work.

Upon completion of the rough grading work and at the final completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is otherwise required by the Building Official:

1. An "as-built" grading plan prepared by the Field Engineer retained to provide such services in accordance with Section J105.3 showing all plan revisions as approved by the Building Official. This shall include original ground surface elevations, as-built ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and the outlets of subsurface drains. As-built locations, elevations, and details of subsurface drains shall be shown as reported by the Geotechnical Engineer.

The as-built grading plan shall be accompanied by a certification by the Field Engineer that to the best of his or her knowledge, the work within the Field Engineer's area of responsibility was done in accordance with the final approved grading plan.

2. A report prepared by the Geotechnical Engineer retained to provide such services in accordance with Section J105.4, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the approved geotechnical engineering investigation report. The report shall include a certification by the Geotechnical Engineer that, to the best of his or her knowledge, the work within the Geotechnical Engineer's area of responsibility is in accordance with the approved geotechnical engineering report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage.
3. A report prepared by the Engineering Geologist retained to provide such services in accordance with Section J105.5, including a final description of the geology of the site and any new information disclosed during the grading and the effect of such new information, if any, on the recommendations incorporated in the approved grading plan. The report shall contain a certification by the Engineering Geologist that, to the best of his or her knowledge, the work within the Engineering Geologist's area of responsibility is in accordance with the approved engineering geology report and applicable provisions of this Appendix. The report shall contain a finding regarding the safety of the completed grading and any proposed structures against hazard from landslide, settlement, or slippage. The report shall contain a final as-built geologic map and cross-sections depicting all the information collected prior to and during grading.

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4. The grading contractor shall certify, on a form prescribed by the Building Official, that the grading conforms to said as-built plan and the approved specifications.
 5. When a landscape permit is required by Section 490.1 of the California Department of Water Resources Model Water Efficient Landscape Ordinance, the Landscape Architect shall certify on a form prescribed by the Building Official that the landscaping conforms to approved landscape plans and specifications.

(Ord. 2019-0056 § 84, 2019.)

J105.13 Notification of completion.

The permittee shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, and all erosion-control measures, have been completed in accordance with the final approved grading plan, and all required reports have been submitted and approved.

Upon completion of the requirements of Section J105.12 and J105.13 to the satisfaction of the Building Official, all fills placed during the permitted grading are considered to be certified.

(Ord. 2019-0056 § 84, 2019.)

J105.14 Change of ownership.

Unless otherwise required by the Building Official, when a grading permit has been issued on a site and the owner sells the property prior to final grading approval, the new property owner shall be required to obtain a new grading permit.

(Ord. 2019-0056 § 84, 2019.)

SECTION J106 EXCAVATIONS

J106.1 Maximum cut slope.

The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be not more than one unit vertical in two units horizontal (50 percent slope) unless the owner or the owner's authorized agent furnishes a geotechnical or an engineering geology report, or both, justifying a steeper slope. The reports must contain a statement by the Geotechnical Engineer or Engineering Geologist that the site was investigated and an opinion that a steeper slope will be stable and will not create a hazard to public or private property, in conformance with the requirements of Section 111. The Building Official may require the slope of the cut surfaces to be flatter in slope than 2 units horizontal to 1 unit vertical if the Building Official finds it necessary for the stability and safety of the slope.

Exception: A cut surface shall be permitted to be at a slope of 1.5 units horizontal to one unit vertical (67 percent slope) provided that all of the following are met:

1. It is not intended to support structures or surcharges.
2. It is adequately protected against erosion.
3. It is no more than 8 feet (2438 mm) in height.
4. It is approved by the Building Official.
5. Ground water is not encountered.

(Ord. 2019-0056 § 85, 2019.)

SECTION J107 FILLS

J107.1 General.

Unless otherwise recommended in the geotechnical report, fills shall comply with the provisions of this Section.

Exception:

1. The Building Official may permit a deviation from the provisions of this Appendix for minor fills not intended to support structures, where no geotechnical report has been prepared.

2. Above-water inert debris engineered fills and underwater engineered fills are exempt from the provisions of Section J107 and shall be placed as described in the *Guidelines for Above-Water Backfilling of Open-Pit Mines, Irwindale, California*, or the *Guidelines for Underwater Backfilling of Open-Pit Mines, Irwindale, California*, respectively.

(Ord. 2019-0056 § 86, 2019.)

J107.2 Surface Preparation.

Fill slopes shall not be constructed on natural slopes steeper than 2 units horizontal to 1 unit vertical (50 percent slope). The ground surface shall be prepared to receive fill by removing vegetation, topsoil, and other unsuitable materials (including any existing fill that does not meet the requirements of this Appendix), and scarifying the ground to provide a bond with the fill material.

