

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

SEPTEMBER 27, 2023

SPECIAL MEETING – 5:30 P.M.

REGULAR MEETING - 6:30 P.M.

IRWINDALE CITY COUNCIL CHAMBER

H. MANUEL ORTIZ
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

MARK A. BRECEDA
COUNCILMEMBER

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

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

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.

RECESS TO CLOSED SESSION

1. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8
 - A) Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Marilyn Simpson, Community Development Director
Negotiating parties: Rudolfo A. Dominguez Trustee
Under negotiation: Price and terms of payment
 - B) Property: 14905 Los Angeles Street, Irwindale CA
Agency negotiator: Julian Miranda, City Manager
Negotiating parties: Marianna Diaz
Under negotiation: Price and terms of payment
Note: This is a Housing Authority Item
 - C) Property: 5239 Morada Street (APN 8619-012-910)
Agency Negotiator: Julian A. Miranda, Executive Director
Negotiating Parties: TBD
Under Negotiation: Price and terms
Note: This is a Housing Authority Item. Housing Authority is considering disposition of a portion of the identified property for purposes of an easement.
 - D) *Property: Olive Pit (APN 8415-001-906, 908)*
Agency negotiator: Julian A. Miranda, City Manager and Eddie Chan, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms

2. Conference with Legal Counsel – Existing Litigation

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

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

Case Number: 22STCV01394

**RECONVENE IN OPEN SESSION
REPORT FROM CLOSED SESSION
ADJOURNMENT**

Agenda amended on Tuesday, September 26, 2023 at 2:15 p.m. to add closed session item 1D

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

AB 2449 DISCLOSURES

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

CHANGES TO THE AGENDA

COUNCIL MEMBER TRAVEL REPORTS

COUNCILMEMBER COMMENTS

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

Introduction of Dispatcher / Clerk Jacqueline Hernandez

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CHP 10851 Pin to Irwindale Police Officer Luis Amesola

Irwindale Chamber of Commerce Business of the Month – Absolute International Security

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 September 13, 2023

2. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

3. Rejection of Claim: Mireya Guerrero vs. City of Irwindale

Department: Administration

Recommendation: (1) Reject the claim of Mireya Guerrero vs. City of Irwindale; and (2) direct staff to send a letter of rejection.

4. Retroactively Approve a Fee Waiver for Irwindale Chamber of Commerce

Department: Administration

Recommendation: **Adopt Resolution No. 2023-73-3451** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE, A 501 (C)(6) NONPROFIT ORGANIZATION, WAIVING SPECIAL EVENT PERMIT FEES FOR AN E-WASTE RECYCLING EVENT".

5. Consideration of Proposed Personnel Adjustments

Department: Administration / Human Resources

Recommendation: Authorize the proposed personnel adjustments as outlined in this report by **adopting Resolution No. 2023-72-3450** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-66-3444, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES".

6. Request to Approve a Professional Contract Services Agreement with ECORP Consulting, Inc for the preparation of CEQA documents for the construction of a ±105,000 square foot speculative industrial building with associated parking for the property located at 15715 Arrow Highway (APN: 5619-001-059) Continued from the meeting of September 13, 2023

Department: Community Development

Recommendation: Approve the contract with ECORP Consulting, Inc. for the preparation of an Initial Study with a Mitigated Negative Declaration and/or an Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 15715 Arrow Highway, Irwindale, CA 91706.

7. Request to Approve a Project Reimbursement Agreement between the City and RIF III-Irwindale LLC ("Applicant") for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval, including CEQA, City Attorney, and contract planning costs associated with a proposed industrial building to be located at 15715 Arrow Highway (APN: 8619-001-059) Continued from the meeting of September 13, 2023

Department: Community Development

Recommendation: Approve the Project Reimbursement Agreement with RIF III-Irwindale LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office and contract planning services.

8. BSCC Officer Wellness and Mental Health Grant

Department: Police

Recommendation: Receive and file this agenda report, documenting the acceptance of a Board of State and Community Corrections Officer Wellness and Mental Health Grant, approving an agreement with The Counseling Team International (TCTI) for counselling and peer support training services, and authorizing and directing the Chief of Police to enter into such agreement.

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.

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

9. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Regular meeting held September 13, 2023

10. Warrants

Department: Finance

Recommendation: Approve

SPONTANEOUS COMMUNICATIONS

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NEW BUSINESS

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ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

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CONSENT CALENDAR

11. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special Joint Meeting held September 13, 2023

B) Regular meeting held September 13, 2023

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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, Housing and Reclamation Authorities, to be held on September 27, 2023, be posted at the City Hall, Library, and Post Office on September 21, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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COUNCILMEMBER

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

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

Webinar ID: 871 0459 2389

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IRWINDALE CITY COUNCIL



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CALL TO ORDER

ROLL CALL: Councilmembers:, Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia;
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RECESS TO CLOSED SESSION

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Note: This is a Housing Authority Item
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Agency Negotiator: Julian A. Miranda, Executive Director
Negotiating Parties: TBD
Under Negotiation: Price and terms
Note: This is a Housing Authority Item. Housing Authority is considering disposition of a portion of the identified property for purposes of an easement.
2. Conference with Legal Counsel – Existing Litigation
[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]

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

**RECONVENE IN OPEN SESSION
REPORT FROM CLOSED SESSION
ADJOURNMENT**

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;
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Introduction of Dispatcher / Clerk Jacqueline Hernandez

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

CHP 10851 Pin to Irwindale Police Officer Luis Amesola

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1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special Joint Meeting held September 13, 2023

2. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

3. Rejection of Claim: Mireya Guerrero vs. City of Irwindale

Department: Administration

Recommendation: (1) Reject the claim of Mireya Guerrero vs. City of Irwindale; and (2) direct staff to send a letter of rejection.

4. Retroactively Approve a Fee Waiver for Irwindale Chamber of Commerce

Department: Administration

Recommendation: **Adopt Resolution No. 2023-73-3451** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE, A 501 (C)(6) NONPROFIT ORGANIZATION, WAIVING SPECIAL EVENT PERMIT FEES FOR AN E-WASTE RECYCLING EVENT".

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6. Request to Approve a Professional Contract Services Agreement with ECORP Consulting, Inc for the preparation of CEQA documents for the construction of a ±105,000 square foot speculative industrial building with associated parking for the property located at 15715 Arrow Highway (APN: 5619-001-059) *Continued from the meeting of September 13, 2023*

Department: Community Development

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Department: Community Development

Recommendation: Approve the Project Reimbursement Agreement with RIF III-Irwindale LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office and contract planning services.

8. BSCC Officer Wellness and Mental Health Grant

Department: Police

Recommendation: Receive and file this agenda report, documenting the acceptance of a Board of State and Community Corrections Officer Wellness and Mental Health Grant, approving an agreement with The Counseling Team International (TCTI) for counselling and peer support training services, and authorizing and directing the Chief of Police to enter into such agreement.

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PUBLIC HEARINGS

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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

9. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Regular meeting held September 13, 2023

10. Warrants

Department: Finance

Recommendation: Approve

SPONTANEOUS COMMUNICATIONS

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HOUSING AUTHORITY

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CONSENT CALENDAR

11. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special Joint Meeting held September 13, 2023

B) Regular meeting held September 13, 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 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, Housing and Reclamation Authorities, to be held on September 27, 2023, be posted at the City Hall, Library, and Post Office on September 21, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

CC Item 1A
HA Item 11B

SEPTEMBER 13, 2023
WEDNESDAY
6:00 P.M.

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

ROLL CALL:

Present: Council / Board Members 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 Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS**

None.

**RECESS TO
CLOSED SESSION**

At 6:03 p.m., the City Council met in Closed Session to discuss the following:

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

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

ACTION: Update provided, no action or direction given (Councilmember Breceda and City Manager Miranda did not participate due to conflicts of interest)

Property: 14905 Los Angeles Street, Irwindale CA
Agency Negotiator: Julian Miranda, City Manager
Negotiating Parties: Marianna Diaz
Under Negotiation: Price and terms of payment

ACTION: Update provided, no action or direction given (Councilmember Breceda did not participate due to a conflict of interest)

Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Calmat Co. d.b.a. Vulcan Materials Company
Agency claimed against: City of Irwindale

ACTION: This item was pulled from the agenda and not discussed.

Conference with Legal Counsel – Existing Litigation

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

Case Name: Eddie Arteaga vs. State of California, City of Irwindale, et al.

Case Number: 22STCV13949

ACTION: Discussed, update provided. Direction provided to staff and legal counsel.

**RECONVENE IN
OPEN SESSION**

At 6:31 p.m., the City Council / Housing Authority reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:33 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

SEPTEMBER 13, 2023
WEDNESDAY
6:33 P.M.

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City
Attorney; Christopher Hofford, Chief of Police; Kambiz Borhani,
Director of Finance / City Treasurer; Marilyn Simpson, Community
Development Director; Eddie Chan, Director of Engineering / Building
Official; Mary Hull, Human Resources Manager, and Armando
Hegdahl, Management Analyst

**PLEDGE OF
ALLEGIANCE**

The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA**

**CITY MANAGER
MIRANDA**

City Manager Miranda advised that item nos. 9 and 13 would be
pulled from tonight's agenda and will be continued to the meeting of
September 27.

**COUNCILMEMBER
TRAVEL REPORTS**

**COUNCILMEMBERS
GARCIA, BURROLA,
BRECEDA, AND
MAYOR PRO TEM
AMBRIZ**

Councilmembers Garcia, Burrola, Breceda, and Mayor Pro Tem
Ambriz reported on their attendance at the 2023 Fall Educational
Summit held by the California Contract Cities Association.

**COUNCILMEMBER
COMMENTS**

MAYOR ORTIZ

Mayor Ortiz spoke on his attendance at a groundbreaking ceremony
of the Los Angeles County Bikeway held by Supervisor Hilda Solis
and suggested potentially linking the bikeway to the Santa Fe Dam in
the future. He also spoke very highly of the Mariachi Fest concerts.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

INTRODUCTION OF
IRWINDALE POLICE
OFFICER ALBERTO
PENALOZA

INTRODUCTION OF IRWINDALE POLICE OFFICER ALBERTO
PENALOZA

The introduction was made.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

None.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Garcia, to approve the Consent Calendar, except for Item Nos. 9 and 13, which were continued to a future meeting. The motion was unanimously approved; Mayor Ortiz abstaining on Item Nos. 1B and 1C.

ITEM NO. 1
MINUTES

MINUTES

The following minutes were approved:

- A) Special meeting held July 31, 2023
- B) Special meeting held August 23, 2023
- C) Regular meeting held August 23, 2023

ITEM NO. 2
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 3
APPROVE THE OUT
OF STATE TRAVEL
TO THE 59TH ANNUAL
CA NARCOTIC
OFFICERS ASSOC.
TRAINING INSTITUTE
AND LAW
ENFORCEMENT EXPO

APPROVE THE OUT OF STATE TRAVEL TO THE 59TH ANNUAL CALIFORNIA NARCOTIC OFFICERS ASSOCIATION (CNOA) TRAINING INSTITUTE AND LAW ENFORCEMENT EXPO FOR DETECTIVE SERGEANT GREG GOMEZ, DETECTIVE LEONARD GARZA, AND AN ADDITIONAL (CONFIDENTIAL) DETECTIVE

RESOLUTION NO.
2023-64-3442
ADOPTED

Resolution No. 2023-64-3442, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE OUT OF STATE TRAVEL TO THE CALIFORNIA NARCOTIC OFFICERS ASSOCIATION (CNOA) TRAINING INSTITUTE AND LAW ENFORCEMENT EXPO FOR

DETECTIVE SERGEANT GREG GOMEZ, DETECTIVE LEONARD GARZA, AND AN ADDITIONAL (CONFIDENTIAL) DETECTIVE, AND APPROPRIATING FUNDS," was adopted.

ITEM NO. 4
AMENDMENT NO. 1
TO CONTRACT
SERVICES AGMT.
WITH CWE FOR
PROFESSIONAL
ENVIRONMENTAL
SERVICES FOR THE
NPDES AND OTHER
RELATED SERVICES

AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT WITH CWE FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND OTHER RELATED SERVICES

The City Manager was authorized to execute Amendment No. 1 to Contract Services Agreement with CWE for Professional Environmental Services for the National Pollutant Discharge Elimination System (NPDES) and other related services.

ITEM NO. 5
APPROVAL OF THIRD
TOLLING AGREEMENT
BETWEEN BKK
WORKING GROUP
AND CITY OF
IRWINDALE RELATED
TO THE BKK
LANDFILLS

APPROVAL OF THIRD TOLLING AGREEMENT BETWEEN BKK WORKING GROUP AND CITY OF IRWINDALE RELATED TO THE BKK LANDFILLS

The City Manager was authorized to execute the Third Tolling Agreement between BKK Working Group and City of Irwindale that will extend the statute of limitations period to September 2026 for lawsuits related to cleanup of the BKK Landfill in West Covina.

ITEM NO. 6
APPROVAL OF SAFE
STREETS AND ROADS
FOR ALL GRANT AGMT.
BETWEEN CITY OF
IRWINDALE AND U.S.
DEPT. OF
TRANSPORTATION
FEDERAL HIGHWAY
ADMINISTRATION

APPROVAL OF SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT AGREEMENT BETWEEN CITY OF IRWINDALE AND U.S. DEPT. OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION IN THE AMOUNT OF \$184,000

1) The grant agreement with the U.S. Department of Transportation Federal Highway Administration (FHWA) for the Safe Streets and Roads for All (SS4A) Grant Award was approved, and 2) The City Manager was authorized to execute the agreement upon approval as to form by the City Attorney.

ITEM NO. 7
COST SHARING AGMT.
RENEWAL WITH THE
LA GATEWAY REGION
INTEGRATED
REGIONAL WATER
MANAGEMENT JPA
TO CONTINUE
OPERATING,
MONITORING, AND
PERFORMING
EQUIPMENT
MAINTENANCE

COST SHARING AGREEMENT RENEWAL WITH THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWER AUTHORITY TO CONTINUE OPERATING, MONITORING, AND PERFORMING EQUIPMENT MAINTENANCE PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD

1) Changes were ratified to the original scope of work and the improvements and maintenance responsibilities for the constructed improvements of the 2022-2023 Resurfacing Program: Residential Resurfacing Project Phase II were accepted, 2) the final construction project amount of \$399,561.59 under the construction contract with Vance Corporation, was approved, 3) the final construction management and inspection services contract with FCG Consultants

in the amount of \$76,266.06, was approved, 4) The City Clerk was authorized to record the Notice of Completion, and 5) The Finance Director was authorized to release the 5% retention amount for the construction project, was approved.

ITEM NO. 8
ACCEPTANCE OF
THE 2022-2023
RESURFACING
PROGRAM
RESIDENTIAL
RESURFACING
PROJECT – PHASE II

ACCEPTANCE OF THE 2022-2023 RESURFACING PROGRAM:
RESIDENTIAL RESURFACING PROJECT – PHASE II; P-1043

1) The Changes to the original scope of work were ratified and the improvements and maintenance responsibilities for the constructed improvements of the 2022-2023 Resurfacing Program: Residential Resurfacing Project – Phase II, were accepted; 2) the final construction project amount of \$399,561.59 under the construction contract with Vance Corporation was approved; 3) the final construction management and inspection services contract with FCG Consultants in the amount of \$76,266.06, was approved; 4) the City Clerk was authorized to record the Notice of Completion, and 5) the Finance Director was authorized to release the 5% retention amount for the construction project.

ITEM NO. 9
REQUEST TO
APPROVE A PROJECT
REIMBURSEMENT
AGMT. BETWEEN THE
CITY AND RIF III -
IRWINDALE LLC

REQUEST TO APPROVE A PROJECT REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND RIF III – IRWINDALE LLC (“APPLICANT”) FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH PROCESSING AND NEGOTIATING PERMITS, ENTITLEMENTS, AND PROPOSED CONDITIONS OF APPROVAL, INCLUDING CEQA, CITY ATTORNEY, AND CONTRACT PLANNING COSTS ASSOCIATED WITH A PROPOSED INDUSTRIAL BUILDING TO BE LOCATED AT 15715 ARROW HIGHWAY (APN: 8619-001-059)

This item was continued to a future meeting.

ITEM NO. 10
REQUEST TO
APPROVE A PROJECT
REIMBURSEMENT
AGMT BETWEEN THE
CITY AND REXFORD
INDUSTRIAL

REQUEST TO APPROVE A PROJECT REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND REXFORD INDUSTRIAL – 14005 LIVE OAK, LLC (“APPLICANT”) FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH PROCESSING AND NEGOTIATING PERMITS, ENTITLEMENTS AND PROPOSED CONDITIONS OF APPROVAL, INCLUDING CEQA, CITY ATTORNEY, AND CONTRACT PLANNING COSTS ASSOCIATED WITH A PROPOSED INDUSTRIAL BUILDING TO BE LOCATED AT 14005 LIVE OAK AVENUE (APNS: 8535-001-033)

The Project Reimbursement Agreement with Rexford Industrial – 14005 Live Oak, LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed conditions of approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City Attorney’s Office and contract planning services, was approved.

ITEM NO. 11
REQUEST TO
APPROVE AMENDMENT
NO. 2 TO THE
PROFESSIONAL
CONSULTING
CONTRACT WITH
INTERWEST
CONSULTING
GROUP AND
RESOLUTION
APPROVING AN
APPROPRIATION
ADJUSTMENT FOR
THE USE OF STATE
GRANT FUNDS FOR
THE COMPREHENSIVE
ZONING ORDINANCE
UPDATE

REQUEST TO APPROVE AMENDMENT NO. 2 TO THE
PROFESSIONAL CONSULTING CONTRACT WITH INTERWEST
CONSULTING GROUP AND RESOLUTION NO. 2023-68-3446
APPROVING AN APPROPRIATION ADJUSTMENT FOR THE USE
OF STATE GRANT FUNDS FOR THE COMPREHENSIVE ZONING
ORDINANCE UPDATE

1) Amendment No. 2 to the contract with Interwest Consulting Group
for the preparation of the Comprehensive Zoning Ordinance Update
was approved, and 2:

RESOLUTION NO.
2023-68-3446
ADOPTED

Resolution No. 2023-68-3446, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, APPROVING APPROPRIATION ADJUSTMENTS
FOR THE USE OF STATE GRANT FUNDS FOR THE
COMPREHENSIVE ZONING ORDINANCE UPDATE,” was adopted.

ITEM NO. 12
REQUEST TO
APPROVE A
PROFESSIONAL
CONTRACT SERVICES
AGREEMENT WITH
KIMLEY-HORN AND
ASSOCIATES, INC.

REQUEST TO APPROVE A PROFESSIONAL CONTRACT
SERVICES AGREEMENT WITH KIMLEY-HORN AND
ASSOCIATES, INC. FOR THE PREPARATION OF CEQA
DOCUMENTS FOR THE CONSTRUCTION OF A ±102,400
SQUARE FOOT SPECULATIVE INDUSTRIAL BUILDING WITH
ASSOCIATED STANDARD AND TRAILER PARKING FOR THE
PROPERTY LOCATED AT 14005 LIVE OAK AVE (APN: 8535-001-
033)

The contract with Kimley-Horn and Associates, Inc. for the
preparation of an Initial Study with a Mitigated Negative Declaration
and/or an Environmental Impact Report to be prepared in association
with land use entitlement applications for property located at 14005
Live Oak Ave, Irwindale, CA 91706, was approved.

ITEM NO. 13
REQUEST TO
APPROVE AGMT.
WITH ECORP
CONSULTING

REQUEST TO APPROVE A PROFESSIONAL CONTRACT
SERVICES AGREEMENT WITH ECORP CONSULTING, INC FOR
THE PREPARATION OF CEQA DOCUMENTS FOR THE
CONSTRUCTION OF A ±105,000

This item was continued to a future meeting.

END OF CONSENT CALENDAR

DENA ZEPEDA Dena Zepeda agreed with Mayor Ortiz's suggestion to add a bikeway to Santa Fe Dam, thanked staff for the MariachiFest, thanked Detective Lopez for his hard work for the community, and requested an emergency plan for residents.

NEW BUSINESS

ITEM NO. 14
INTRODUCTION AND FIRST READING OF ORDINANCE PERTAINING TO THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS AND DRONES

INTRODUCTION AND FIRST READING OF ORDINANCE NO. 722 PERTAINING TO ADOPTION OF CHAPTER 9.18 OF TITLE 9 OF THE IRWINDALE MUNICIPAL CODE RELATED TO THE REGULATION OF UNMANNED AIRCRAFT SYSTEMS AND DRONES

CITY ATTORNEY GUERRA City Attorney Guerra presented the staff report.

COUNCILMEMBER BURROLA Replying to several questions by Councilmember Burrola, City Attorney Guerra advised that proposed ordinance may be subject to legal challenges and that one potential way to avoid challenges is to simply regulate where drones may take off and land from. He added that he was not aware of any state regulations governing drones, primarily because federal law already covers the subject.

LINDA MAREZ Linda Marez questioned the need for the proposed ordinance and asked why the Council refuses to follow the advice of the City Attorney. She also stated that the ordinance would prevent individuals with disabilities who enjoy limited options for hobbies from enjoying flying their drones.

DENA ZEPEDA Dena Zepeda stated her support for the proposed ordinance since she said that drones invade the privacy of residents.

COUNCILMEMBER GARCIA Councilmember Garcia reiterated his previous opinion against adopting the proposed ordinance.

COUNCILMEMBER BRECEDA Councilmember Breceda concurred with Councilmember Garcia and agreed that the federal regulations already cover drones and stated that the proposed ordinance is "overkill" and opens the City to potential liability.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz stated that the purpose of the ordinance is not to preempt federal regulations. Rather, it is meant to operate in conjunction with existing laws to promote the residents safety and privacy.

COUNCILMEMBER BURROLA	Councilmember Burrola stated that it was eerie to see a drone flying above his back yard but noted that it is his responsibility as a Councilmember to protect the City from lawsuits.
MAYOR ORTIZ	Mayor Ortiz stated that his primary concern was the protection of residents' privacy. He noted that the ordinance would not ban commercial or emergency drones, or those that are used for filming. Rather, it is simply to prohibit recreational drones that could be used to peek into residents' back yards.
MOTION	A motion was made by Mayor Ortiz, seconded by Mayor Pro Tem Ambriz, to introduce Ordinance No. 772, reading by title only and waiving further reading thereof, entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 9.18 ("DRONES AND UNMANNED AIRCRAFT SYSTEMS") TO TITLE 9 ("PUBLIC PEACE, MORALS AND WELFARE") TO THE IRWINDALE MUNICIPAL CODE RELATED TO THE OPERATION OF DRONES AND UNMANNED AIRCRAFT WITHIN THE CITY OF IRWINDALE AND ADOPTING CALIFORNIA CIVIL CODE SECTION 1708.8, CALIFORNIA PENAL CODE SECTION 402, SECTION 44809 OF UNITED STATES CODE TITLE 49, AND PART 107 OF UNITED STATES CODE OF FEDERAL REGULATIONS TITLE 14 BY REFERENCE,". Upon roll call vote, the motion failed with Mayor Pro Tem Ambriz and Mayor Ortiz voting in favor; Councilmembers Breceda, Burrola, and Garcia opposed.
CITY ATTORNEY GUERRA	City Attorney Guerra advised that staff could implement an informational campaign to inform the public about federal and state regulations pertaining to drones.
MAYOR ORTIZ	Responding to a question by Mayor Ortiz, City Attorney Guerra advised that residents may contact the Police Department if they feel that drones are invading their privacy. Mayor Ortiz also noted that the City contracts with an individual to take aerial videos and photos from his drone, and asked whether the contract was still necessary, to which City Manager Miranda expounded on the benefits and services provided by the contractor using his drone.
COUNCIL CONSENSUS	Council consensus was reached to implement an educational campaign to inform the public regarding the do's and don'ts of recreational drone uses.
<u>ITEM NO. 15</u> AMENDMENTS TO CITY DONATION POLICY	AMENDMENTS TO CITY DONATION POLICY

CITY MANAGER MIRANDA	City Manager Miranda presented the staff report.
COUNCILMEMBER GARCIA	Councilmember Garcia expressed his preference to refrain from amending the existing policy. He stated that the individual who made the request for the donation of an ambulance reach out to non-profit agencies that may be able to assist him in his goal.
COUNCILMEMBER BRECEDA	Councilmember Breceda noted that the Sister City organization itself has donated various items to the Salvatierra Sister City organization.
COUNCILMEMBER BURROLA	Councilmember Burrola asked whether Irwindale residents would benefit from the donation of an ambulance to which City Manager Miranda noted that the request for such a donation was received from Mayor Vega of Salvatierra, and not the Salvatierra Sister City organization. He noted that this matter is before the Council for direction and advised that the current policy does not provide a mechanism for the donation in this instance. Options include amending the policy to allow government to government donations, or perhaps suggesting that Mayor Vega reach out to his own Sister City organization to reach out to non-profit organizations to seek their assistance.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz stated that a policy should be developed to protect the City from liability should it donate an ambulance to Salvatierra and suggested helping Mayor Vega on his request.
MAYOR ORTIZ	In reply to a question by Mayor Ortiz, City Attorney Guerra stated that such a donation may constitute a gift of public funds, unless the Council could determine that the donation would provide a public benefit to Irwindale residents.
ASSISTANT TO THE CITY MANAGER ESPINO	Assistant to the City Manager Espino noted that the policy allows for donations to non-profit agencies.
COUNCILMEMBER BRECEDA	Councilmember Breceda reiterated that the Salvatierra Sister City organization should reach out to the Irwindale Sister City organization and other non-profit organizations to seek their assistance.
COUNCILMEMBER GARCIA	Councilmember Garcia suggested developing a mechanism to insulate the City from liability should it make the requested donation.
MAYOR ORTIZ	Mayor Ortiz stated that Mayor Vega would be willing to pick up any Irwindale donation at the border, and that Irwindale would not be liable for anything other than providing paperwork and transporting the donation to the border, to which City Manager Miranda advised that doing would require City resources.

MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz repeated his desire to provide Salvatierra what they requested, while having the City Attorney draft an agreement that would insulate Irwindale from liability.
CITY MANAGER MIRANDA	City Manager Miranda advised that staff would reach out to Mayor Vega to inform him of the status of his request and noted that there does not seem to be an urgent matter.
DENA ZEPEDA	Dena Zepeda spoke in favor of approving the requested donation and requested that City Attorney Guerra create a mechanism to protect the City from liability.
<u>ITEM NO. 16</u> LIBRARY PROJECT UPDATE – VERBAL	LIBRARY PROJECT UPDATE – VERBAL
LIBRARIAN BALLI	City Librarian Balli presented the verbal update which included the City's progress on the development of the new Library. She noted that various community workshops were held and that the input received were included in the building's schematics. Staff also visited other libraries to determine the strengths and weaknesses of those libraries and presented the proposed layout and next steps.
MAYOR PRO TEM AMBRIZ	Responding to a question by Mayor Pro Tem Ambriz, Associate Engineer indicated that the design of the building allows for natural light into the facility, which would provide a more open feeling. He added that staff would look into potentially re-designing the space to make it more usable.
COUNCILMEMBER BRECEDA	Councilmember Breceda asked whether any opposition to the Library was received at any of the workshops, to which Librarian Balli stated that some expressed concern over the removal / replacement of green space and trees. She noted that the project architect is working with city staff to determine whether any of the green space could be saved and for the replacement of trees that are removed. Councilmember Breceda expressed concern over parking availability, to which Librarian Balli advised that staff is looking at adding 40 more parking spaces.
COUNCILMEMBER BURROLA	Councilmember Burrola noted that the project was scaled down to a one-story building instead of two-stories and asked about the type of interior lighting that would be used to which Librarian Balli advised that staff informed the architect that they wanted the interior to be as bright as possible, which led to the addition of natural lighting.
ASSOCIATE ENGINEER PIMENTEL	Associate Engineer Pimentel added that the project details, including lighting, are still being discussed. Staff hopes to have a preliminary design ready within the next few months.

COUNCILMEMBER BURROLA	Councilmember Burrola appreciated the inclusion of an art piece at the entrance to honor the City's founding mothers.
DENA ZEPEDA	Dena Zepeda spoke in favor of the project and suggested that Librarian Balli be recognized for all the work she completed in support of the project.
MAYOR ORTIZ	Mayor Ortiz commended staff for their work on the project design and details.
RECESS	At 7:53 p.m., the Council took a short recess.
RECONVENE	The Council reconvened in Open Session 7:59 p.m. with all members present.
<u>ITEM NO. 17</u> MERIDIAN TRAFFIC CALMING MEASURES	MERIDIAN TRAFFIC CALMING MEASURES – VERBAL
DIRECTOR CHAN	Director Chan presented the update and made a PowerPoint presentation wherein he outlined the complaints received regarding speeding motorists along meridian and presented two options for traffic calming measures. He added that this project would also require input and cooperation from the City of Duarte as a portion of the subject area is within their jurisdiction.
DISCUSSION HELD	Discussion was held relating to the options presented, the need to inform residents regarding staff's progress, and the portion of work that Duarte would be responsible for.
MAYOR PRO TEM AMBRIZ	Responding to a question by Mayor Pro Tem Ambriz, Director Chan indicated that staff is awaiting Duarte's response and that, once it is received, an update would be presented to the Council.
MAYOR ORTIZ	Mayor Ortiz requested that Director Chan reach out to Duarte staff in an effort to expedite the process in light of the residents' concerns about major traffic accidents at the area.
YESENIA DOMINGUEZ	Yesenia Dominguez spoke on the vehicular accidents that have occurred along Meridian and Shrode and requested that a sidewalk be installed.
COUNCILMEMBER BRECEDA	Councilmember Breceda noted that Mountain Avenue belongs to Irwindale and suggested that a sidewalk be included in the project, to which Director Chan advised that staff would look into the request.
<u>ITEM NO. 18</u> GRANT STATUS UPDATE – VERBAL	GRANT STATUS UPDATE – VERBAL

CITY MANAGER MIRANDA City Manager Miranda made a PowerPoint presentation detailing the status of the various grants that staff has submitted for as well as pending grants and additional grant opportunities.

COUNCILMEMBER BURROLA Councilmember Burrola thanked City Manager Miranda and encouraged staff to continue seeking further grant opportunities.

CITY MANAGER MIRANDA City Manager Miranda commended Assistant City Manager Olivares and all department heads for their hard work in applying for grants. He also thanked the Council for taking on additional grant opportunities.

ITEM NO. 19
VETERANS' MEMORIAL PROJECT UPDATE VETERANS' MEMORIAL PROJECT UPDATE – VERBAL

CITY MANAGER MIRANDA City Manager Miranda presented the update and made a PowerPoint presentation wherein he discussed the project details and displayed an image with the front elevation of the project.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz thanked City Manager Miranda and city staff for working expeditiously on the project and acknowledged the difficulty in completing the project's first phase in time for the November 11 Veterans Day ceremony.

CITY MANAGER MIRANDA City Manager Miranda praised city staff for working tirelessly on this project and stated that he is looking forward to the project completion.

COUNCILMEMBER BURROLA Councilmember Burrola noted his excitement for the project, particularly the installation of the flags of the various branches of the military.

COUNCILMEMBER BRECEDA Councilmember Breceda asked about parking spaces and the potential development of a water feature where the existing water fountain lies, to which City Manager Miranda advised that the Engineering Department will include the 40 new spaces that Librarian Balli previously mentioned. A new digital sign would also be installed, probably during fiscal year 24/25, and staff can look into developing the requested water feature.

PUBLIC HEARINGS None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA City Manager Miranda presented his report.

- 1) Simgel was contracted to perform phases 4 and 5 of the Irwindale Park Improvement Project. Associate Engineer Pimentel provided additional details on the project and made a PowerPoint

presentation.

- 2) The David Fraijo Martinez building would be dedicated on Saturday, September 23.
- 3) Staff has contacted the SGV Mosquito and Vector Control over increased reports of mosquitos. Staff from the agency offered tips to mitigate the problem and will continue monitoring the area.
- 4) He congratulated the Finance Department for earning its 12th consecutive Certificate of Achievement for Excellence in Financial Reporting Award.
- 5) The Community Development Department will hold an environmental justice workshop on September 19.
- 6) The Irwindale Police Department welcomes new officer Alberto Penaloza.
- 7) An interim traffic signal modification project began on September 5 and will take approximately 6-8 weeks to complete.
- 8) A compost giveaway event has been scheduled for October 14.

**COUNCILMEMBER
BURROLA**

Responding to a concern by Councilmember Burrola, Associate Engineer Pimentel advised that the project area had been fenced off. However, staff will advise the contractor that several individuals snuck into the area so that they are aware and can take steps to prevent further trespassing.

Councilmember Burrola also asked about the water table at the Olive Pit, which seems high, to which City Manager Miranda advised that staff has inquired about the matter and noted that they would look into it.

**MAYOR PRO TEM
AMBRIZ**

Mayor Pro Tem Ambriz asked about the upcoming environmental justice workshop, to which Director Simpson advised that the consultant has compiled the questions posed at the previous zoning update workshop and would provide responses, which would then be posted on the City website, and that copies would be provided to the Council.

**REQUESTS BY
COUNCILMEMBERS
FOR FUTURE AGENDA
ITEMS**

None.