Subdrains shall be provided under all fills placed in natural drainage courses and in other locations where seepage is evident, except where the Geotechnical Engineer or Engineering Geologist recommends otherwise. Such sub-drainage systems shall be of a material and design approved by the Geotechnical Engineer and acceptable to the Building Official. The Geotechnical Engineer shall provide continuous inspection during the process of subdrain installations. The location of the subdrains shall be shown on a plan prepared by the Geotechnical Engineer. Excavations for the subdrains shall be inspected by the Engineering Geologist when such subdrains are included in the recommendations of the Engineering Geologist.

(Ord. 2019-0056 § 86, 2019.)

J107.3 Benching.

Where existing grade is at a slope steeper than one unit vertical in five units horizontal (20 percent slope) and the depth of the fill exceeds 5 feet (1524 mm), benching shall be provided into sound bedrock or other competent material as determined by the Geotechnical Engineer in accordance with Figure J107.3, or as determined by the Geotechnical Engineer. When fill is to be placed over a cut, a key shall be provided that is not less than 10 feet (3048 mm) in width and 2 feet (610 mm) in depth. The area beyond the toe of fill shall be sloped for sheet overflow or a paved drain shall be constructed thereon. The Geotechnical Engineer or Engineering Geologist, or both, shall inspect and approve the cut as being suitable for the foundation and placement of fill material before any fill material is placed on the excavation.

(Ord. 2019-0056 § 86, 2019.)

J107.4 Fill material.

Fill material shall not include organic, frozen, or other deleterious materials. Rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall not be included in fills.

Exception: The Building Official may permit placement of larger rock when the Geotechnical Engineer properly devises and recommends a method of placement, and continuously inspects the placement and approves the fill stability. The following requirements shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal areas shall be delineated on the grading plan.
2. Rock sizes greater than 12 inches (0.3 m) in maximum dimension shall be 10 feet (3.0 m) or more below grade, measured vertically.
3. Rocks shall be placed so as to assure filling of all voids with well-graded soil.
4. The reports submitted by the Geotechnical Engineer shall acknowledge the placement of the oversized material and whether the work was performed in accordance with the engineer's recommendations and the approved plans.
5. The location of oversized rock dispersal areas shall be shown on the as-built plan.

(Ord. 2019-0056 § 86, 2019.)

J107.5 Compaction.

All fill material shall be compacted to a minimum of 90 percent of maximum density as determined by ASTM D1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth within 40 feet (12.2 m) below finished grade and 93 percent of maximum dry density deeper than 40 feet (12.2 m) below finished grade, unless a lower relative compaction (not less than 90 percent of maximum dry density) is justified by the Geotechnical Engineer and approved by the Building Official. Where ASTM D1557, Modified Proctor, is not applicable, a test acceptable to the Building Official shall be used.

Field density shall be determined by a method acceptable to the Building Official. However, not less than ten percent of the required density tests, uniformly distributed, shall be obtained by the Sand Cone Method.

Fill slopes steeper than 2 units horizontal to 1 unit vertical (50-percent slope) shall be constructed by the placement of soil a sufficient distance beyond the proposed finish slope to allow compaction equipment to operate at the outer surface limits of the final slope surface. The excess fill is to be removed prior to completion or rough grading. Other construction procedures may be utilized when it is first shown to the satisfaction of the Building Official that the angle of slope, construction method, and other factors will comply with the intent of this Section.

(Ord. 2019-0056 § 86, 2019.)

J107.6 Maximum slope.

The slope of fill surfaces shall be not steeper than is safe for the intended use. Fill slopes steeper than one unit vertical in two units horizontal (50-percent slope) shall be justified by geotechnical reports conforming to the requirements of Section 111, containing a statement by the Geotechnical Engineer that the site has been investigated and an opinion that a steeper fill slope will be stable and will not create a hazard to public or private property. Substantiating calculations and supporting data may be required where the Building Official determines that such information is necessary to verify the stability and safety of the proposed slope. The Building Official may

require the fill slope to be constructed with a face flatter in slope than 2 units horizontal to 1 unit vertical (50-percent slope) if the Building Official finds it necessary for stability and safety of the slope.

(Ord. 2019-0056 § 86, 2019.)

J107.7 Slopes to receive fill.

Where fill is to be placed above the top of an existing slope steeper than 3 units horizontal to 1 unit vertical (33-percent slope), the toe of the fill shall be set back from the top edge of the existing slope a minimum distance of 6 feet (1.8 m) measured horizontally or such other distance as may be specifically recommended by a Geotechnical Engineer or Engineering Geologist and approved by the Building Official.

(Ord. 2019-0056 § 86, 2019.)

J107.8 Inspection of fill.

For engineered grading, the Geotechnical Engineer shall provide sufficient inspections during the preparation of the natural ground and the placement and compaction of the fill to ensure that the work is performed in accordance with the conditions of plan approval and the appropriate requirements of this Appendix. In addition to the above, the Geotechnical Engineer shall provide continuous inspection during the entire fill placement and compaction of fills that will exceed a vertical height or depth of 30 feet (9.1 m) or result in a slope surface steeper than 2 units horizontal to 1 unit vertical (50-percent slope).