ADJOURNMENT

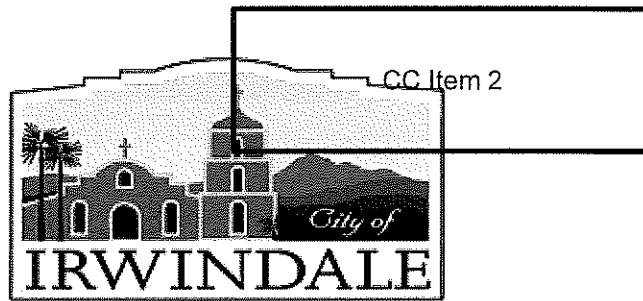
There being no further business to conduct, the meeting was adjourned at 8:44 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 9/20/2023 12:39 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80769	WSPAVE01	WS Pave, Inc	09/07/2023	29,950.00
80770	CDW01	CDW Government	09/07/2023	1,488.41
80771	NORMAN02	Norman A. Traub Associates	09/07/2023	6,332.28
80772	RAMOS06	Nayelli Ramos	09/07/2023	29.22
80773	STEVEN05	Steven A. Ormenyi & Assoc.	09/07/2023	8,504.34
80774	Ayala01	Leonor Ayala	09/07/2023	340.00
80775	CHARTE01	Charter Communications	09/07/2023	581.29
80776	JOHN01	Johnson Investigations	09/07/2023	1,400.00
80777	LEDEZMA	Erica Ledezma	09/07/2023	720.00
80778	MARI01	Mariachi Lindas Mexicanas Inc.	09/07/2023	1,500.00
80779	MCIWOR	MCI Comm Service	09/07/2023	36.15
80780	MIRAND25	Blanche V. Miranda	09/07/2023	520.00
80781	NORMAN02	Norman A. Traub Associates	09/07/2023	6,234.52
80782	QUINO01	Mariana Quinones	09/07/2023	172.23
80783	RICOH01	Ricoh USA, Inc	09/07/2023	1,297.18
80784	RICOH02	Ricoh USA, Inc	09/07/2023	1,673.13
80785	ROCH01	Sarah Rocha	09/07/2023	81.51
80786	STGEO01	St. George's Medical Clinic	09/07/2023	745.00
80787	verizonw	Verizon Wireless	09/07/2023	2,409.00
80788	YANE01	Vanessa Yanez	09/07/2023	55.89
80789	CALIFO56	California State Disbursement Unit	09/07/2023	604.15
80790	CALIFO57	California State Disbursement Unit	09/07/2023	143.07
80791	INTER01	Interwest Consulting Group	09/13/2023	4,532.50
Report Total (23 checks):				69,349.87

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 9/20/2023 12:40 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80793	ALESHIRE	Aleshire & Wynder, LLP	09/14/2023	110,059.95
80794	BATE01	Elior Inc.	09/14/2023	4,029.30
80795	FIFTH01	Debt Book Fifth Asset, Inc.	09/14/2023	7,000.00
80796	PHASEII	PARS	09/14/2023	1,750.00
80797	ABAD001	Sofia Abad	09/14/2023	1,420.29
80798	AMBRIZ05	Albert Ambriz	09/14/2023	31.33
80799	AT&T02	AT & T	09/14/2023	32.78
80800	AT&T06	AT & T	09/14/2023	86.69
80801	BARBA01	Columba Barba	09/14/2023	1,350.00
80802	BELTRA	Eloise Beltran	09/14/2023	300.00
80803	CARDEN01	Rudy Cardenas	09/14/2023	150.00
80804	CASTRO10	Maria Castro	09/14/2023	988.00
80805	BATE01	Elior Inc.	09/14/2023	8,282.45
80806	FRONT01	Frontier Communications	09/14/2023	1,322.76
80807	GALVAN02	Claudia Galvan	09/14/2023	320.00
80808	GARCIA05	Yolanda Garcia	09/14/2023	200.00
80809	HOYEN	Noelle Hoye	09/14/2023	1,120.00
80810	IRWIND21	Irwindale Hand Wash & Auto Detail	09/14/2023	1,807.36
80811	MEZA10	Jose Meza	09/14/2023	300.00
80812	MONT02	Randall Buckley Montgomery	09/14/2023	379.00
80813	NATION23	National Union Fire Insurance	09/14/2023	711.40
80814	OPTUM01	OptumRx, Inc.	09/14/2023	42,851.00
80815	PURCHA	Purchase Power	09/14/2023	2,030.00
80816	SCFUELS	SC Fuels	09/14/2023	12,646.19
80817	STANDA03	Standard Insurance Company	09/14/2023	2,461.15
80818	verizonw	Verizon Wireless	09/14/2023	826.02
80819	VISION01	Vision Service Plan - (CA)	09/14/2023	1,933.36
80820	ALESHIRE	Aleshire & Wynder, LLP	09/18/2023	118,990.48
80821	AMAZON1	Amazon Capital Services, Inc.	09/27/2023	2,539.23
80822	DELONG	DeLong Unlimited	09/27/2023	529.20
80823	GAME01	GameTime	09/27/2023	5,210.00
80824	GEOLOG	Geologic Associates	09/27/2023	233.50
80825	HDL01	Hdl Software, LLC	09/27/2023	33.26
80826	ITERIS	Iteris, Inc.	09/27/2023	260.87
80827	UNITED05	United Rentals, Inc.	09/27/2023	252.15
80828	ACRYLA01	Acrylatex Coating & Recycling Incorp.	09/27/2023	67.91
80829	ALLIAN	Alliant Insurance Services, Inc.	09/27/2023	1,697.00
80830	AMAZON1	Amazon Capital Services, Inc.	09/27/2023	2,025.02
80831	ARC03	ARC Document Solutions, Inc.	09/27/2023	216.11
80832	AREAD	Area "D"	09/27/2023	1,000.00
80833	B&BTIR	B & B Tires Service	09/27/2023	70.00
80834	BAKER01	Baker & Taylor Books	09/27/2023	141.96
80835	MIJACA	Balcon Holdings, Inc.	09/27/2023	444.00
80836	BARNEY	Barney's Locksmith Service	09/27/2023	41.34
80837	BLACKA	Black & White Emergency Vehicles	09/27/2023	1,854.64
80838	CALBLE	Cal Blend Soils, Inc.	09/27/2023	66.15
80839	CARQUEST	Carquest	09/27/2023	106.97

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80840	CINTAS	Cintas Corporation #693	09/27/2023	585.96
80841	CITYOF11	City of Azusa	09/27/2023	1,575.00
80842	CITY0F01	City of Pasadena	09/27/2023	12,343.00
80843	LOSANG33	County of Los Angeles	09/27/2023	21,816.09
80844	CRAFT01	Craftwater Engineering, Inc.	09/27/2023	4,480.00
80845	CWE01	CWE	09/27/2023	11,946.52
80846	DELONG	Delong Unlimited	09/27/2023	396.90
80847	DOGWAS01	Dog Waste Depot	09/27/2023	453.26
80848	DUDEK01	Dudek	09/27/2023	1,080.00
80849	EWINGI	Ewing Irrigation Products, Inc.	09/27/2023	327.66
80850	FARONI01	Faronics Technologies	09/27/2023	451.50
80851	FCG01	FCG Consultants Inc.	09/27/2023	3,694.75
80852	FEDEX	FedEx	09/27/2023	68.48
80853	FILLG01	Fill Good Landscaping	09/27/2023	400.00
80854	GARVEY	Garvey Equipment Co	09/27/2023	12,293.72
80855	INTELL01	Intelli-tech, Inc.	09/27/2023	17,237.02
80856	IRWIND03	Irwindale Tire Shop	09/27/2023	25.00
80857	ITERIS	Iteris, Inc.	09/27/2023	539.13
80858	JOHNSO01	Johnson-Frank Associates, Inc.	09/27/2023	16,176.30
80859	KEYSTO	Keystone Uniform Depot	09/27/2023	530.47
80860	LANCES	Lance, Soll & Lunghard LLP	09/27/2023	4,602.00
80861	LEXISN	LexisNexis Risk Solutions	09/27/2023	151.50
80862	MAINTE01	Maintex	09/27/2023	347.11
80863	MIDAS	Manuel C Muratalla	09/27/2023	1,411.93
80864	MARIPO	Mariposa Landscapes, Inc.	09/27/2023	8,796.00
80865	MEJIA05	Jaime Emmanuel Mejia	09/27/2023	650.00
80866	MOTOR01	Motorola Solutions, Inc.	09/27/2023	888.64
80867	NATION25	National Auto Fleet Group	09/27/2023	161,128.25
80868	OFFICE03	ODP Business Solutions, LLC	09/27/2023	356.73
80869	PAPE01	Pape' Material Handling Inc.	09/27/2023	1,492.71
80870	PERF03	Performance Elevator Contractors, Inc.	09/27/2023	360.00
80871	PROPRINT	Pro Printing, Inc.	09/27/2023	120.32
80872	ROYAL04	Royal Industrial Electric	09/27/2023	3,880.84
80873	ROSENO	RSG Inc.	09/27/2023	3,666.25
80874	SIERRA01	Sierra Chevrolet	09/27/2023	184.95
80875	SWANK01	Swank Motion Pictures, Inc.	09/27/2023	1,920.00
80876	UNITED11	United Site Services of CA Inc	09/27/2023	589.50
80877	V&V01	V & V Manufacturing, Inc.	09/27/2023	155.40
80878	VASI01	Vasilj, Inc.	09/27/2023	11,200.00
80879	WALT01	Walters Wholesale Electric Co.	09/27/2023	69.52
80880	WESTCO05	West Coast Arborists, Inc.	09/27/2023	1,281.00
80881	XAV01	Xavus Solutions LLC	09/27/2023	2,299.50
80882	YTIRES	Y Tire Sales	09/27/2023	429.88
Report Total (90 checks):				652,571.61

Electronic Payments

August 2023

August 1 - 31, 2023



Number	Vendor Name	Date	Amount
6073504	Wells Fargo	8/2/2023	4,000,000.00
ACH	Bank of the West	8/23/2023	36,343.06
	Report Total:		<u>4,036,343.06</u>

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

City of
IRWINDALE
AGENDA REPORT

Date: September 27, 2023
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Rejection of Claim: Mireya Guerrero vs. City of Irwindale.

City Manager's Recommendation:

Staff recommends City Council (1) Reject the claim of Mireya Guerrero vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

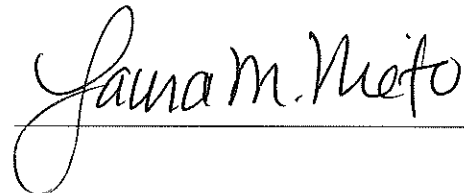
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

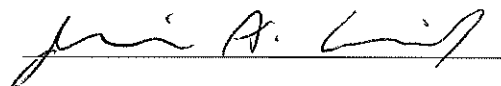
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On May 30, 2023, the City received a claim for damages from claimant Mireya Guerrero. Claimant Guerrero alleges that while traveling westbound with the right of way on Live Oak Avenue and Rivergrade Road, a semi-truck made an illegal left turn, causing general damages, bodily injury, and property damage.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that the semi-truck was in violation of CVC 21453(a) (red signal) and CVC 21801, and 21801(a), therefore, there is no legal liability on the City of Irwindale. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachment:

Recommendation for Rejection
Claim for Damages received May 30, 2023



A  VENBROOK Company

September 11, 2023

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim	:	Guerrero vs. Irwindale
Claimant	:	Mireya Guerrero
Member	:	City of Irwindale
Date Rec'd by Mbr	:	5/30/23
Date of Event	:	5/15/23
CW File Number	:	3047313 GRV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

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

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor

PO Box 2411, Tustin, CA 92781
T: 657-622-4200 | F: 866-254-4423 | www.carlwarren.com
CA License #2607296

GRIGORYAN BLUM & GRIGORYAN

Tigran Grigoryan, Esq.
Ivy B. Grigoryan, Esq.

RECEIVED

MAY 30 2023

**CITY OF IRVINDALE
CITY CLERKS DEPT.**

VIA US MAIL ONLY

May 25, 2023

**City of Irwindale
5050 N Irwindale Avenue
Irwindale, CA 91706**

**RE: Mireya Guerrero – Hit and Run Incident
Date of Loss: 05/15/2023**

This letter will confirm that Mrs. Guerrero has retained our office for the purpose of assisting her with claims arising out of a hit and run incident near your location at intersection Live Oak Ave and Rivergrade, on the evening of May 15, 2023.

This letter will put you on Notice and ensure that you preserve all evidence related to the above-captioned May 15, 2023.

Documents, witness statements, photographs video recordings, diagrams/or drawings, and any other physical evidence that in any way relate to this date of loss. I specifically request that you preserve any and all surveillance footage of the area for the date of loss. I would also appreciate copies or the opportunity to inspect any physical evidence and documents related to the incident.

Additionally, preserve electronically store information ("ESI") related to this date of loss. This would include, but certainly not be limited to, information sent to others, information received from others, all internal emails or other electronic communications, and all emails or other electronic communications set to or received from external sources. This request applies to ALL ESI, whether in your regular system, or in any backup system whether maintained by you or maintained by others.

The forgoing categories are by no means exhaustive. Please contact my office if you have any questions.

Thank you for your attention to this matter.

Best Regards,

GRIGORYAN BLUM & GRIGORYAN

Ivy Grigoryan

Ivy Grigoryan, Esq.

766 E Colorado Blvd Unit 104 Pasadena CA 91101, Ph. (626) 817-9022. Fax (626) 598-3690. ivy@lawbg.com tigran@lawbg.com

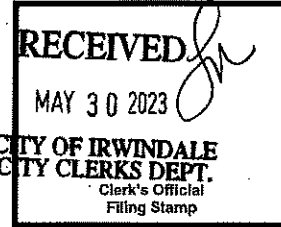


CITY OF IRWINDALE

**CLAIM FOR DAMAGES
TO PERSON OR PROPERTY**

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim for must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706



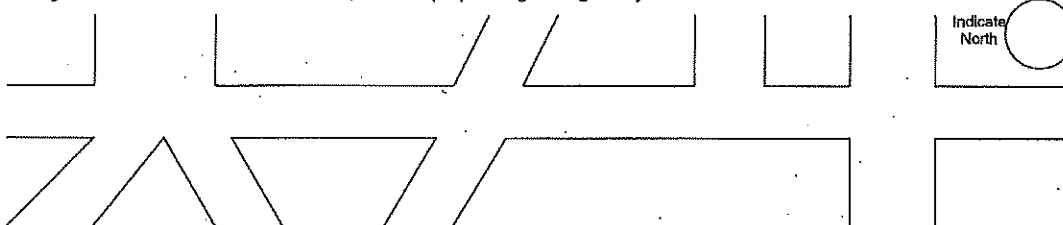
To: City of Irwindale		Claimant's Date of Birth
Name of Claimant Mireya Guerrero		Claimant's Occupation
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant		Business Telephone Number
Name and address to which you desire notices or communications to be sent regarding this claim: Grigoryan Blum & Grigoryan; 766 E Colorado Blvd Unit 104 Pasadena CA 91101; 626-817-9022		
When did DAMAGE or INJURY occur? Date: 05/15/2023 Time: 5:50PM-5:56PM If claim is for Equitable Indemnity, give date claimant served with complaint:	Names of any City employees involved in INJURY or DAMAGE Unknown	
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: At the intersection of Live Oak Ave and River-grade Rd.		
Describe in detail how the DAMAGE or INJURY occurred. Claimant was traveling westbound with the right of way entering the intersection of Live Oak Ave and River-grade Rd. when a semi made an illegal left turn.		
Why do you claim the City of Irwindale is responsible? The City is responsible for ensuring the safety of passing motorists in a construction zone, inter alia.		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. General Damages, Bodily injury and Property Damage. Full extent TBD and this list may not be exhaustive.		

Claimant's Name: Mireya Guerrero		
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. Exceeds \$25,000.00		
Give estimated amount of future losses due to INJURY or DAMAGE: TBD Exceeds \$25,000.00		
Was damage and/or injury investigated by the police? <u>Yes</u> If yes, what City? <u>Irwindale Police Dept.</u>		
Were paramedics or ambulance called? <u>Yes</u> If yes, name City or ambulance _____		
If injured, give name and address of your doctor and the date and time of your first visit: 		
Doctors and Hospitals:		
Doctor _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Hospital _____	Address _____	Date Hospitalized _____
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:		
Name _____	Address _____	Phone _____
Name _____	Address _____	Phone _____

READ CAREFULLY

For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.



Signature of Claimant (if other than claimant, indicate relationship) 	Typed Name Ivy Grigoryan	Date 5/25/23
---	------------------------------------	------------------------

Note: Claims must be filed with the City Clerk. Presentation of a false claim is a felony (Penal Code Section 72)

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

City of
IRWINDALE
AGENDA REPORT

CC Item 4

Date: September 27, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Retroactively Approve a Fee Waiver for Irwindale Chamber of Commerce

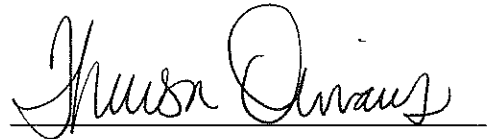
City Manager's Recommendation:

That the City Council adopt Resolution No. 2023-73-3451 entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE, A 501(C)(6) NONPROFIT ORGANIZATION, WAIVING SPECIAL EVENT PERMIT FEES FOR AN E-WASTE RECYCLING EVENT"**

Administrative Action:

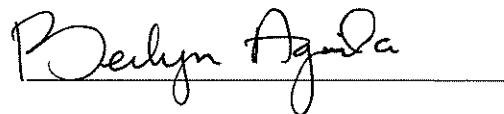
Submitted by:

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



Prepared by:

Berlyn Aguila, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

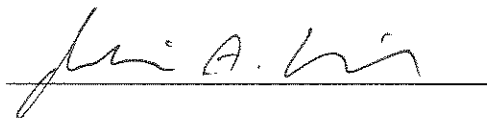
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On September 19, 2023, the Irwindale Chamber of Commerce submitted a request to waive Special Event Permit fees to hold an E-Waste Recycling Event on September 23, 2023.

The City of Irwindale's Fee Adjustment Policy provides that Special Event Permit fees may be waived or reduced for applicants meeting the following criteria:

1. Recognized by the IRS as a non-profit or charitable organization; and
2. Provide a benefit to the community or provide a public service that promotes public health, safety, and welfare.

The Irwindale Chamber of Commerce is a 501(c)(6) non-profit organization established within the City of Irwindale for more than one year. The Irwindale Chamber of Commerce has been organized primarily for civic betterment or charitable purposes, which has been organized and established in the City for a minimum continuous period of one year preceding the fee waiver application. The Irwindale Chamber of Commerce sponsors programs and services that promote a positive quality of life and a thriving economy for the Irwindale community.

The E-Waste Recycling Event held by the Irwindale Chamber of Commerce was a free event, open to the public. The Irwindale Chamber of Commerce provided a benefit to the community by providing a Drive-Thru E-Waste Recycling Event to residents, local businesses, and community members an opportunity to safely recycle electronics, which helps reduce pollution, local contamination, and clutter while conserving landfill space.

The applicant's request to waive the Special Event Permit fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by recognizing that the non-profit organization of the Irwindale Chamber of Commerce is providing a public service that benefits the community.

Fiscal Impact:

The approval of this item will result in a loss of \$150.00 in the General Fund revenue for Fiscal Year 2023-2024.

Attachments:

1. Resolution No. 2023-73-3451
2. Application for Fee Adjustment of a Special Event Permit
3. Fee Adjustment Policy

City of Irwindale
Application for Fee Adjustment

Property Owner Absolute International Security

Address 5155 Irwindale Ave., Irwindale, CA, 91706

Phone (626) 858-7188

Location of property to be improved/developed: _____

Absolute International Security Parking Lot (5155 Irwindale Ave., Irwindale, CA, 91706)

Name and description of organization (if applicable):

Irwindale Chamber of Commerce, a 501c(6) non-profit organization

Improvement or development to the property:

Drive-thru E-Waste Recycling Event, a free event open to the community.

Fee(s) requesting to be waived:

Special Event Permit Application Fees

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

Benefit the Community: Supplying residents, local businesses and
community members an opportunity to safely recycle their old electronics.

RESOLUTION NO. 2023-73-3451

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE, A 501(C)(6) NONPROFIT ORGANIZATION, WAIVING SPECIAL EVENT PERMIT FEES FOR AN E-WASTE RECYCLING EVENT

WHEREAS, Irwindale Chamber of Commerce submitted a fee waiver request to waive Special Event Permit fees for an E-Waste Recycling Event to be held on September 23, 2023; and

WHEREAS, the City of Irwindale's Fee Adjustment Policy provides that Special Event Permit fees may be waived or reduced for applicants meeting the following criteria: (1) The applicant is recognized by the IRS as a non-profit or charitable organization; and (2) the applicant is providing a benefit the community by or providing a public service that promotes public health, safety, and welfare; and

WHEREAS, Irwindale Chamber of Commerce is a 501(c)(6) non-profit organization that sponsors programs and services that promote a positive quality of life and a thriving economy for the Irwindale community. The Irwindale Chamber of Commerce has been organized primarily for civic betterment or charitable purposes, which has been organized and established in the City for a minimum continuous period of one year preceding the fee waiver application; and

WHEREAS, the E-Waste Recycling Event held by the Irwindale Chamber of Commerce was a free event, open to the public. The Irwindale Chamber of Commerce provided a benefit to the community by providing a Drive-Thru E-Waste Recycling Event to residents, local businesses, and community members an opportunity to safely recycle electronics, which helps reduce pollution, local contamination, and clutter while conserving landfill space; and

WHEREAS, the City Council desires to grant a fee waiver to the Irwindale Chamber of Commerce for its September 23, 2023, E-Waste Recycling event, as it meets the criteria for a fee waiver according to the City of Irwindale's Fee Adjustment Policy.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, 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 City Council hereby finds that the Irwindale Chamber of Commerce qualifies for a fee waiver in accordance with the City of Irwindale's Fee Adjustment Policy and retroactively waives the Special Event Permit fee of \$150.00 for the E-Waste Recycling Event on September 23, 2023. The City Council hereby finds that the fee waiver serves a valid public purpose in that the Irwindale Chamber of Commerce is a 501(c)(6) non-profit organization within the City of Irwindale that provides a public service that benefits the community by providing a free opportunity to safely recycle electronic waste, which helps reduce pollution, local contamination, and clutter while conserving landfill space.

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED, and ADOPTED this 27th day of September 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-73-3451 was adopted at a regular meeting of the Irwindale City Council held on the 27th day of September 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Resolution No. 2023-73-3451
Page 2

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item 5

Date: September 27, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Consideration of Proposed Personnel Adjustments

City Manager's Recommendation:

- 1) Authorize the proposed personnel adjustments as outlined in this report by **adopting Resolution No. 2023-72-3450** entitled " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-66-3444, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis

Proposed Personnel Adjustments

Public Works Engineering

The Executive Assistant in the Public Works Engineering Department of the city has announced their retirement, effective December 2023. Due to this, staff has reviewed the position's duties

and responsibilities, and considering the needs of the Department, recommends reclassifying the Executive Assistant position (Range 43) to an Administrative Secretary (Range 37).

The current Executive Assistant has been a valuable member of the Public Works Engineering Department, providing administrative support and contributing to the efficient operation of the Department. In addition, they possess institutional knowledge, including familiarity with department-specific processes and procedures. Therefore, to ensure a smooth transition, staff believes it is essential to have the retiring Executive Assistant actively participate in training their successor.

To facilitate a smooth transition, staff has proposed a transition plan where the Executive Assistant will provide comprehensive training and onboarding for the incoming Administrative Secretary. This will include sharing knowledge, processes, and best practices. The transition period will last approximately one month, ensuring the Department's operations are not disrupted. Staff will return to City Council in January 2024 to request approval to unfund the Executive Assistant position.

Information Technology

Staff proposes to unfund the part-time Information Technology Intern position due to the recent hiring of a full-time Information Technology Technician.

Compensation Resolution 2023-72-3450

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

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It was most recently updated August 23, 2023, through the City Council's adoption of Resolution No. 2023-66-3444.

Proposed Resolution No. 2023-72-3450 sets forth the current compensation ranges, position titles, and number of positions for all City classifications. This resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

The list of classifications in the exhibit to Resolution No. 2023-72-3450 reflects the personnel requests outlined in this report.

Fiscal Impact:

The total estimated annual cost to fund one (1) Administrative Secretary position is approximately \$120,000. The total estimated annual cost of the Executive Assistant position is approximately \$158,000. Unfunding the Executive Assistant position and funding an Administrative Secretary position results in an ongoing annual cost savings of approximately \$38,000.

The salary distribution for both the Administrative Secretary and Executive Assistant positions are typically disbursed from the following funds: Building & Safety (20%), Engineering Operations (35%), Environmental Mandates (10%), and Mining Impact Fund (35%).

Staff proposes to continue to fund the Executive Assistant position through December 2023 to allow the current Executive Assistant the opportunity to train and onboard the new Administrative Secretary. Doing so will still result in an overall savings of approximately \$9,000 for Fiscal Year

2023-24. Staff will return to City Council in January 2024 to request approval to unfund the Executive Assistant position.

Unfunding the part-time Information Technology Intern position results in an annual cost savings of approximately \$20,000 to the general fund.

The adoption of Resolution No. 2023-72-3450 authorizes Finance Director to amend Fiscal Year 2023-2024 Adopted Budget to include all changes as stated in this report.

Attachment:

Resolution No. 2023-72-3450

RESOLUTION NO. 2023-72-3450

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING AND REPLACING RESOLUTION NO. 2023-66-3444, AND
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES**

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

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

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

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

WHEREAS, the City Council adopted Resolution No. 2023-66-3444 on August 23, 2023, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to fund one (1), represented, classified full-time Administrative Secretary position, and

WHEREAS, the City desires to unfund one (1) unrepresented, part-time Information Technology Intern position; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Position Ordered Funded.

One (1) represented, classified full-time Administrative Secretary position is hereby ordered funded.

SECTION 3. Personnel Position Ordered Unfunded.

One (1) unrepresented, part-time Information Technology Intern position is hereby ordered unfunded.

SECTION 4. Authorization to Amend Approved FY 2023-2024 Budget.

City staff are directed and authorized to amend the approved FY 2023-2024 Adopted Budget to reflect these changes.

SECTION 5. Applicability to other Governing Documents.

This Resolution shall supersede and replace Resolution No. 2023-66-3444. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that was adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

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

SECTION 6. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

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

SECTION 7. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective September 27, 2023.

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

SECTION 8. Certification.

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

PASSED, APPROVED AND ADOPTED this 27th day of September 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-72-3450 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 27th day of September 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A
CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly	Elected	346.23	346.23	346.23	346.23	346.23
			Monthly		750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	100.2755	105.2894	110.5538	116.0817	121.8861
			Bi-Weekly		8,022.04	8,423.15	8,844.31	9,286.54	9,750.88
			Monthly		17,381	18,250	19,163	20,121	21,127
			Annual		208,573	219,002	229,952	241,450	253,523
Director	Assistant City Manager	1	Hourly	81	84.3587	88.5764	93.0053	97.6558	102.5385
			Bi-Weekly		6,748.69	7,086.12	7,440.42	7,812.46	8,203.08
			Monthly		14,622	15,353	16,121	16,927	17,773
			Annual		175,466	184,239	193,451	203,124	213,280
Director	Chief of Police	1	Hourly	85	94.9798	99.7288	104.7154	109.9510	115.4486
			Bi-Weekly		7,598.38	7,978.31	8,377.23	8,796.08	9,235.88
			Monthly		16,463	17,286	18,151	19,058	20,011
			Annual		197,558	207,436	217,808	228,698	240,133
Director	Community Development Director	1	Hourly	78	78.3351	82.2519	86.3644	90.6827	95.2168
			Bi-Weekly		6,266.81	6,580.15	6,909.15	7,254.62	7,617.35
			Monthly		13,578	14,257	14,970	15,718	16,504
			Annual		162,937	171,084	179,638	188,620	198,051
Director	Director of Engineering/Building Official	1	Hourly	80	82.3010	86.4159	90.7365	95.2736	100.0370
			Bi-Weekly		6,584.08	6,913.27	7,258.92	7,621.88	8,002.96
			Monthly		14,266	14,979	15,728	16,514	17,340
			Annual		171,186	179,745	188,732	198,169	208,077
Director	Finance Director/City Treasurer	1	Hourly	79	80.2933	84.3082	88.5236	92.9495	97.5971
			Bi-Weekly		6,423.46	6,744.65	7,081.88	7,435.96	7,807.77
			Monthly		13,918	14,613	15,344	16,111	16,917
			Annual		167,010	175,361	184,129	193,335	203,002
Director	Public Services Director	1	Hourly	74	70.9678	74.5163	78.2423	82.1543	86.2620
			Bi-Weekly		5,677.42	5,961.31	6,259.38	6,572.35	6,900.96
			Monthly		12,301	12,916	13,562	14,240	14,952
			Annual		147,613	154,994	162,744	170,881	179,425

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Administrative Secretary	2	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Assistant Planner	0	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Building Permit Technician	0	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Code Enforcement Officer	1	Hourly	39	29.9038	31.3990	32.9692	34.6178	36.3486
			Bi-Weekly		2,392.31	2,511.92	2,637.54	2,769.42	2,907.88
			Monthly		5,183	5,443	5,715	6,000	6,300
			Annual		62,200	65,310	68,576	72,005	75,605
ICEA	Deputy City Clerk	0	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Engineering Technician	3	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	1	Hourly	45	34,679.3	36,413.5	38,234.1	40,145.7	42,152.9
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Finance Technician	1	Hourly	36	27,768.3	29,156.7	30,614.4	32,145.2	33,752.4
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Human Resources Specialist	0	Hourly	38	29,174.0	30,632.7	32,164.4	33,772.6	35,461.1
			Bi-Weekly		2,333.92	2,450.62	2,573.15	2,701.81	2,836.88
			Monthly		5,057	5,310	5,575	5,854	6,147
			Annual		60,682	63,716	66,902	70,247	73,759
ICEA	Inclusion Specialist	1	Hourly	37	28,462.5	29,885.6	31,379.8	32,949.0	34,596.6
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Janitor	1	Hourly	20	18,705.3	19,640.4	20,622.6	21,653.8	22,736.5
			Bi-Weekly		1,496.42	1,571.23	1,649.81	1,732.31	1,818.92
			Monthly		3,242	3,404	3,575	3,753	3,941
			Annual		38,907	40,852	42,895	45,040	47,292
ICEA	Library Technician	1	Hourly	29	23,360.6	24,528.8	25,755.3	27,043.3	28,395.7
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Maintenance Aide	4	Hourly	25	21,163.5	22,221.6	23,332.7	24,499.5	25,724.5
			Bi-Weekly		1,693.08	1,777.73	1,866.62	1,959.96	2,057.96
			Monthly		3,668	3,852	4,044	4,247	4,459
			Annual		44,020	46,221	48,532	50,959	53,507

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	1	Hourly	43	33.0082	34.6587	36.3918	38.2115	40.1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
ICEA	Maintenance Worker I	0	Hourly	31	24.5433	25.7707	27.0591	28.4120	29.8327
			Bi-Weekly		1,963.46	2,061.65	2,164.73	2,272.96	2,386.62
			Monthly		4,254	4,467	4,690	4,925	5,171
			Annual		51,050	53,603	56,283	59,097	62,052
ICEA	Maintenance Worker II	6	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Office Specialist	3	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Planning Technician	1	Hourly	36	27.7683	29.1567	30.6144	32.1452	33.7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Police Records Clerk	0	Hourly	28	22.7913	23.9308	25.1274	26.3837	27.7029
			Bi-Weekly		1,823.31	1,914.46	2,010.19	2,110.69	2,216.23
			Monthly		3,951	4,148	4,355	4,573	4,802
			Annual		47,406	49,776	52,265	54,878	57,622
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	25.1567	26.4144	27.7351	29.1216	30.5779
			Bi-Weekly		2,012.54	2,113.15	2,218.81	2,329.73	2,446.23
			Monthly		4,361	4,579	4,807	5,048	5,300
			Annual		52,326	54,942	57,689	60,573	63,602
ICEA	Police Services Specialist	1	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Recreation Assistant	0	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Bus Driver	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Center Assistant	1	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Senior Center Specialist	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Code Enforcement Officer	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Senior Recreation Leader	3	Hourly	19	18.2495	19.1620	20.1202	21.1264	22.1827
			Bi-Weekly		1,459.96	1,532.96	1,609.62	1,690.12	1,774.62
			Monthly		3,163	3,321	3,488	3,662	3,845
			Annual		37,959	39,857	41,850	43,943	46,140

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Assistant City Engineer	1	Hourly	64	55.4399	58.2120	61.1226	64.1788	67.3880
			Bi-Weekly		4,435.19	4,656.96	4,889.81	5,134.31	5,391.04
			Monthly		9,610	10,090	10,595	11,124	11,681
			Annual		115,315	121,081	127,135	133,492	140,167
IMEA	Assistant Engineer	0	Hourly	52	41.2226	43.2837	45.4481	47.7207	50.1067
			Bi-Weekly		3,297.81	3,462.69	3,635.85	3,817.65	4,008.54
			Monthly		7,145	7,503	7,878	8,272	8,685
			Annual		85,743	90,030	94,532	99,259	104,222
IMEA	Assistant to the City Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Associate Engineer	1	Hourly	56	45.5024	47.7774	50.1663	52.6745	55.3082
			Bi-Weekly		3,640.19	3,822.19	4,013.31	4,213.96	4,424.65
			Monthly		7,887	8,281	8,696	9,130	9,587
			Annual		94,645	99,377	104,346	109,563	115,041
IMEA	Associate Planner	1	Hourly	49	38.2793	40.1933	42.2029	44.3130	46.5288
			Bi-Weekly		3,062.35	3,215.46	3,376.23	3,545.04	3,722.31
			Monthly		6,635	6,967	7,315	7,681	8,065
			Annual		79,621	83,602	87,782	92,171	96,780
IMEA	Benefits Administrator	1	Hourly	58	47.8058	50.1962	52.7058	55.3409	58.1077
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864
IMEA	Chief Deputy City Clerk	1	Hourly	58	47.8058	50.1962	52.7058	55.3409	58.1077
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Community Development Manager/City Planner	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Construction Compliance Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Economic Development Coordinator	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Executive Assistant	1	Hourly	43	33.0082	34.6587	36.3918	38.2115	40.1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
IMEA	Finance Manager	1	Hourly	68	61.1952	64.2548	67.4678	70.8413	74.3837
			Bi-Weekly		4,895.62	5,140.38	5,397.42	5,667.31	5,950.69
			Monthly		10,607	11,138	11,694	12,279	12,893
			Annual		127,286	133,650	140,333	147,350	154,718
IMEA	Housing Coordinator	1	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Human Resources/Risk Manager	1	Hourly	67	59.7029	62.6880	65.8226	69.1139	72.5697
			Bi-Weekly		4,776.23	5,015.04	5,265.81	5,529.12	5,805.58
			Monthly		10,349	10,866	11,409	11,980	12,579
			Annual		124,182	130,391	136,911	143,757	150,945

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Information Technology Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Management Analyst	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Police Captain	1	Hourly	77	77.9548	81.8524	85.9452	90.2423	94.7543
			Bi-Weekly		6,236.38	6,548.19	6,875.62	7,219.38	7,580.35
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,089
IMEA	Police Lieutenant	1	Hourly	71	67.2197	70.5808	74.1096	77.8149	81.7058
			Bi-Weekly		5,377.58	5,646.46	5,928.77	6,225.19	6,536.46
			Monthly		11,651	12,234	12,846	13,488	14,162
			Annual		139,817	146,808	154,148	161,855	169,948
IMEA	Project Manager - Construction Compliance	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Project Manager - Mining	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Public Works Services Manager	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Recreation Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Recreation Supervisor	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Senior Center Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Senior Finance Analyst	1	Hourly	51	40.2168	42.2279	44.3394	46.5563	48.8841
			Bi-Weekly		3,217.35	3,378.23	3,547.15	3,724.50	3,910.73
			Monthly		6,971	7,320	7,686	8,070	8,473
			Annual		83,651	87,834	92,226	96,837	101,679
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Planner	1	Hourly	55	44.3923	46.6120	48.9428	51.3899	53.9596
			Bi-Weekly		3,551.38	3,728.96	3,915.42	4,111.19	4,316.77
			Monthly		7,695	8,079	8,483	8,908	9,353
			Annual		92,336	96,953	101,801	106,891	112,236

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective September 27, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	54.9014	57.6466	60.5288	63.5553	66.7332
			Bi-Weekly		4,392.12	4,611.73	4,842.31	5,084.42	5,338.65
			Monthly		9,516	9,992	10,492	11,016	11,567
			Annual		114,195	119,905	125,900	132,195	138,805
IPOA	Police Officer	19	Hourly	52	41.8433	43.9356	46.1322	48.4389	50.8611
			Bi-Weekly		3,347.46	3,514.85	3,690.58	3,875.12	4,068.88
			Monthly		7,253	7,616	7,996	8,396	8,816
			Annual		87,034	91,386	95,955	100,753	105,791
IPOA	Police Dispatcher/Clerk	5	Hourly	38	28.7510	30.1885	31.6981	33.2832	34.9471
			Bi-Weekly		2,300.08	2,415.08	2,535.85	2,662.65	2,795.77
			Monthly		4,984	5,233	5,494	5,769	6,058
			Annual		59,802	62,792	65,932	69,229	72,690

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	2	19	18.25	19.16	20.12	21.12	22.18
Library Aide	1	26	21.69	22.78	23.92	25.11	26.37
Civil Engineering Technician	0	33	25.78	27.07	28.43	29.85	31.34

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	18.21
Assistant Pool Manager	22.74
Bus Driver	25.78
Communications Specialist	33.00
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	19.61
Finance Assistant	22.18
Intern	20.68
Library Page	19.61
Lifeguard	18.66
Office Specialist	23.36
Police Officer Trainee	36.98
Recreation Aide	18.21
Reserve Police Officer	41.84
Senior Center Aide	18.21
Senior Library Page	21.64
Senior Lifeguard	20.59
Summer Youth Worker	15.50
Tutor	20.68

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

City of
IRWINDALE
AGENDA REPORT

CC Item 6

Date: September 27, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve a Professional Contract Services Agreement with ECORP Consulting, Inc for the preparation of CEQA documents for the construction of a ±105,000 square foot speculative industrial building with associated parking for the property located at 15715 Arrow Highway (APN: 5619-001-059).