(Ord. 2019-0056 § 86, 2019.)

J107.9 Testing of fills.

Sufficient tests of the fill soils shall be made to determine the density and to verify compliance of the soil properties with the design requirements. This includes soil types and shear strengths in accordance with Section J111 Referenced Standards.

(Ord. 2019-0056 § 86, 2019.)

SECTION J108 SETBACKS

J108.1 General.

Cut and fill slopes shall be set back from the property lines in accordance with this Section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure J108.1, unless substantiating data is submitted justifying reduced setbacks and reduced setbacks are recommended in a geotechnical engineering and engineering geology report approved by the Building Official.

(Ord. 2019-0056 § 87, 2019.)

J108.2 Top of slope.

The setback at the top of a cut slope shall be not less than that shown in Figure J108.1, or than is required to accommodate any required interceptor drains, whichever is greater. For graded slopes, the property line between

adjacent lots shall be at the apex of the berm at the top of the slope. Property lines between adjacent lots shall not be located on a graded slope steeper than 5 units horizontal to 1 unit vertical (20- percent slope).

(Ord. 2019-0056 § 87, 2019.)

J108.3 Toe of fill slope protection.

The setback from the toe of a fill slope shall not be less than that shown by Figure J108.1. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the Building Official, shall be included. Examples of such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

(Ord. 2019-0056 § 87, 2019.)

J108.4 Alternate setbacks.

The Building Official may approve alternate setbacks if he or she determines that no hazard to life or property will be created or increased. The Building Official may require an investigation and recommendation by a qualified engineer or Engineering Geologist to justify any proposed alternate setback.

(Ord. 2019-0056 § 87, 2019.)

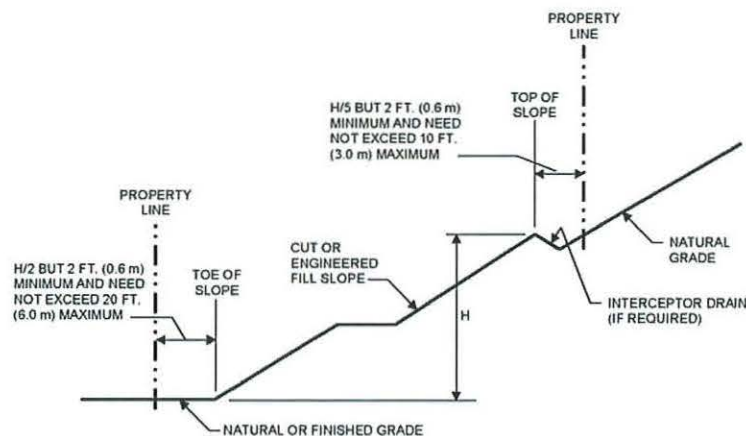


FIGURE J108.1
SETBACK DIMENSIONS

(Ord. 2019-0056 § 88, 2019.)

SECTION J109 DRAINAGE AND TERRACING

J109.1 General.

Unless otherwise recommended by a licensed Civil Engineer and approved by the Building Official, drainage facilities and terracing shall be provided in accordance with the requirements of Section J109.2 for all cut and fill slopes 3 units horizontal to 1 unit vertical (33-percent slope) and steeper.

For slopes flatter than 3 units horizontal to 1 unit vertical (33-percent slope) and steeper than 5 units horizontal to 1 unit vertical (20-percent slope), a paved swale or ditch shall be installed at 30 foot (9.1 m) vertical intervals to control surface drainage and debris. Swales shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Swales must be paved with reinforced concrete not less than 3 inches (0.08 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an equivalent approved by the Building Official. Swales must have a minimum flow line depth of 1 foot (0.3 m) and a minimum paved width of 18 inches (0.5 m). Swales shall have a minimum gradient of not less than 5 percent. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade.

Exception: Mine sites covered by a conditional use permit and reclamation plan shall use drainage and terracing that conforms to the *Guidelines for Drainage and Erosion Control for Open-Pit Mines, Irwindale, California* in lieu of the requirements outlined in Section J109.

(Ord. 2019-0056 § 89, 2019.)

J109.2 Drainage terraces.

Drainage terraces not less than 8 feet (2.4 m) in width shall be established at not more than 30-foot (9144 mm) vertical intervals on all cut or fill slopes to control surface drainage and debris. When only one terrace is required, it shall be at mid-height. For cut or fill slopes greater than 100 feet (30.5 m) and up to 120 feet (36.6 m) in vertical height, one terrace at approximately mid-height shall be 20 feet (6.1 m) in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet (36.6 m) in height shall be designed by the Civil Engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.

Drainage swales on terraces shall have a longitudinal grade of not less than 5 percent nor more than 12 percent and a minimum depth of 1 foot (0.3 m) at the flow line. There shall be no reduction in grade along the direction of flow unless the velocity of flow is such that slope debris will remain in suspension on the reduced grade. Drainage swales must be paved with reinforced concrete not less than 3 inches (0.8 m) in thickness, reinforced with 6-inch (0.2 m) by 6-inch (0.2 m) No. 10 by No. 10 welded wire fabric or equivalent reinforcing centered in the concrete slab or an approved equal paving. Drainage swales shall have a minimum depth at the deepest point of 1 foot (0.3 m) and a minimum paved width of 5 feet (1.5 m). Drainage swales on terraces shall be sized based on contributory area and have adequate capacity to convey intercepted waters to the point of disposal as defined in Section J109.5. Downdrains or drainage outlets shall be provided at approximately 300 foot (91.4 m) intervals along the drainage terrace or at equivalent locations. Down drains and drainage outlets shall be of approved materials and of adequate capacity to convey the intercepted waters to the point of disposal as defined in Section J109.5.

(Ord. 2019-0056 § 89, 2019.)

J109.3 Interceptor drains and overflow protection.

Berms, interceptor drains, swales, or other devices shall be installed along the top of cut slopes to prevent surface waters from overflowing onto and damaging the face of a slope. Berms used for slope protection shall not be less

than 12 inches (0.3 m) above the level of the pad and shall slope back at least 4 feet (1.2 m) from the top of the slope.

Interceptor drains shall be installed along the top of graded slopes greater than 5 feet in height receiving drainage from a slope with a tributary width greater than 30 feet (9.1 m), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the Building Official, but shall be not less than one unit vertical in 50 units horizontal (2-percent slope). The drain shall be paved with concrete not less than 3 inches (76mm) in thickness, or by other materials suitable to the application, and reinforced as required for drainage terraces. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the Building Official.

(Ord. 2019-0056 § 89, 2019.)

J109.4 Drainage Across Property Lines.

Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.

(Ord. 2019-0056 § 89, 2019.)

J109.5 Disposal.

All drainage facilities shall be designed to convey waters to the nearest- practicable street, storm drain, or natural watercourse or drainage way approved by the Building Official or other appropriate governmental agency, provided that the discharge of such waters at that location will not create or increase a hazard to life or property. Erosion of the ground in the area of discharge shall be prevented by installation of non-erosive down drains or other devices. Desilting basins, filter barriers, or other methods, as approved by the Building Official, shall be utilized to remove sediments from surface waters before such waters are allowed to enter streets, storm drains, or natural watercourses. If the drainage device discharges onto natural ground, riprap or a similar energy dissipator may be required.

Building pads shall have a minimum drainage gradient of 2 percent toward an approved drainage facility or a public street unless otherwise directed by the Building Official. A lesser slope may be approved by the Building Official for sites graded in relatively flat terrain, or where special drainage provisions are made, when the Building Official finds such modification will not result in a hazard to life or property.

(Ord. 2019-0056 § 89, 2019.)

SECTION J110 SLOPE PLANTING AND EROSION CONTROL

J110.1 General.

The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall consist of effective planting, erosion control blankets, soil stabilizers, or other means as approved by the Building Official.

Exception:

1. Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials, as approved by the Project Consultants to the satisfaction of the Building Official.

2. Mine sites covered by a conditional use permit and reclamation plan shall use the slope planting and erosion control measures that conforms to the *Guidelines for Drainage and Erosion Control for Open-Pit Mines, Irwindale, California* in lieu of the requirements outlined in Section J110.

Erosion control for the slopes shall be installed as soon as practicable and prior to calling for final inspection.

(Ord. 2019-0056 § 90, 2019.)

J110.2 Other Devices.

Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

(Ord. 2019-0056 § 90, 2019.)

J110.3 Planting.

The surface of all cut slopes more than 5 feet (1.5 m) in height and fill slopes more than 3 feet (0.9 m) in height shall be protected against damage from erosion by planting with grass or ground cover plants. Slopes exceeding 15 feet (4.6 m) in vertical height shall also be planted with shrubs, spaced at not to exceed 10 feet (3 m) on center, or trees, spaced at not to exceed 20 feet (6.1 m) on center; or a combination of shrubs and trees at an equivalent spacing, in addition to the grass or ground cover plants. The plants selected and planting methods used shall be suitable for the soil and climatic conditions of the site.

Plant material shall be selected that will produce a coverage of permanent planting to effectively control erosion. Consideration shall be given to deep-rooted plant material needing limited watering, maintenance, high root to shoot ratio, wind susceptibility, and fire-retardant characteristics. All plant materials must be approved by the Building Official.

Planting may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, irrigation requirements, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative planting will provide a permanent and effective method of erosion control. Modifications to planting must be approved by the Building Official prior to installation.