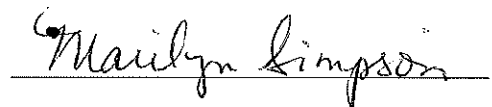
City Manager's Recommendation:

- 1) That the City Council approve the attached contract with ECORP Consulting, Inc. for the preparation of an Initial Study with a Mitigated Negative Declaration and/or an Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 15715 Arrow Highway, Irwindale, CA 91706.

Administrative Action:

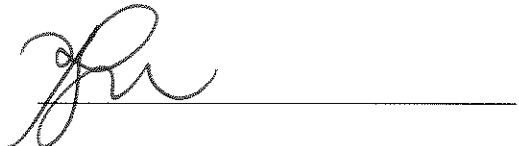
Submitted by:

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



Prepared by:

Brandi Jones, Senior Planner

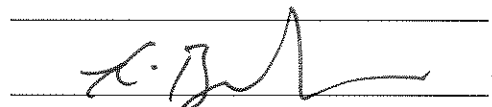


Reviewed by:

Adrian R. Guerra, City Attorney

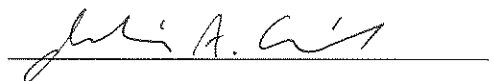
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

RIF III-Irwindale LLC, the Applicant, submitted a request for the construction of a ±105,000 square foot speculative industrial building with associated parking for property located at 15715 Arrow Highway (APN: 5619-001-059), in the M-2 (Heavy Manufacturing) zone (Project). The application includes a request for a Site Plan and Design Review (DA) and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

After soliciting proposals through a Request for Proposals process, Planning Staff reviewed eleven (11) proposals from consulting firms, interviewed six of the consulting firms, and is now recommending the retention of ECORP Consulting, Inc. to complete the CEQA work necessary to obtain entitlements for this Project. The Contract Services Agreement with ECORP Consulting, Inc. is for an amount not to exceed \$291,511.00, and is attached with this report. The Initial Study conducted by ECORP Consulting, Inc. will determine the type of CEQA document to be prepared (Initial Study with a Mitigated Negative Declaration or Environmental Impact 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 ECORP Consulting, 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 ECORP Consulting, Inc., any other consultant retained for the Project, and the City Attorney's office for work related to the land use entitlements.

ATTACHMENT

- A. Agreement for Contract Services with ECORP Consulting, Inc. (including cost proposal)

ATTACHMENT "A"
AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND ECORP CONSULTING, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 27th day of September 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and ECORP Consulting, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, 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 Municipal Code, 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 make 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 therefor. 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 TWO HUNDRED AND NINETY-ONE THOUSAND AND FIVE HUNDRED AND ELEVEN DOLLARS (\$291,511.00) (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 two (2) 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:

<u>Anne Surdzial</u> (Name)	<u>Vice President</u> (Title)
<u>Lisa Westwood</u> (Name)	<u>Vice President</u> (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 (3) 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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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 Guerra, City Attorney

CONSULTANT:

ECORP CONSULTING, INC., a
California corporation

By: _____
Name: Anne Surdzial
Title: Vice President
Address: 215 N. 5th Street
Redlands, CA 92374

By: _____
Name: Lisa Westwood
Title: Vice President
Address: 2861 Pullman Street
Santa Ana, CA 92705

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

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR

DATE OF DOCUMENT

OTHER _____

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 work and prepare CEQA documents necessary to obtain entitlements for the construction of a ±105,000 square-foot speculative concrete tilt-up building on an approximately 4.92 acre project site located at 15715 Arrow Highway (APN: 5619-001-059) ("Project"), including, but not limited to, the following (herein after referred to collectively as "Services"):**

C – SCOPE OF WORK

Task 1 – Kickoff Meeting

The ECORP Team will schedule and conduct a project kickoff meeting with City staff within one (1) week of the notice to proceed (NTP). The purpose of the meeting will be to establish communication protocol, confirm the scope and schedule, identify project stakeholders and agencies to be consulted, and identify any remaining data to be transferred. A site visit will be conducted in conjunction with the project kickoff.

Task 2 – Technical Reports

Team member Group Delta will prepare the Phase I Environmental Site Assessment and Geotechnical Report, KOA will prepare the traffic analysis, and PACE will provide review of the Applicant provided hydrology analysis and water quality analysis. ECORP will prepare the following technical studies: air quality, greenhouse gas emissions, health risk assessment, biological resources desktop survey, energy analysis, cultural resources report, AB 52 Consultation Assistance, paleontological resources analysis, and noise analysis. The approach to preparation of these studies is provided below.

2.1 Air Quality/Greenhouse Gas Emissions Assessment (ECORP)

The assessment of air quality and greenhouse gas (GHG) emissions will quantify short-term (i.e., construction) and long-term (i.e., operational) emissions generated by the Proposed Project using the most recent version of the California Emissions Estimator Model (CalEEMod™) software. CalEEMod™ is a statewide land use emissions computer model designed to quantify pollutant emissions associated with operations from a variety of land use projects. Project criteria air pollutant and GHG emissions will be compared to the thresholds of significance promulgated by the South Coast Air Quality Management District (SCAQMD), including SCAQMD's recommended Localized Significance Thresholds (LSTs). LSTs were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). ECORP proposes to evaluate potential air quality and GHG emission-related impacts in a technical report. The analysis will be supported by modeling documentation, which would be included as an appendix to the technical report. The Air Quality and Greenhouse Gas Emissions Assessment Report will be the source of the analysis contained in the CEQA document.

Deliverables:

- ❖ One (1) electronic version of the Air Quality and Greenhouse Gas Emissions Assessment Report

2.2 Construction Health Risk Assessment (ECORP)

The Project Site is located in close proximity to existing sensitive land uses, such as the urgent care directly across Arrow Highway from the Project and residences fronting Hidalgo Street. Project construction would employ the use of heavy-duty offroad equipment, a source of the toxic air



contaminant (TAC) and diesel particulate matter (DPM). ECORP will prepare a Construction Health Risk Assessment (HRA) to address the Proposed Project's construction health impacts on nearby receptors, per CEQA guidelines. Project emissions calculations will be combined with regulatory and industry-based specifications to quantify emissions of TACs. The air dispersion modeling for the Construction HRA will be performed using the U.S. EPA AERMOD dispersion model with unitized emissions of 1 gram per second. AERMOD is a steady-state, multiple-source, Gaussian dispersion model designed for use with emission sources situated in varying terrain. AERMOD requires hourly meteorological data consisting of wind vector, wind speed, temperature, stability class, and mixing height. Health risk modeling associated with the identified TAC concentrations will be completed using the calculated emissions, AERMOD source receptor grids and the HARP2 model with regulatory default settings. HARP2 implements the latest regulatory guidance health risk factors and exposure parameters to provide gridded health risk in the Project Area.

The Construction HRA would be prepared in accordance with SCAQMD guidance. The modeled concentrations will be used to estimate the increased cancer risk and health hazard in accordance with the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) *Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment*. The assessment will present background information on TACs and health risks, the assumptions used for the modeling and modeling methodology and the results of the analysis. Pollutant concentrations and corresponding health risk from Project construction activities will be identified.

ECORP proposes to evaluate potential health risks from Project construction as a component of the Air Quality and Greenhouse Gas Assessment Report. The analysis will be supported by modeling documentation, which would be included as an appendix to the report. A streamlined analysis of the Construction HRA will also be included in the Air Quality section of the CEQA document.

Deliverables:

- ❖ One (1) electronic version of the Construction Health Risk Assessment contained within the Air Quality and Greenhouse Gas Emissions Assessment Report
- ❖ One (1) streamlined analysis contained within the Air Quality section of the CEQA document

2.3 Operational Health Risk Assessment (ECORP)

The Project proposes warehouse space that would be utilized by heavy trucks, a source of the TAC, DPM. As such, ECORP proposes to prepare an Operations HRA for the Proposed Project. Like the proposed Construction HRA, the air dispersion modeling for the Operations HRA will be performed using the U.S. EPA AERMOD dispersion model with unitized emissions of 1 gram per second. Health risk modeling associated with the identified DPM concentrations will be completed using the calculated emissions, AERMOD source receptor grids, and the HARP2 model with regulatory default settings. Like the Construction HRA, the Operations HRA will be prepared in accordance with the SCAQMD's guidance, and the modeled concentrations will be used to estimate the increased cancer

risk and health hazard in accordance with OEHHA's guidance. The assessment will present background information on TACs and health risks, the assumptions used for the modeling and modeling methodology, and the results of the analysis.

ECORP will require the completed Traffic Impact Assessment to complete the Operations HRA. The Operations HRA will be prepared as a component of the Air Quality and Greenhouse Gas Assessment Report. The analysis will be supported by modeling documentation, which would be included as an appendix to the technical report. A streamlined analysis of the Operations HRA will also be included in the Air Quality section of the CEQA document.

Deliverables:

- ✦ One (1) electronic version of the Operations Health Risk Assessment contained within the Air Quality and Greenhouse Gas Emissions Assessment Report
- ✦ One (1) streamlined analysis of the Operations Health Risk Assessment contained within the Air Quality section of the CEQA document

2.4 Biological Resources Due Diligence Assessment and Report (ECORP)

ECORP will conduct a biological resources due diligence assessment of the Project Site, identify any potential biological constraints to development and, if applicable, make recommendations based on the findings. Prior to conducting the due diligence assessment, the biologist will conduct queries of the latest versions of the CDFW, California Natural Diversity Data Base (CNDDB), and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Plants. A review of USFWS National Wetlands Inventory (NWI) mapping will be conducted to identify whether any blue line streams are present on the Project Site that could require a formal aquatic resources delineation. Based on the literature review, the biologists will identify the sensitive and/or listed species that could occur on the proposed Project Site.

Once the literature review is completed, ECORP biologists will conduct a brief biological reconnaissance survey to document the site conditions and assess the existing structure that will be demolished for its potential as bat roosting habitat (several sensitive bat species are known to roost in buildings). The survey will be conducted by visiting and walking the perimeter of the existing structure to assess the potential for sensitive biological resources (including roosting bats) to be found there. A list of both plant and animal species observed will be kept during the survey. Representative photographs will be taken of the area to document site conditions at the time of the survey. If any sensitive biological resources are discovered during the survey within the Project Site, or immediately adjacent to the Project Site, their location will be recorded using a Global Positioning System (GPS) equipped with sub-meter accuracy and the City will be notified.

Following the literature review and reconnaissance survey, ECORP will prepare a Biological Due Diligence Assessment Letter Report that details the results of the literature review and field survey. The report will include a summary of the biological setting of the Project Site, a Project description,

Project location, discussion of survey methods and results, and potential biological constraints to the proposed development. If appropriate, the report will also include an impacts assessment and recommended mitigation measures consistent with the requirements of CEQA. If necessary, recommendations for additional work, including focused surveys for sensitive species, will be discussed in the report. ECORP will submit one electronic copy of the draft Biological Due Diligence Assessment Letter Report to the City. After receiving one round of complete comments, a final version of the Biological Due Diligence Assessment Letter Report will be submitted electronically.

This scope of work does not include focused (protocol-level) surveys, an aquatic resources delineation, or coordination with the regulatory agencies. If those services are determined to be necessary, a separate scope of work and cost estimate for those services will be provided.

Deliverables:

- ◆ Draft and Final versions of the Biological Due Diligence Assessment Letter Report

2.5 Cultural Resources Inventory (ECORP)

ECORP will carry out a cultural resources inventory of the 4.92-acre Project Area. The scope of work for the cultural resources inventory includes a records search of the California Historical Resources Information System (CHRIS) and literature review for the Project Area, a Sacred Lands File search with the Native American Heritage Commission (NAHC), a request of information from local historical societies (if any), a pedestrian field survey of the Project Area, and preparation of a cultural resources inventory report. The cultural resources inventory will be conducted under the direct supervision of a Registered Professional Archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology. This study will be conducted pursuant to compliance with CEQA and Section 106 of NHPA and its implementing regulations in 36 CFR 800.

ECORP will request a records search of the CHRIS from the South Central Coastal Information Center (SCCIC) located on the California State University, Fullerton campus. The CHRIS records search will identify the locations and extent of previous surveys conducted within one mile of the Project Area and will determine if there are any known archaeological or built environment resources (i.e., pre-contact [prehistoric] or historic archaeological sites or historic-period features) located within or near the Project Area. The CHRIS records search will identify resources listed on or determined eligible for listing on the NRHP) and/or the CRHR located within or near the Project Area.

ECORP will request a search of the Sacred Lands File from the NAHC. The Sacred Lands File search will identify any known sensitive or sacred Native American resources located within or near the Project Area. It should be noted that the Sacred Lands File search will not constitute consultation in compliance with Senate Bill (SB) 18, Assembly Bill (AB) 52, or Section 106 of NHPA. SB 18 and Section 106 consultation are separate processes from cultural technical studies and are not included in this scope of work. AB 52 consultation assistance is described as part of Task 3.



ECORP will contact local historical societies (if any) seeking information about the history of the Project Area. Local historical societies are often able to provide additional information about an area that CHRIS or the NAHC may not have. It should be noted that this contacting of local historical societies does not constitute stakeholder outreach and is solely for the purpose of seeking information about the Project Area.

ECORP will complete a field survey of the 4.92-acre Project Area. An ECORP archaeologist will conduct a pedestrian survey of all accessible areas within the Project Area using pedestrian transect intervals spaced 10 to 15 meters apart, where possible. The Project Area will be examined for evidence of archaeological and built environment resources, including pre-contact and historic-period (i.e., over 50 years of age) archaeological deposits and features. If any resources are identified in the Project Area, the location and nature of the resources will be preliminarily noted in accordance with the standards of the California Office of Historic Preservation (OHP). For costing purposes, ECORP assumes that no resources will be observed in the Project Area during survey. A separate scope and cost will be prepared for any recording of resources and evaluation of eligibility to be included in the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP) based on the level of effort required.

ECORP will prepare a cultural resources inventory report that is co-compliant with CEQA and Section 106 of the NHPA to document the methods and results of the CHRIS records search, Sacred Lands File search, and field survey. The report will include a brief summary of the environmental setting and cultural background of the Project Area. The report will also present recommendations for further work, if needed, to evaluate any archaeological and built environment resources that may have been identified by the survey.

Deliverables:

- ❖ One (1) electronic version of the Cultural Resources Inventory Report

2.6 Energy Consumption Assessment (ECORP)

ECORP proposes to analyze Project energy consumption in a technical report where potential impacts related to Project energy consumption will be assessed against the Office of Planning and Research's proposed standards of significance: i.e., whether the Project result in the wasteful, inefficient, or unnecessary consumption of energy, or wasteful use of energy resources; and, whether the Project would conflict with an applicable plan for renewable energy or energy efficiency. There are no established thresholds of significance, statewide or locally, for what constitutes a wasteful, inefficient, and unnecessary consumption of energy for proposed industrial warehousing. Therefore, for the purposes of this analysis, the amount of energy necessary for both Project construction and operation will be quantified and compared to that consumed in Los Angeles County as a whole. Where appropriate, the analysis would be supported by modeling documentation, which would be included as an appendix to the report. The Energy Consumption Assessment will be the source of the analysis contained in the Energy section of CEQA document.

Deliverables:

- ✦ One (1) electronic version of the Energy Consumption Assessment

2.7 Geology and Soils (Group Delta)

A geotechnical study will be conducted to identify and evaluate significant potential impacts at the site as required by CEQA guidelines. Our services will consist of reviewing readily available geotechnical and geological information, performing a preliminary reconnaissance-level site visit to observe site conditions and identify any geologic hazards if existing, and preparing a Geotechnical Study Report that will contain a project and site description, geologic conditions and hazards, and geotechnical impacts and mitigation.