(Ord. 2019-0056 § 90, 2019.)

J110.4 Irrigation.

Slopes required to be planted by Section J110.3 shall be provided with an approved system of irrigation that is designed to cover all portions of the slope. Irrigation system plans shall be submitted to and approved by the Building Official prior to installation. A functional test of the system may be required.

For slopes less than 20 feet (6.1 m) in vertical height, hose bibs to permit hand watering will be acceptable if such hose bibs are installed at conveniently accessible locations where a hose no longer than 50 feet (15.2 m) is necessary for irrigation.

Irrigation requirements may be modified for the site if specific recommendations are provided by both the Geotechnical Engineer and a Landscape Architect. Specific recommendations must consider soils and climatic conditions, plant types, planting methods, fire-retardant characteristics, water efficiency, maintenance needs, and other regulatory requirements. Recommendations must include a finding that the alternative irrigation method will sustain the proposed planting and provide a permanent and effective method of erosion control. Modifications for irrigation systems must be approved by the Building Official prior to installation.

(Ord. 2019-0056 § 90, 2019.)

J110.5 Plans and specifications.

Planting and irrigation plans shall be submitted for slopes that are required to be planted and irrigated pursuant to Sections J110.3 and J110.4. Except as otherwise required by the Building Official for minor grading, the plans for slopes 20 feet (6.1 m) or more in vertical height shall be prepared and signed by a Civil Engineer or Landscape Architect. If requested by the Building Official, planting and irrigation details shall be included on the grading plan.

(Ord. 2019-0056 § 90, 2019.)

J110.6 Rodent control.

Fill slopes shall be protected from potential slope damage by a preventative program of rodent control.

(Ord. 2019-0056 § 90, 2019.)

J110.7 Release of security.

The planting and irrigation systems required by this Section shall be installed as soon as practical after rough grading. Prior to final approval of grading and before the release of the grading security, the planting shall be well established and growing on the slopes and there shall be evidence of an effective rodent control program.

(Ord. 2019-0056 § 90, 2019.)

J110.8 National Pollutant Discharge Elimination System (NPDES) compliance.

J110.8.1 General.

All grading plans and permits and the owner of any property on which such grading is performed shall comply with the provisions of this Section for NPDES compliance.

All best management practices shall be installed before grading begins or as instructed in writing by the Building Official for unpermitted grading as defined by Section J103.3. As grading progresses, all best management practices shall be updated as necessary to prevent erosion and to control construction-related pollutants from discharging from the site. All best management practices shall be maintained in good working order to the satisfaction of the Building Official until final grading approval has been granted by the Building Official and all permanent drainage and erosion control systems, if required, are in place. Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.2 Storm Water Pollution Prevention Plan (SWPPP).

The Building Official may require a SWPPP. The SWPPP shall contain details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants that originate from the site as a result of construction-related activities.

When the Building Official requires a SWPPP, no grading permit shall be issued until the SWPPP has been submitted to and approved by the Building Official.

For unpermitted grading as defined by Section J103.3 upon written request, a SWPPP in compliance with the provisions of this Section and Section 106.4.3 for NPDES compliance shall be submitted to the Building Official. Failure to comply with this Section is subject to "Noncompliance Penalties" per Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.3 Erosion and Sediment Control Plans (ESCP).

Where a grading permit is issued and the Building Official determines that the grading will not be completed prior to November 1, the owner of the site on which the grading is being performed shall, on or before October 1, file or cause to be filed with the Building Official an ESCP. The ESCP shall include specific best management practices to minimize the transport of sediment and protect public and private property from the effects of erosion, flooding, or the deposition of mud, debris, or construction-related pollutants. The best management practices shown on the ESCP shall be installed on or before October 15. The plans shall be revised annually or as required by the Building Official to reflect the current site conditions.

The ESCP shall be accompanied by an application for plan checking services and plan-checking fees in an amount determined by the Building Official, up to but not exceeding 10 percent of the original grading permit fee.

Failure to comply with this Section is subject to "Noncompliance Penalties" pursuant to Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.4 Storm Water Pollution Prevention Plan (SWPPP), effect of noncompliance.

Should the owner fail to submit the SWPPP or the ESCP as required by Section J110.8, or fail to install the best management practices, it shall be deemed that a default has occurred under the conditions of the grading permit security. The Building Official may thereafter enter the property for the purpose of installing, by County forces or by other means, the drainage, erosion control, and other devices shown on the approved plans, or if there are no approved plans, as the Building Official may deem necessary to protect adjoining property from the effects of erosion, flooding, or the deposition of mud, debris, or constructed-related pollutants.

The Building Official shall also have the authority to impose and collect the penalties imposed by Section J110.8.5. Payment of a penalty shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work.

(Ord. 2019-0056 § 90, 2019.)

J110.8.5 Noncompliance penalties.