The Geotechnical Study Report will address the following:

- ✦ Site conditions and observations from the site visit
- ✦ General geology and ground water conditions
- ✦ Seismic hazards including fault rupture, seismic ground shaking, liquefaction and liquefaction induced settlement and lateral spreading
- ✦ Slope stability (landslides) and seismically induced landsliding
- ✦ Geotechnical impacts including potential for expansive and collapsible soil
- ✦ Geotechnical considerations pertain to the site rough grading and general earthwork
- ✦ Potential for on-site infiltration

This scope of work does not include any field investigation. It is our expectation that existing geotechnical reports for the site, if available, will be provided prior to the start of work for inclusion in the evaluation.

Deliverables:

- ✦ One (1) electronic version of the Geotechnical Study Report

2.8 Phase I ESA (Group Delta)

Group Delta will perform a Phase I ESA for the designated Project Site in accordance with the ASTM 1527-21. This version of the ASTM standard complies with the Federal All Appropriate Inquiry (AAI) rule (40 CFR Part 312 – Standards and Practices for All Appropriate Inquiries). The Phase I ESA will be managed by an Environmental Professional in general accordance with the AAI rule and the ASTM 1527-21 requirements. The ESA report will provide a discussion of any identified recognized environmental conditions (RECs) and areas of concern.

Group Delta's proposed scope of services includes an ESA report including records review of available environmental databases, environmental lien and title review, public and private records of current and historical land use, relevant files from federal, state, local agencies and environmental



sources, regulatory correspondence, and environmental reports. Group Delta will also perform a site reconnaissance to observe the property and its current use. At the permission of the property owner, photographs will be taken to document conditions observed. Group Delta will interview the ESA user and available key site personnel who may have historical environmental information for the Site. Interviews may be conducted with prior owners and/or occupants in order to obtain information indicating RECs in connection with the property.

Deliverables:

- ✦ One (1) electronic version of the Phase I ESA

2.9 Hydrology/Drainage Analysis (PACE)

PACE will evaluate Applicant provided Project reports, calculations, and plans related to Hydrology and Water Quality, to support project CEQA documentation. PACE will evaluate the Project's Hydrology Report/ calculations/plans provided by the Project Applicant to determine impacts of the Project related to hydrology and water quality.

Existing Drainage Technical Information/Studies. Provide engineering services related to technical research and investigation of previous studies/technical data that directly influence assessment of the hydrologic impacts of the Project. Obtain the existing additional available technical studies and updated background data from the local jurisdictional agencies related to the existing flood hazard mapping or floodplain studies, dam inundation studies, municipal drainage masterplans, and watershed hydrologic information for the watershed area. PACE will evaluate the Project reports based on:

- ✦ Engineering data
- ✦ Environmental background information
- ✦ Design data
- ✦ Physical constraints
- ✦ Project design objectives
- ✦ Regulatory/environmental controls

Additional information will include review of the plans for the existing offsite/adjacent drainage facilities, such as the existing offsite municipal drainage facilities.

Evaluate Project Information. PACE will review the hydrology designs, calculations, and reports provided by the Project to determine if engineering standards have been followed and overall adequacy of the design and documentation provided by the Project.

Evaluate Project Compliance with Applicable Standards. PACE will evaluate the Project documentation for compliance with applicable standards related to Project impacts on the environment and on surrounding properties and receiving waters. PACE review will include

regulations such as peak discharge limitations, increases in discharge rate, volume, acceptance of offsite flows, etc. The PACE review is not intended to address items such as City design standards that do not impact the environment or offsite properties.

Assessment of Project Impacts. PACE will prepare an assessment of Project impacts related to hydrology and water quality. A narrative assessment or quantitative assessment will be prepared as appropriate based on the Project materials available for review.

Project Meetings. PACE will attend internal team meetings, which include coordination, communication, and technical consultation with the Project Team during the technical investigation and planning process. This includes meetings at regular intervals to discuss the progress of the study and provide clarifications to assist the Project planning.

Deliverables:

- A technical memo documenting:
 - Review of overall compliance with engineering standards and adequacy of design
 - Compliance with applicable regulations and standards
 - Assessment of Project impacts related to hydrology

2.10 Water Quality Analysis (PACE)

Review of Water Quality Plans and Reports. Review Applicant provided Project reports, calculations, and designs related to water quality management. Anticipated materials available for review include Project WQMP and LID report, plans for water quality BMPs and other facilities, design calculations.

Evaluate Project Information. PACE will evaluate Project-proposed facilities in light of standard engineering practice. PACE review shall include overall adequacy of documentation, completeness of documentation provided by the Project, and completeness of the Project documentation to support impacts analysis.

Evaluate Project Compliance with Applicable Standards. PACE will evaluate Project-proposed facilities considering applicable water quality regulations such as the LA County MS4 permit and LA County LID Manual.

Assessment of Project Impacts. PACE will assess Project impacts and prepare narrative or quantitative evaluation for use in CEQA documentation.

Project Meetings. PACE will attend internal team meetings, which include coordination, communication, and technical consultation with the Project Team during the technical investigation and planning process. This includes meetings at regular intervals to discuss the progress of the study and provide clarifications to assist the Project planning.



Deliverables:

- ❖ A technical memo documenting:
 - Review of overall compliance with engineering standards and adequacy of design
 - Compliance with applicable regulations and standards
 - Assessment of Project impacts related to hydrology and water quality

2.11 Noise Impact Assessment (ECORP)

The evaluation of noise impacts associated with the Project will be completed by staff members who are noise experts. The applicable noise criteria for the Project Site will be reviewed and discussed for land uses adjacent to, and nearby, the Project Site as they will be the basis for the Project impact determination and whether mitigation is necessary. To establish the existing ambient noise levels currently experienced at and around the Project Site, ECORP will conduct up to five (5) short-term (15 minutes) measurements in the Project vicinity. ECORP will also calculate the existing traffic noise generated in the Project vicinity using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108) coupled with data provided by the Traffic Impact Assessment prepared for the Project. The combination of the baseline noise survey and the modeled traffic noise will provide a representative understanding of the current noise environment.

Construction would occur during implementation of the Proposed Project. Noise levels from construction sources will be analyzed using the Federal Highway Administration Roadway Construction Noise Model and based on the anticipated equipment to be used. To evaluate the potential health-related effects (physical damage to the ear) from construction noise, construction noise will be evaluated in terms of hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at the nearby residences. In addition to construction noise, an analysis of vibration impacts will be prepared based on the California Department of Transportation's (Caltrans) vibration analysis guidance.

The evaluation of the Project's contribution to noise increases over existing conditions will be addressed. The predominate source of onsite noise would include internal heavy-duty truck maneuvering, including back-up beepers. The analysis of onsite noise will rely on the SoundPLAN 3D noise model, which will be used to calculate the propagation/spread of onsite Project noise levels from onsite Project operations. The SoundPLAN 3D noise model predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings, and barriers. A noise contour graphic will be prepared to depict the noise levels at the surrounding receptors. The modeling results and noise contour graphics will be discussed and summarized in the analysis.

Another major source of noise associated with the Project would be offsite automobile traffic. Potential noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent

Levels (CNEL) will be presented in a tabular format. ECORP will require the completed LOS Analysis or Local Mobility Analysis to complete the evaluation of offsite traffic noise.

ECORP proposes to evaluate noise impacts in a technical report. Where appropriate, the analysis would be supported by modeling documentation, which would be included as an appendix to the report. The Noise Impact Technical Report will be the source of the analysis contained in the Noise Chapter of the environmental document.

Deliverables:

- ❖ One (1) electronic version of the Noise Impact Assessment Report

2.12 Paleontological Resources Assessment (ECORP)

ECORP will conduct a paleontological record search through the Western Science Center (WSC), Hemet, California. The record search results will detail the Project Site's sensitivity to producing paleontological resources as well as any recorded paleontological resources from within the Project area and from within a 1-mile radius. In addition to the record search, a detailed desktop literature review will be conducted on the paleontology of the Project Area. Information about previous surveys and previously recorded paleontological resources will be obtained for the Project Area.

A qualified paleontologist will review the results of the record search obtained from the WSC. Based on the observations and recommendations outlined in the search, a paleontological resources assessment letter report will be drafted discussing the geologic units found within the Project Site and within a 1-mile radius, particularly those units that are sensitive to producing paleontological resources. In addition, a list of paleontological resources that have been documented and curated at the museum from the Project Site and vicinity will be listed. Finally, if there is a likelihood of encountering paleontological resources during project construction, the letter report will recommend mitigation measures to follow during construction activities.

Deliverables:

- ❖ One (1) electronic version of the Paleontological Resources Assessment Letter Report

2.13 Traffic Study (KOA)

KOA has defined a potential study area of seven intersections based on the general project size and access routes along the local area roadway network. The Project is located in close enough proximity to the freeway, and also of relative regional prominence, to require analysis of freeway ramp intersections and freeway mainline segments in the vicinity. The scope of services for the traffic impact analysis includes the following:

Scoping Effort. KOA will create a succinct scoping document including count locations, timeframes, volume types, LOS definitions, scenario definitions, trip generation including trucks and autos, ambient growth cumulative project inputs, and other necessary details. After the City provides comments on or verification of the assumptions, the next step will proceed.

Traffic Data Collection. AM and PM peak-hour vehicle turning movement counts including vehicles and trucks will be conducted from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. at up to seven study intersections, envisioned to be located on local roadways at the perimeter of the Project Site, and along Live Oak Avenue and Arrow Highway from the Project Site to the I-605 freeway interchanges on both roadway corridors.

Trip Generation. A trip generation estimate of the Proposed Project will be created based on a proposed Project Site Plan, total gross floor area of the industrial use, and other operational details that might be available. Passenger car equivalency (PCE) factors will be added based on numbers of trucks with trailers or truck cabs only, if such information can be defined for the land use program or proposed tenants.

Traffic Analysis. An analysis file will be set up to include existing and Project-year baseline scenarios. Study intersection approach lane and signal phasing will be verified in the field. An impacts analysis under existing baseline analysis will be conducted using the existing traffic volumes and estimated project trips. Project year future projections will include ambient growth projections from the Metro CMP, the SCAG RTP, or another source as determined through coordination with the City, and cumulative/planned area Project trips as applicable.

KOA will analyze off-ramp queuing, merge/diverge locations, and mainline flow effects for pre-Project and post-Project conditions at the Live Oak Avenue and Arrow Highway interchanges with the I-605 to the west of the Project Site. The queuing analysis will be based on current Highway Capacity Manual methodologies. This analysis will serve as a specialized analysis within the overall study area, specifically to identify any potential impacts on Caltrans facilities.

Prepare Draft and Final Traffic Impact Analysis Report. KOA will prepare a draft traffic impact study for review by the Client and subsequently by the City (including revisions from Client as necessary). Electronic Word or PDF versions of the document can be provided, and hard copies can also be provided for review as needed. KOA will then incorporate comments and submit the final traffic impact study to the Client and City.

Project Coordination and Meetings. KOA will attend up to four meetings, including but not limited to one kick-off meeting with City staff; one meeting with staff to discuss issues regarding the preparation of the draft document, and two public hearings before the Planning Commission and City Council.

Task 3 – AB 52 Consultation Assistance

ECORP will assist the City in consulting with California Native American tribes under Assembly Bill 52 (AB 52). ECORP will draft all required notification letters, coordinate tribal meetings, maintain the AB 52 administrative record, and provide technical support to the agency in determining whether Tribal Cultural Resources (TCRs) will be significantly impacted by the Project. ECORP will document the consultation process and comments discussed and advise the lead agency on how to conclude the

consultation, as specified by AB 52. This cost is based on time and materials, "best efforts" basis. If the amount of tribal involvement or requests for technical support exceed what can be accommodated by this budget, an amendment would be required to continue assisting the Client.

Deliverables:

- ✦ Draft AB 52 notification, consultation initiation, and consultation conclusion letters

Task 4 – Notice of Intent and Administrative Initial Study/Mitigated Negative Declaration

Draft Notice of Intent (NOI). ECORP will prepare the NOI for the IS/MND. The NOI will include a brief project description, supporting maps, the starting and ending dates for the public review period, project schedule, notice of public hearing, addresses where copies of the IS/MND are available for review, contact information, and other supporting information.

Administrative Draft IS/MND. ECORP will prepare an IS/MND using the approved checklist format from the City or Appendix G of the CEQA Guidelines. ECORP will write a description of the Proposed Project, including the location of the Project Area (including a Project map), a brief description of the environmental setting, an identification of environmental effects using the above-referenced checklist format, a brief substantiation of the checklist entries, and a list of references and preparers. ECORP will provide mitigation measures (if required) that can be developed using existing data. ECORP will prepare the Project Description to include required content pursuant to CEQA Guidelines Section 15124. This will include project location, project objectives, narrative description of project technical and environmental characteristics, proposed uses of the Industrial/Commercial Specific Plan, a construction timeline, intended uses and agencies expected to use the CEQA document, and permit(s) required to implement the project. Agreement between the City and the ECORP Team on the elements of the Project Description before analysis begins will help ensure that the Project stays on schedule and within budget.

Deliverables:

- ✦ Draft Notice of Intent (NOI) document (one electronic file in PDF and Microsoft Word)
- ✦ Administrative Draft MND (one electronic file in PDF and Microsoft Word)
- ✦ Public Review Version of Notice of Intent (NOI) (one electronic file in PDF and Microsoft Word)

Task 5 – Public Review Draft IS/MND

After receipt of one (1) set of integrated, non-conflicting comments on the Administrative Draft IS/MND from the City, ECORP will revise the IS/MND accordingly. The revised IS/MND will be provided to the City in track-changes for ease of review and as a "clean" version. After the City approves the document for public circulation ECORP will prepare the Notice of Completion (NOC) for electronic transmittal of the IS/MND to the State Clearinghouse (SCH) via CEQAnet. Two (2) bound

copies of the IS/MND and two (2) CDs with appendices will be sent the local library. Document deliveries will be sent via overnight and delivery confirmation will be provided to the City.

The NOI will be filed with the Los Angeles County Clerk and the State Clearinghouse. The NOI is required by CEQA to be either 1) posted on-site; 2) mailed to the surrounding property owners; or 3) published in a newspaper of general circulation. The NOI will be distributed (for a 30-day public review period) via one of the three methods listed above.

Deliverables:

- ❖ Public Review Draft IS/MND with City comments incorporated (one electronic file in PDF and Microsoft Word)
- ❖ Notice of Intent (NOI) that meets State requirements (one electronic file in PDF and Microsoft Word)
- ❖ Electronic upload of the IS/MND to the SCH CEQAnet
- ❖ NOI filing with County Clerk and NOC for SCH
- ❖ NOI newspaper ad or other preferred method
- ❖ Two (2) bound copies and two (2) CDs with appendices

Task 6 – Response to Comments on IS/MND, Final IS/MND and Mitigation Monitoring and Reporting Program

The Lead Agency (City) must consider any comments received on the MND when making a decision on the Project. For costing, we have assumed that fifty (50) comment letters containing four (4) comments each will be received (or a total of 200 comments). ECORP will collate all public comments and comment letters regarding the IS and prepare written responses to comments in a matrix format. The matrix will be submitted to the City for review. It is assumed that City staff will receive all comments and will forward to ECORP as soon as possible after receipt.

The Final IS/MND will include responses to comments received on the Draft IS/MND, any changes to the Draft IS/MND, and the Mitigation Monitoring and Reporting Program (MMRP, if required), prepared in accordance with CEQA Guidelines Section 15097. ECORP will prepare the MMRP in table format, with input from the City. The MMRP will include all best management practices and mitigation measures identified in the IS/MND and will include the timing, responsible entity, and the method for verifying implementation of the measure.

An Administrative Final IS/MND and MMRP will be prepared, and after review by the City, the Final IS/MND and MMRP will be provided.

Deliverables:

- ❖ Responses to Comments on Public Draft IS/MND
- ❖ Final MND

- ✦ Draft and Final MMRP

Task 7 – Notice of Determination

ECORP will prepare and file the Notice of Determination (NOD) with the Los Angeles County Clerk's office and the State Clearinghouse within five business days of adoption of the MND. Fees associated with the NOD (in 2023) are as follows:

- ✦ NOD – County filing fee of \$75.00 and CDFW CEQA environmental document filing fee of \$2,764.00 (IS/MND).

The County filing fees and the CDFW fee are included in the cost.

Deliverables:

- ✦ NOD (one scanned and stamped electronic file in PDF)
- ✦ Evidence of payment of the County filing fee and the CDFW fee (one scanned electronic file in PDF)

Task 8 – Meetings and Project Management

ECORP will be responsible for meeting with City staff and applicant on a bi-weekly basis as well as one kick-off meeting with City staff and applicant; one meeting with staff to discuss issues regarding the preparation of the draft document, one scoping or community meeting, and two public hearings before the Planning Commission and City Council. It is our understanding based on the City's RFP that the number and frequency of the meetings will be determined in consultation with all parties before the Project begins. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction, and review progress. In addition, it is our understanding that ECORP will be expected to attend periodic meetings of the Planning Commission and City Council.

ECORP will attend Project meetings and coordinate with City staff throughout the CEQA process. For the purposes of budgeting ECORP has made the following assumptions regarding meetings and project management:

Attendance at Project meetings, including:

- ✦ One kickoff meeting with City staff and the applicant (Task 1)
- ✦ One meeting with staff to discuss issues regarding the preparation of the draft CEQA document
- ✦ One scoping or community meeting
- ✦ Two (2) public hearings before the Planning Commission (one meeting) and City Council (one meeting).

Coordination and progress calls with City staff will take place regularly (per the RFP on a bi-weekly basis) throughout the CEQA process. For the purposes of budgeting, we presume that the bi-weekly

meetings will occur twice a month for a total of eight months for a total of 16 meetings, at one hour per meeting. If additional meetings and/or time is required for these bi-weekly meetings, they can be accommodated on a time-and-materials basis.

Deliverables:

- ✦ Meeting/Teleconference agendas
- ✦ Meeting/Teleconference notes, action items
- ✦ Monthly invoices

Optional Environmental Impact Report

If the technical studies and IS identify an impact that would remain significant after mitigation (potentially requiring an Environmental Impact Report [EIR]), then ECORP will immediately notify the City to determine if there may be an architectural or engineering solution to minimize or avoid the impact. If the impact cannot be reduced to less than significant, an EIR will be required as described in the scope of work below. It is our approach that most of the documentation in the EIR will be focused on those issues where more information or analysis was, and a determination of significance could not be made in the IS.

As determined by CEQA, the purpose of an EIR is to provide decision makers, public agencies, and the general public with an objective and informative document that facilitates a basic understanding of the proposed project, including direct, indirect, and cumulative environmental effects. The EIR also identifies feasible mitigation measures to mitigate significant environmental effects. The City will use the EIR to issue permits, agreements, and approvals to implement portions of the Project under its authority.

Tasks E1 through E4 – Project Kickoff, Project Description, Technical Reports, AB 52, and Initial Study

Tasks E1 through E4 would be the same as Tasks 1 through 4 proposed as part of the IS/MND option above. They are listed here for reference:

- ✦ Task E1: Kickoff Meeting
- ✦ Task E2: Technical Reports
- ✦ Task E3: AB 52 Tribal Consultation Assistance
- ✦ Task E4: Initial Study (IS)
- ✦ The IS prepared under Task E4 would be used as part of the Notice of Preparation (NOP) package for the EIR as described below for Task E5.

Task E5 – Notice of Preparation/Scoping Meeting

Notice of Preparation. ECORP will prepare the Notice of Preparation (NOP), soliciting participation in determining the scope of the EIR. The IS (prepared as part of Task E4) will be attached to the NOP.



The IS/NOP will be circulated pursuant to California Public Resources Code Section 21153(a) and CEQA Guidelines Section 15082. ECORP will distribute thirty (30) copies of the approved IS/NOP via certified mail to the Office of Planning and Research, various public agencies whose approval and/or comments are required (Responsible Agencies), agencies with resources affected by the project (Trustee Agencies) and interested parties and groups. The NOP will also be posted at the County Clerk. Within the 30-day public review and comment period, Responsible Agencies, Trustee Agencies, and members of the public may provide comments about the EIR contents and the project in general.

Public Scoping Meeting. A public scoping meeting shall be scheduled to help the City further understand community concerns and support for the Project. A Public Meeting in an Open House format will be held at City, or other venue determined by the City, during the 30-day NOP review period. ECORP will plan and facilitate the meeting, provide exhibits, handouts/fact sheets, and refreshments, and provide staff for the sign-in table. At least one of these staff members will be English-Spanish bilingual. We have assumed that the City will schedule (or provide a contact at the City so that ECORP may schedule) the meeting room, and that tables, chairs, etc. will be provided by the City. The ECORP Project Manager and one other technical staff would attend this meeting. We have assumed that City staff and the Project Applicant will also attend this meeting to answer questions. Depending on the state of the COVID-19 pandemic this may be a virtual meeting.

Deliverables:

- ✦ NOP to OPR/SCH
- ✦ NOP to mailing list and County Clerk
- ✦ Scoping Meeting materials

Task E6 – Administrative Draft EIR

An Administrative Draft EIR will be submitted to the City for review and comment prior to the preparation of the Draft EIR. The EIR will include the topics for which impacts were identified either as “potentially significant” or “less than significant with mitigation incorporated” in the Initial Study (IS) checklist. It is important to carry forward the mitigation required in the IS to the EIR, so that it will be documented in the Mitigation Monitoring and Reporting Program (MMRP). However, it is our approach that most of the documentation in the EIR will be focused on those issues where more information or analysis was required, and a determination of significance could not be made in the IS. In addition, the EIR will discuss the extent to which the project promotes growth directly or indirectly.

The EIR will also analyze up to two alternatives: an alternative of less intensive development, and the No Project Alternative. We have assumed that the City/Project Applicant would provide any information required for the alternatives development. An “alternatives considered but rejected” section will also be included in the EIR.



The EIR will also provide brief discussions of other topics specifically mandated by CEQA, as follows: unavoidable significant impacts, significant irreversible changes, growth-inducing impacts, consistency with applicable general and regional plans, and energy consumption and conservation.

The Administrative Draft EIR will be provided electronically to the City for review and comment. After receipt of one (1) set of integrated comments on the Administrative Draft SEIR from the City, ECORP will revise the EIR accordingly. ECORP is prepared to meet with the City to review the comments. The revised EIR will be provided to the City in track-changes for ease of review and as a "clean" version. Prior to circulation of the Draft EIR a screencheck copy of the document will be provided to the City for approval.

Deliverables:

- ✦ Administrative Draft EIR (Word and PDF)
- ✦ Screencheck Draft EIR (Word and PDF)

Task E7 – Draft EIR and Notices

After review and comment on the Draft EIR, ECORP will revise the EIR and print sufficient copies for public review. We will also prepare the Notice of Completion (NOC) and Notice of Availability (NOA) to accompany the Draft EIR.

The NOA will be filed with the Los Angeles County Clerk and the State Clearinghouse. The NOA is required by CEQA to be either 1) posted on-site; 2) mailed to the surrounding property owners; or 3) published in a newspaper of general circulation. The NOA will be distributed (for a 30-day public review period) via one or more of the three methods listed above.

Two (2) bound copies of the EIR and two (2) CDs (or thumb drives) with appendices will be sent the local libraries. Document deliveries will be sent via overnight and delivery confirmation will be provided to the City.

As of November 3, 2020, the Office of Planning and Research (OPR), State Clearinghouse (SCH) Unit has discontinued accepting hard copies of environmental documents and notices. All agencies are required to submit online to the CEQA Database (CEQAnet), where CEQA notices and documents will be filed and posted. We have assumed that the City will provide authorization for ECORP to submit all environmental documents and notices to the CEQA database on the City's behalf.

Deliverables:

- ✦ Public Review EIR with City comments incorporated (one electronic file in PDF and Microsoft Word)
- ✦ Notice of Availability (NOA) that meets State requirements (one electronic file in PDF and Microsoft Word)
- ✦ Electronic upload of the EIR to the SCH CEQAnet

- ✦ NOA filing with County Clerk and NOC for SCH
- ✦ NOA newspaper ad or other preferred method
- ✦ Two (2) bound copies and two (2) CDs (or thumb drives) with appendices for local libraries

Task E8 – Public Meeting

The scope for the EIR public meeting is the same as that for the IS/MND public meeting (Task 8).

Deliverables:

- ✦ Meeting attendance

Task E9 – Administrative Final EIR/Draft MMRP

ECORP will prepare an Administrative Final EIR, consisting of copies of comment letters received on the Draft EIR during the State-mandated 45-day public review period, responses to these comments, any errata sheets required based on the comments, and the Draft Mitigation Monitoring and Reporting Program (MMRP, if needed as described below). It is assumed that City staff will receive all comments and will forward to ECORP as soon as possible after receipt. We have assumed that up to 50 comment letters will be received each with an average of four (4) comments, or approximately 200 comments total. Beyond that number of comments and/or the time allotted in our budget proposal, ECORP will complete this task on a time and materials basis.

If needed, ECORP will prepare the MMRP (in accordance with CEQA Guidelines Section 15097) to create a legally enforceable mechanism for the implementation of mitigation measures required in the Draft EIR. This document will be included in the Administrative Final EIR and will identify each mitigation measure to be carried out if the Project is implemented, the entity that will be responsible for implementing the mitigation measures, and when it will be implemented.

An electronic version of the Administrative Final EIR and Draft MMRP will be prepared for City review. If necessary, a second round of review and comment on the Administrative Final EIR and Responses to Comments will be scheduled.

Deliverables:

- ✦ Administrative Final EIR (Word and PDF)

Task E10 – Final EIR/Final MMRP

After City comments on the Administrative Final EIR and Draft MMRP, ECORP will prepare the Final EIR and MMRP. We will mail (or provide electronically) the Final EIR to the required agencies and individuals at least 10 days prior to the City's certification of the Final EIR, as required by CEQA. We have assumed printing of two (2) Final EIRs. We will also prepare ten (10) electronic copies for the City in PDF format on compact discs (or thumb drives).

Deliverables:

- ✦ Final EIR (Word and PDF)
- ✦ Two (2) hard copies of Final EIR
- ✦ Ten (10) compact discs or thumb drives with the Final EIR

Task E11 – Statement of Overriding Considerations/Findings

ECORP will prepare findings to allow for certification of the EIR. The findings will summarize significant impacts, present mitigation measures required to reduce impacts to less-than-significant levels, identify the environmentally superior alternative, and permit adoption of the MMRP. If necessary, a Statement of Overriding Considerations (SOOC) will be prepared, in accordance with Section 15093 of the CEQA Guidelines.

Deliverables:

- ✦ Draft and Final SOOC/Findings

Task E12 – Meetings, Project Management, and Notice of Determination

The scope for the EIR City Meetings is the same as that described under the IS/MND option above (Task 8). It should be noted that the Notice of Determination (NOD) fee for an EIR is greater than for and IS/MND. Fees associated with the NOD (in 2023) are as follows:

- ✦ NOD – County filing fee of \$75.00 and CDFW CEQA environmental document filing fee of \$3,839.25 (EIR).

The County filing fees and the CDFW fee are included in the cost.

Deliverables:

- ✦ NOD (one scanned and stamped electronic file in PDF)
- ✦ Evidence of payment of the County filing fee and the CDFW fee (one scanned electronic file in PDF)

D – CONFLICT OF INTEREST

ECORP and our subconsultants have no financial, business, or other relationships with the property owner and applicant Rexford Industrial Realty, Inc.

E – LIMITS OF GENERAL AND PROFESSIONAL LIABILITY INSURANCE

See ECORP's Conflict of Interest statement above. We are aware of no interests to be disclosed from any source that could either give the appearance of a conflict or cause speculation as to the objectivity of ECORP as the preparer of the EIR.



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 the IS/MND is as follows:

B. ECORP'S TOTAL COST TO PERFORM THE WORK IN ITS ENTIRETY

As indicated by Table 2, the total cost for preparation of an Initial Study, Technical Studies, and Mitigated Negative Declaration (MND) is **\$173,212**. The total cost for preparation of an Initial Study, Technical Studies, and EIR is **\$290,111** (Table 3).

Table 2 – Estimated Cost (Initial Study/Mitigated Negative Declaration)

Activity	Cost
Task 1 – Kickoff Meeting	\$930
Task 2 – Technical Reports	
2.1 – Air Quality & Greenhouse Gas Emissions Assessment (ECORP)	\$6,635
2.2 – Construction Health Risk Assessment (ECORP)	\$3,924
2.3 – Operational Health Risk Assessment (ECORP)	\$4,734
2.4 – Biological Resources Due Diligence Assessment and Report (ECORP)	\$4,111
2.5 – Cultural Resources Inventory (ECORP)	\$7,364
2.6 – Energy Consumption Assessment (ECORP)	\$2,940
2.7 – Peer Review of Applicant-Prepared Geotechnical Report (Group Delta)	\$3,262
2.8 – Phase I Environmental Site Assessment (Group Delta)	\$6,510
2.9 – Hydrology/Drainage Analysis Peer Review (PACE)	\$16,646
2.10 – Water Quality Analysis Peer Review (PACE)	\$16,646
2.11 – Noise Impact Analysis (ECORP)	\$7,830
2.12 – Paleontological Resources Assessment (ECORP)	\$4,226
2.13 – Traffic Study (KOA)	\$23,962
Technical Reports Subtotal	\$108,810
Task 3 – AB 52 Consultation Assistance	\$5,300
Task 4 – Prepare CEQA Initial Study/MND	\$26,000
Task 5 – Prepare Public Review Draft MND	\$7,842
Task 6 – Prepare Responses to Comments, Final IS/MND and MMRP	\$12,500
Task 7 – Notice of Determination	\$900
Task 8 – Meetings and Project Management	\$10,930
TOTAL Without Optional Task	\$173,212
OPTIONAL TASK 2.14 Built Environment Resources Evaluation (ECORP)	\$1,400
TOTAL Including Optional Task	\$174,612



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March 8, 2023 ■ 3
P23-088

II. Consultant's proposed budget for services related to EIR, if needed, is as follows:

Table 3 – Cost Breakdown – EIR

Activity	Cost
Task E (Option 2) – Prepare EIR	--
Task E1 – Kickoff Meeting	\$930
Task E2 – Technical Reports	
E2.1 – Air Quality & Greenhouse Gas Emissions Assessment (ECORP)	\$6,635
E2.2 – Construction Health Risk Assessment (ECORP)	\$3,924
E2.3 – Operational Health Risk Assessment (ECORP)	\$4,734
E2.4 – Biological Resources Due Diligence Assessment and Report (ECORP)	\$4,111
E2.5 – Cultural Resources Inventory (ECORP)	\$7,364
E2.6 – Energy Consumption Assessment (ECORP)	\$2,940
E2.7 – Peer Review of Applicant-Prepared Geotechnical Report (Group Delta)	\$3,262
E2.8 – Phase I Environmental Site Assessment (Group Delta)	\$6,510
E2.9 – Hydrology/Drainage Analysis Peer Review (PACE)	\$16,646
E2.10 – Water Quality Analysis Peer Review (PACE)	\$16,646
E2.11 – Noise Impact Analysis (ECORP)	\$7,830
E2.12 – Paleontological Resources Assessment (ECORP)	\$4,226
E2.13 – Traffic Study (KOA)	\$23,982
Technical Reports Subtotal	\$108,810
Task E3 – AB 52 Consultation Assistance	\$5,300
Task E4 – Prepare CEQA Initial Study	\$26,000
Task E5– Notice of Preparation/Scoping Meeting	\$9,839
Task E6 – Administrative Draft EIR	\$56,250
Task E7 – Public Review Draft EIR and Notices	\$23,172
Task E8 – Public Meeting	\$4,993
Task E9 – Administrative Final EIR/Draft MMRP	\$23,770
Task E10 – Final EIR/Final MMRP	\$8,070
Task E11– Statement of Overriding Considerations/Findings	\$10,260
Task E12– Meetings, Project Management, and Notice of Determination	\$12,717
TOTAL Without Optional Task	\$290,111
OPTIONAL TASK 2.14 Built Environment Resources Evaluation (ECORP)	\$1,400
TOTAL Including Optional Task	\$291,511

Cost Assumptions

- Schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the City's needs and other circumstances. ECORP Consulting, Inc. will perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or



ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

March 8, 2023 ■ 4
P23-088

- III. 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.**
- IV. 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.
- V. 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.**

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 two (2) years from the date hereof,**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

G – SCHEDULE OF SERVICES

ECORP is confident we will meet the time frame for the completion of the required CEQA document as detailed in the schedule below. The 30-day AB 52 (for Native American consultation) response period and any related tribal consultation will need to be completed prior to the start of the public review period.

Table 1 – Project Kickoff and Initial Study

Tasks	Timeline
Notice to Proceed/Kickoff Meeting	Week 1
Project Description	Week 3
Initial Study (and technical studies)	Weeks 6-8

Table 1 Option 1 – Mitigated Negative Declaration

Tasks	Timeline
Administrative Draft IS/MND	Week 10 (follows preparation of Initial Study)
City Review	Weeks 11-12
Revised Administrative Draft IS/MND	Week 13
City Review	Week 14
Distribute Public Review Draft IS/MND (30-day Review)	Week 15
Responses to Comments and MMRP	Week 19
City Review	Weeks 20-21
Final IS/MND	Week 23
Public Hearings	TBD

Table 1 Option 2 – EIR

Tasks	Timeline
Notice of Preparation	Week 10 (follows preparation of Initial Study)
Distribute IS/NOP	Week 12
Public Scoping (30 days)	Weeks 12-15
Administrative Draft EIR	Week 18
City Review	Week 19-20
Revise Administrative Draft EIR	Week 22
Distribute Draft EIR, NOC, NOA	Week 24
Draft EIR Public Review (45 days)	Week 31
Response to Comments and MMRP	Week 32
City Review	Week 33-35
Administrative Final EIR, Draft Findings and Statement of Overriding Considerations (if necessary)	Week 38
Final EIR	Week 40
Public Hearings	TBD

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

City of
IRWINDALE
AGENDA REPORT

CC Item 7

Date: September 27, 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 RIF III-Irwindale LLC ("Applicant") for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval, including CEQA, City Attorney, and contract planning costs associated with a proposed industrial building to be located at 15715 Arrow Highway (APN: 8619-001-059).

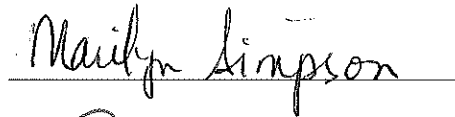
City Manager's Recommendation:

That the City Council approve the attached Project Reimbursement Agreement with RIF III-Irwindale LLC for the reimbursement of costs associated with processing and negotiating permits, entitlements, and proposed Conditions of Approval of the Project, including all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office and contract planning services.