The amount of the penalties shall be as follows:

1. If a SWPPP or an ESCP is not submitted as prescribed in Sections J110.8.2 and J110.8.3:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m ³)	\$50.00 per day

10,001-100,000 cubic yards (7646.3-76455 m ³)	\$250.00 per day
More than 100,000 cubic yards (76455 m ³)	\$500.00 per day

2. If the best management practices for storm water pollution prevention and wet weather erosion control, as approved by the Building Official, are not installed as prescribed in this Section J110.8:

Grading Permit Volume	Penalty
1-10,000 cubic yards (1-7645.5 m ³)	\$100.00 per day
10,001-100,000 cubic yards (7646.3-76455 m ³)	\$250.00 per day
More than 100,000 cubic yards (76455 m ³)	\$500.00 per day

NOTE: See Section 108 for inspection request requirements.

(Ord. 2019-0056 § 90, 2019.)

SECTION J111 REFERENCED STANDARDS

These regulations establish minimum standards and are not intended to prevent the use of alternate materials, methods, or means of conforming to such standards, provided such alternate has been approved by the Building Official.

The Building Official shall approve such an alternate provided they determine that the alternate is, for the purpose intended, at least the equivalent of that prescribed in this Code in quality, strength, effectiveness, durability, and safety.

The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claims regarding the alternate.

The standards listed below are recognized standards. Compliance with these recognized standards shall be prima facie evidence of compliance with the standards set forth in Sections J104 and J107.

ASTM D 1557 - Latest Revision	Laboratory Characteristics Compaction of Soil Using Modified Effort	J107.5
ASTM D 1556 - Latest Revision	Density and Unit Weight of Soils In Place by the Sand Cone Method	J104.2.3, J104.3 and J107.9
ASTM D 2167 - Latest Revision	Density and Unit Weight of Soils In Place by the Rubber Balloon Method	J104.2.3, J104.3 and J107.9
ASTM D 2937 - Latest Revision	Density of Soils in Place by the Drive Cylinder Method	J104.2.3, J104.3 and J107.9
ASTM D 2922 - Latest Revision	Density of Soil and Soil Aggregate In Place by Nuclear Methods	J104.2.3, J104.3 and J107.9
ASTM D 3017 - Latest Revision	Water Content of Soil and Rock in Place by Nuclear Methods	J104.2.3, J104.3 and J107.9

[Guidelines for Above-Water Backfilling of Open Pit Mines, Irwindale, California, Irwindale Drainage and Erosion Control Committee, November 23, 2005](#)

[Guidelines for Drainage and Erosion Control for Open Pit Mines, Irwindale, California, Irwindale Drainage and](#)

Erosion Control Committee, July 6, 2004

Guidelines for Underwater Backfilling of Open Pit Mines, Irwindale, California, Irwindale Drainage and Erosion Control Committee, May 20, 2005

Guidelines for Stability Analyses of Open-Pit Mine Slopes, Irwindale, California, Irwindale Slope Stability Committee, December 24, 2003

Irwindale Mining Bulletin No.1, Settlement of Mine Backfills, November 22, 2022

(Ord. 2019-0056 § 91, 2019.)

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

City of
IRWINDALE
AGENDA REPORT

CC Item 9

Date: April 26, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Consideration to extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products Pit No. 2 until August 31, 2023.

City Manager's Recommendation:

That the City Council consider allowing United Rock Products, Inc. (United) to continue the current hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until August 31, 2023. The current hours of operation are:

Monday to Friday 7 a.m. to 3 p.m.
Saturday 7 a.m. to 5 p.m. (Only the 2nd and 4th Saturday of each month)

Administrative Action:

Submitted by:

William Tam
Interim Director of Engineering/City Engineer

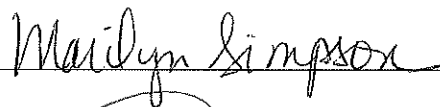
Marilyn Simpson
Community Development Director

Prepared by:

Francisco Carrillo
Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

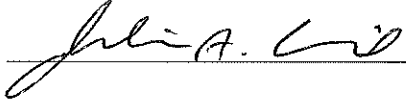


Electronically approved
by City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On December 14, 2022, the City Council approved the request from United Rock Products, Inc. (United) to extend the hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until March 31, 2023, and to re-evaluate United's request before granting another extension period provided United continues to make progress on the installation of the traffic signal at the Olive Pit entrance on Los Angeles Street.

Currently, United's operating hours for transportation of excavated aggregates from the Olive Pit to URP-2 are:

Monday to Friday 7 a.m. to 3 p.m.
Saturday 7 a.m. to 5 p.m. (Only the 2nd and 4th Saturday of each month)

- 1) Since the approval of the extended hours of operation, United continues to make progress on the installation of the traffic signal at the Olive Pit entrance on Los Angeles Street. Based on the submitted construction schedule, the anticipated completion date for this signal is August 31, 2023.
- 2) United also continues its efforts to perform street sweeping at least three (3) times per day and continues its efforts to monitor and manage trucking speed.
- 3) United continues its efforts to obtain the final approval of the traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. In cooperation with its consultants and various agencies, United anticipates the final approval of the design of this project in late 2023.

Based on Staff's assessment, United is meeting the City Council's criteria regarding the traffic signal construction at the Olive Pit entrance on Los Angeles Street. Therefore, Staff recommends allowing United to continue the hours of operation indicated above until August 31, 2023.

Fiscal Impact: None

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

HA Item 13-B

**FEBRUARY 22, 2023
WEDNESDAY
9:08 P.M.**

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

ROLL CALL:

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

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

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Burrola, seconded by Vice Chair Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Board Member Breceda abstaining on Item No. 1C.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved:

- 1) Special joint meeting held January 25, 2023
- 2) Regular meeting held January 25, 2023

**ITEM NO. 1B
SB 341 ANNUAL
REPORT FOR FY
2021-2022**

SB 341 ANNUAL REPORT FOR FISCAL YEAR (FY) 2021-2022

The SB 341 Annual Report for FY 2021-2022 was received and filed, and directed that said report be filed with the City of Irwindale City Clerk's Office and the Department of Housing and Community Development.

**ITEM NO. 1C
LAS CASITAS
RANKING**

LAS CASITAS RANKING

The Las Casitas eligibility list was received and filed; Councilmember Breceda abstaining.

NEW BUSINESS

ITEM NO. 2A
MID-YEAR FINANCIAL
REVIEW AND
ADJUSTMENTS TO
THE FY 22-23 BUDGET

MID-YEAR FINANCIAL REVIEW AND ADJUSTMENTS TO THE FY
2022-2023 BUDGET (Joint with City Council and Reclamation
Authority)

DIRECTOR BORHANI

Director Borhani presented the staff report.

BOARD MEMBER
BURROLA

In response to a question by Board Member Burrola, Director Borhani advised that staff will do its very best to expend the funds donated by the Irwindale Community Foundation within the time frame specified, and that if this is not possible, staff would seek permission to roll the unused amounts forward.

Board Member Burrola asked several questions regarding the funding being requested for tree maintenance, to which Director Rodriguez stressed the need to approve the requested amount since untrimmed trees can cause liability issues for the city. She noted that the funding would cover tree trimming as well as the services of arborists that check trees' health and make recommendations to keep them healthy. She added that the contractor moves quickly to remove diseased trees and plant new ones.

Board Member Burrola suggested that the Board only approve the amount requested from the Mining Fund, and deny the amount requested from the General Fund.

EXECUTIVE DIRECTOR
MIRANDA

Responding to a question by Executive Director Miranda, Director Rodriguez indicated that the contractor will finalize tree inspections, trim trees, remove dead and diseased trees, and plant trees citywide within the next couple of months. She added that staff will work with whichever amount of funding that the Board authorizes.

VICE CHAIR AMBRIZ
AMBRIZ

Vice Chair Ambriz stated that the amount requested by staff for tree maintenance is conservative and supported the expense, noting that proper tree maintenance is necessary to reduce potential liabilities.

BOARD MEMBER
BRECEDA

Board Member Breceda concurred with Vice Chair Ambriz and suggested that the full amount requested by staff be approved.

CHAIR ORTIZ

In reply to a question by Chair Ortiz, Director Borhani indicated that staff would work with the amounts approved by the Council. Chair Ortiz agreed with Board Member Burrola to utilize only funding from the Mining Fund for now until it is time to adopt the full budget.

EXECUTIVE DIRECTOR MIRANDA Executive Director Miranda agreed with staff's recommendation as shown in the staff report.

MOTION A motion was made by Board Member Breceda, seconded by Vice Chair Ambriz, to adopt joint **Resolution No. 2023-16-3394, HA 2023-03-134, and RA 2023-01-036**, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, THE IRWINDALE HOUSING AUTHORITY BOARD, AND THE RECLAMATION AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2022-2023."

SUBSTITUTE MOTION A substitute motion was made by Board Member Burrola, seconded by Chair Ortiz, to approve only the amounts requested to be funded by the Mining Fund. At roll call, the motion failed, with Board Member Burrola and Chair Ortiz voting in support; Board Members Breceda, Garcia, and Vice Chair Ambriz opposed.

ORIGINAL MOTION A roll call vote was conducted for Board Member Breceda's original motion. The motion was approved with Board Members Breceda, Garcia, Vice Chair Ambriz, and Chair Ortiz voting in support; Board Member Burrola opposed.

PUBLIC HEARINGS None.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 9:09 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

HA Item 13-C

**MARCH 8, 2023
WEDNESDAY
10:03 P.M.**

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

ROLL CALL:

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

Absent: Board Member Manuel R. Garcia

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Chair Ortiz, to approve the Consent Calendar, with the exception of Item No. A2, which was continued to a future meeting. The motion was unanimously approved; Board Member Garcia absent.

**ITEM NO. A1
MINUTES**

MINUTES

The following minutes were approved:

1) Regular meeting held February 8, 2023

**ITEM NO. A2
FOURTH AMENDMENT
TO THE IRWINDALE
FEE AGREEMENT FOR
CITY ATTORNEY**

**FOURTH AMENDMENT TO THE IRWINDALE FEE AGREEMENT
FOR CITY ATTORNEY SERVICES WITH ALESHIRE & WYNDER,
LLP**

This matter was continued to a future meeting.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 10:03 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

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

City of
IRWINDALE
AGENDA REPORT

Date: April 26, 2023

To: Honorable Chair and Members of the Housing Authority

From: Julian A. Miranda, Executive Director

Issues: Approving and Authorizing Use of the 10-Acre Site, Assessor's Parcel Number 8417-34-912, for the City of Irwindale's July 4, 2023 Fireworks Display Spectacular Event

Executive Director's Recommendation:

That the Housing Authority Board adopt **Resolution No. HA 2023-04-135, entitled "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2023, FIREWORKS DISPLAY SPECTACULAR EVENT"** by title only, with further reading waved.

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director

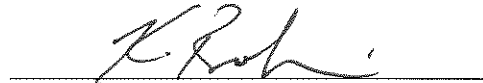


Reviewed by:

Adrian R. Guerra, Authority Counsel

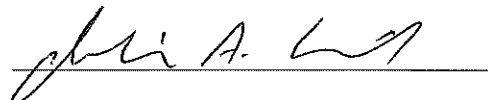
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, Executive Director



BACKGROUND AND ANALYSIS:

For almost 20 years, the City of Irwindale has had its annual 4th of July Fireworks Display Show in different sections of the former Manning Pit site with the last few years on Assessor's Parcel Number 8417-34-912, known as the Housing Authority owned 10-acre

site on Allen Drive (10-Acre Site). The continuation of this show on the 10-acre property requires approval from the Housing Authority Board to use the 10-Acre Site.

It is in the best interest of the community to allow for the use of the 10- Acre Site because the City of Irwindale's 4th of July events allow residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular Fireworks Show has been a part of the City of Irwindale's annual celebration for more than two decades.

It is therefore recommended that the Board of Directors adopt Resolution No. HA 2023-04-135, entitled, "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2023 FIREWORKS DISPLAY SPECTACULAR EVENT."

FISCAL IMPACT:

None.

ATTACHMENT:

Resolution No. HA 2023-04-135

RESOLUTION NO. HA 2023-04-135

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2023 FIREWORKS DISPLAY SPECTACULAR EVENT

WHEREAS, the Irwindale Housing Authority ("Authority") is the fee owner of a 10-acre parcel of property located on Allen Drive, Assessor's Parcel Number 8417-34-912, commonly referred to as the 10-Acre Site; and

WHEREAS, the City of Irwindale has for the last few years held its annual 4th of July Fireworks Display Show on the 10-Acre Site; and

WHEREAS, it is in the best interest of the community to allow for the use of the 10-Acre Site because the City of Irwindale's 4th of July events allow residents and community members the opportunity to safely celebrate 4th of July in the City Parks with their families and friends while ending the night with a Fireworks Display Spectacular. The 4th of July Spectacular Fireworks Show has been a part of the City of Irwindale's annual celebration for more than two decades; and

WHEREAS, the Board of Directors of the Irwindale Housing Authority desires to authorize and approve the use of the 10-Acre Site for the City of Irwindale's July 4, 2023 Fireworks Display Spectacular Event.

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

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

SECTION 2. The Board of Directors of the Irwindale Housing Authority hereby approves and authorizes the City of Irwindale to use the 10-Acre Site, Assessor's Parcel No. 8417-34-912, for the City's July 4, 2023 Fireworks Display Spectacular Event. Such authorization shall include all required procurement of services and necessary use of the 10-Acre Site for the July 4, 2023 event, including taking all actions reasonably necessary to carry out the intent and purpose of this Resolution.

SECTION 3. The Chief 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 26th day of April 2023.

H. Manuel Ortiz, Authority Chair

ATTEST

Laura M. Nieto, MMC
Chief Authority Assistant Secretary

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

I, Laura M. Nieto, Chief Authority Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2023-04-135 was adopted at a regular meeting of the Irwindale Housing Authority held on April 26, 2023, by the following vote:

AYES: Authority Member:

NOES: Authority Member:

ABSENT: Authority Member:

ABSTAIN: Authority Member:

Laura M. Nieto, MMC
Chief Authority Assistant Secretary
Irwindale Housing Authority