Administrative Action:

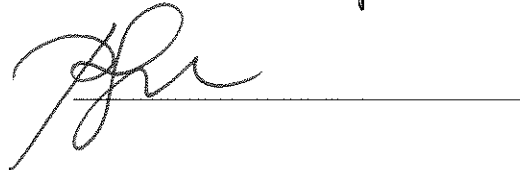
Submitted by:

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



Prepared by:

Brandi Jones, Senior Planner



Reviewed by:

Adrian R. Guerra, City Attorney

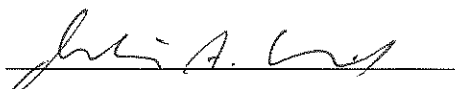
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

RIF III-Irwindale LLC, the Applicant, submitted an application to develop an approximately 105,000 square-foot speculative industrial, concrete tilt-up building for property located at 15715 Arrow Highway, in the M-2 (Heavy Manufacturing) zone. The application includes a request for a Site Plan and Design Review (DA) and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

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, CEQA review and contract planning services. Staff is proposing the retention of ECORP Consulting, Inc. as a consultant to perform the environmental services for the proposed project. The contract with ECORP Consulting 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 \$408,134.08 as an initial deposit to cover the estimated cost for this consultant's work. The deposit amount represents the \$291,511.00 contract service agreement by and between the City and ECORP Consulting, Inc., plus the required 28% administrative fee of \$81,623.08, \$15,000 for additional contract planning services, and \$20,000 for legal review. Additional supplemental deposits may include costs for ECORP Consulting, Inc.'s work as well as for any work by other consultants and attorneys retained for the proposed project.

ATTACHMENT

A. Project Reimbursement Agreement with RIF III-Irwindale LLC

ATTACHMENT "A"
PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of September 27, 2023, by and between the City of Irwindale, a California municipal corporation ("City"), and RIF III-Irwindale LLC, a California limited liability company, ("Developer").

RECITALS

A. Developer has submitted to City an application to develop a speculative concrete tilt-up light industrial buildings at 15715 Arrow Highway, in the City of Irwindale, California ("Project");

C. Pursuant to California Environmental Quality Act ("CEQA"), the Project must be reviewed by City for potential additional environmental impacts. Environmental analysis is required under CEQA for land use entitlements. An Initial Study will be prepared, as part of the preparation of an environmental document for the Project. City will retain the services of outside consultants due to the nature and scope of the Project.

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

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

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

1. Application Processing.

City shall diligently process Developer's application for the Project in compliance with applicable laws and shall cause to be prepared an environmental document for the Project in compliance with the CEQA (California Public Resources Code Section 21000 *et seq.*) and regulations promulgated pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by

City to take any particular action either in favor of or against the merits of Developer's application.

2. Payment.

A. Developer shall be responsible for, and shall reimburse City for, all direct and indirect costs, fees and expenses of City related to review and City's undertaking of the planning, design, and permitting for the Project, including processing and negotiating any permits, entitlements and proposed conditions of approval for the Project. Developer's reimbursement shall be inclusive of any City efforts to facilitate the review and approval of the Project by other agencies, as may be needed, and the processing of the approvals which requires an analysis and approval under CEQA laws and regulations (the "City Costs"). City Costs include, but are not limited to: (a) City Attorneys' fees, at a rate not to exceed \$350.00 per hour including but not limited to, for drafting, negotiating and reviewing this Agreement, contracts with Consultants, contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the planning, design, permitting, and for the processing of the Project approvals, (b) staff time required for drafting, negotiating and reviewing this Agreement, contracts with Consultants, and contracts with other agencies and public agencies, and any documents that the City deems necessary in connection with undertaking of the processing, planning, design, and permitting for the Project; and (c) all costs associated with Sections 2(a) and 2(b) above, including consultant costs and fees; (d) all costs related to studies, reports and design services for the development of any Project-related infrastructure; (e) all costs related to investigations of the Property or the Project; and (f) any other fees and costs deemed necessary by the City in order to process, review, or act upon or complete the Project. Developer's obligation to deposit and reimburse City Costs are in addition to Developer's duty to indemnify, defend, and hold harmless City, as set forth in Section 8, below.

B. Within five (5) days of the City's approval of this Agreement, Developer shall pay to City a lump sum deposit in the amount of FOUR HUNDRED AND EIGHT THOUSAND AND ONE HUNDRED AND THIRTY-FOUR DOLLARS AND EIGHT CENTS (\$408,134.08) ("Initial Deposit"), which deposit represents City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses.

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

D. City shall provide Developer with a monthly accounting of City's use of

the Deposits to pay Expenses within a reasonable time after the end of each calendar month during the term of this Agreement.

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

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

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

4. Conflicts of Interest.

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

B. Developer makes the following warranties for the 12-month period preceding the submission of its application for the Project. Developer warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, the CEQA Consultant or any of the CEQA Consultant's agents

or employees. Developer further warrants that it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code Sections 87100 *et seq.*).

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

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

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

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

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

in writing pursuant to this section.

City:

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

Developer:

RIF III-Irwindale, LLC
Attn: Carlos Serra, EVP Construction &
Development
11620 Wilshire Blvd., Suite 1000
Los Angeles, CA 90025

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

8. Hold Harmless. Developer shall defend, indemnify and hold harmless the City, its elected and appointed officers and employees (collectively, the "Indemnified Parties"), from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including, without limitation, reasonable attorneys' fees) (collectively, "Claims") arising out of a default by Developer of its obligations under this Agreement and the preparation by the City of the 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 Developer as to the subject matter contained herein. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties, which writing expressly refers to this Agreement.

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

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

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

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

“DEVELOPER”:

RIF III-Irwindale LLC, a California limited
liability company

By:_____
Name: Carlos Serra
Title: Executive Vice President,
Development and Construction
Address: 11620 Wilshire Blvd.,
Suite 1000
Los Angeles, CA 90025

By:_____
Name: Bruce Herbkersman
Title: Senior Vice President
Address: 11620 Wilshire Blvd.,
Suite 1000
Los Angeles, CA 90025

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	DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL	_____
☐ CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	_____
☐ PARTNER(S) ☐ LIMITED	_____
☐ ☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT	_____
☐ TRUSTEE(S)	DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR	_____
☐ OTHER _____	_____
_____	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 name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

DATE OF DOCUMENT

OTHER

SIGNER(S) OTHER THAN NAMED ABOVE

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

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

City of
IRWINDALE
AGENDA REPORT

CC Item 8

Date: September 27, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: BSCC Officer Wellness and Mental Health Grant

City Manager's Recommendation:

Receive and file this agenda report, documenting the acceptance of a Board of State and Community Corrections Officer Wellness and Mental Health Grant, approving an agreement with The Counseling Team International (TCTI) for counselling and peer support training services, and authorizing and directing the Chief of Police to enter into such agreement.

Administrative Action:

Submitted by:

Christopher Hofford, Chief of Police
(626) 430-2234

Electronically Approved

Prepared by:

John Fraijo, Captain

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

Background and Analysis:

In an increasingly complex world, police officers deal with a myriad of stressful situations and challenges each day while working to keep the community safe. Confronting danger, responding to crimes in progress, working extended hours, spending time away from family, and other job stressors exact a heavy toll on the mental health and sense of well-being of first responders and their loved ones.

The State of California has recognized the mental health burden that police officers carry. The Board of State and Community Corrections ("BSCC") has provided funding through the Officer Wellness and Mental Health Grant to law enforcement agencies for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

In December 2022, the City received a notice from the BSCC that it had begun processing Officer Wellness and Mental Health Grants, and if eligible for a grant disbursement, the City would receive its grant funds by February 2023. The City was deemed an eligible grant recipient and received grant funds on February 13, 2023.

The Irwindale Police Department has decided to use the funds to retain the services of licensed mental health professionals to provide mental health services to the Department, consistent with the purpose of the Officer Wellness and Mental Health Grant. In conforming to the City's purchasing policy, three quotes were obtained from licensed mental health professional who work with law enforcement agencies to provide these services. One of the quotes obtained was from The Counseling Team International ("TCTI"). TCTI was chosen to provide services to the Irwindale Police Department due to their large network, qualifications, and extensive experience with providing counselling services to law enforcement agencies.

TCTI will provide the following services to the Irwindale Police Department over the term of the Agreement:

- A.** All-Inclusive Services: Consultant shall provide the following services at the following frequencies, for a flat fee of \$2,083.00 per month, not to exceed \$25,000.00 annually:
 - (i) **Orientation Session:** One-time orientation at the commencement of this Agreement with upper command staff, administration and/or peer support at no charge. A video link of the recorded training will

be provided for viewing after the initial orientation. TCTI will provide electronic copies of brochures, flyers, support materials, etc. TCTI can be scheduled to attend one health fair a year.

- (ii) **Professional Short-term Confidential Counseling:** Up to 10 sessions each, annually, for approximately 36 employees, their spouses and their tax-eligible dependents living within the employee's home.
- (iii) **Individual Mental Health Performance Training:** One 60-minute session each, annually, for approximately 36 employees. The goal is to normalize seeing a clinician after a stressful call and destigmatize mental wellness and support stress management. These sessions are different from short-term counseling; no diagnosis or notes are taken.
- (iv) **Basic Peer Support Training:** Single sessions on an as-needed basis for up to five employees annually. One employee per session.
- (v) **Supervisor Referral:** On an as-needed basis. Provide consultations with supervisors regarding problem employees and/or any aspect of the Employee Support Services (ESS).

(vi) **Follow-up Sessions:** On an as-needed basis for employees involved in Critical Incidents. TCTI provides additional services and training for added cost.

Pursuant to the terms of the Officer Wellness and Mental Health Grant, the Irwindale Police Department is required to submit an expenditure report and final impact report regarding the spent grant funds to the Commission on Peace Officer Standards and Training ("POST") no later than December 1, 2025. Therefore, staff is recommending that the City Council approve the agreement with The Counseling Team International (TCTI) for counselling and peer support training services, and authorize and direct the Chief of Police to enter into the agreement.

Fiscal Impact:

There will be no Fiscal Impact to the General Fund.

The BSCC Grant of \$25,000 will cover the full cost of the wellness project and agreement with The Counseling Team International ("TCTI") for a one-year service term. Continued service past the first year will require additional funding. The City may, in its sole discretion, extend the term of the agreement for one additional year.

Attachment:

Attachment A - BSCC Grant Award Letter

Attachment B - TCTI Proposal

Attachment C – Professional Services Agreement between the City and TCTI



DATE: December 21, 2022
TO: Police Chiefs and Sheriffs
FROM: Linda Penner, Chair
SUBJECT: OFFICER WELLNESS AND MENTAL HEALTH GRANT AWARD

I am pleased to let you know that the BSCC has begun processing the Officer Wellness and Mental Health grants, which were included in the Budget Act of 2022. All eligible law enforcement agencies will receive their payment by February 15, 2023. This memorandum provides further information about the purposes of the grant, and requests your assistance in identifying the person in your agency who will be responsible for required data reporting.

This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. This funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code. The Officer Wellness grant is for the purpose of improving officer wellness and expanding mental health sources as follows:

1. Establishing officer wellness units or expanding existing officer wellness units.
2. Establishing peer support units or expanding peer support units.
3. Services provided by a licensed mental health professional, counselor, or other professional that works with law enforcement.
4. Expanding multiagency mutual aid programs focused on officer wellness and mental health.
5. Other programs or services that are evidence based or have a successful track record of enhancing officer wellness.

For further information about this funding and to identify the amount of funding allocated to your agency, please visit the Board of State and Community Corrections' webpage for the Officer Wellness and Mental Health Grant available at <https://www.bscc.ca.gov/officer-wellness-and-mental-health-grant-program/>.

Provision 2 of the Budget Act requires each grant recipient to submit an expenditure report and a final impact report no later than December 1, 2025. Additionally, grant recipients will submit a brief annual expenditure report. Reports will be provided to the Commission on Peace Officer Standards and Training (POST). Detailed information regarding reporting requirements and reporting requirement webinars will be sent out in early 2023.

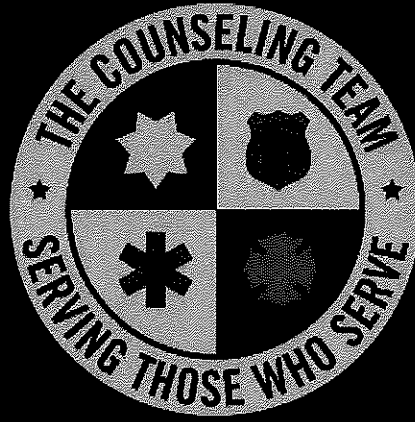
Please send the name and email address of the individual(s) within your agency who will be responsible for the implementation and reporting requirements for this grant to OfficerWellnessGrant@bscc.ca.gov by February 28, 2023 so they may receive additional information regarding detailed reporting requirements, webinars, and deadlines.

If you have any questions regarding this funding distribution, please email OfficerWellnessGrant@bscc.ca.gov and a BSCC staff member will respond.

Sincerely,

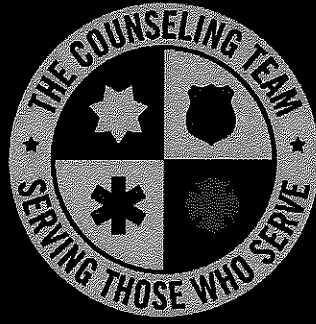
A handwritten signature in black ink, appearing to read "Linda Penner", written in a cursive style.

LINDA PENNER
Chair
Board of State & Community Corrections



Behavioral Health & Wellness Services

Proposal for: **Irwindale Police Department**
March 30, 2023



Our Mission

The Counseling Team International provides exceptional counseling, training, critical incident intervention, psychological testing, and support to emergency service and public safety personnel and their families nationwide.

Our mental health professionals and support staff operate as a team and are dedicated to serving those who serve. Our staff strives to be acknowledged as outstanding leaders by their peers. Our clients' well being is our greatest concern. We honor their trust and confidence in us as we attend to their needs in an environment of mutual trust and confidentiality.

We constantly strive to remain the best mental health organization in the employee support services profession as perceived by those we serve. We fulfill our mission in an ethically and socially responsible manner.

The Counseling Team International

Headquarters
1881 Business Center Drive, Suite 11
San Bernardino, CA 92408
(800) 222-9691

**Satellite offices throughout the country and a national network of
culturally competent clinicians.**

www.thecounselingteam.com

Our History

In 1985, The Counseling Team International (TCTI) began providing employee support services to law enforcement, fire, emergency services and governmental agencies in the State of California, as well as nationwide. The Founder and Director Nancy K. Bohl-Penrod, Ph.D. began contracting with the San Bernardino County Sheriff's Department to provide Stand by Status (SBS) 24/7/365 Critical Incident Stress Management services (CISM) to Sheriff's personnel involved in shootings. This immediate intervention decreased Worker's Compensation claims to such a degree that TCTI was encouraged and asked to expand their services to counseling San Bernardino County Sheriff's Department personnel and their family members for personal problems along with offering many training classes. The Cities of Chino Hills, Colton and Rialto fire departments also wanted services and began contracting with TCTI for their firefighters.

In 1986, training became very important to TCTI's success. Training reaches out to many people who otherwise would not have any contact with the mental health field. TCTI created their training division which develops classes to meet the needs of all they serve. TCTI's Staff are Adjunct Professors for many colleges and universities in Southern California. They have been guest speakers for the Federal Bureau of Investigation (FBI), Bureau of Indian Affairs (BIA), California Highway Patrol (CHP), the Federal Law Enforcement Training Center (FLETC), and the Federal Air Marshal Service (FAMS) as well as many police and fire academies. TCTI's Instructors are certified to teach for the International Critical Incident Stress Foundation (ICISF), Law Enforcement Wellness Association (LEWA), Police Officer Standards of Training (POST), Standards and Training for Corrections (STC), Board of Registered Nursing (BRN), Continuing Education Units (CEU), ICEMA for Emergency Medical Technicians (EMT), paramedics. TCTI also trains for the QPR Institute for suicide prevention and intervention.

In 1987, TCTI's Employee Support Services Program was created to help the employees of companies and/or departments and their eligible dependents in solving personal and emotional problems. The employees and their eligible dependents can call directly for help without going through a supervisor. TCTI's counseling has helped in areas such as stress, depression, marriage and family/relationships, substance abuse, weight control, financial difficulties, suicide ideation and career concerns. The Counseling Team International's Employee Support Program quickly expanded and was offered to many other police and fire departments throughout Southern California.

In addition, in 1987, The Pre-employment Psychological Testing Division was formed by Dr. Larry Davis who was the Director until his retirement. After his retirement in 2005, Dr. Kathleen Wellbrock became the Clinical/Assistant Director. Due to high demand TCTI increased their team of clinical psychologists to help with this division. TCTI's Clinical Psychologists conducting the oral interviews are in compliance with the California Government Code 1031 (f)(2)(B), which obligates TCTI's Clinical Psychologists to meet applicable education and training procedures set forth by the California Peace Officer Standards and Training (POST). TCTI Clinical Psychologists build a personal relationship with the departments and provides the contracts with easy access and good communication.

Our History (continued)

In 1988, Peer Support Programs for law enforcement, fire and other organizations were developed by TCTI. It is one of the most important training programs that TCTI has conducted all over the nation and in Canada. TCTI has trained over 12,000 peer supporters in the Fire, Law Enforcement and EMS Field. TCTI has trained Cal Fire, US Forest Service, California Highway Patrol (CHP), Kansas Highway Patrol (KHP), Washington State Patrol (WSP), Canadian Royal Mounted Police (RCMP), Kaiser Hospitals, The Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), United States Border Patrol (USBP), Federal Air Marshal Service (FAMS), United States Marshal Service (USMS), Bureau of Indian Affairs (BIA), United States Postal Inspectors (USPI) United States Department of Agriculture (USDA)/Office of Inspector General (OIG) and over 100 local law enforcement and fire agencies throughout California.

In 1989, the Crisis Negotiation Team (CNT) for TCTI was formed. Dr. Bohl-Penrod was asked to attend the Federal Bureau of Investigation's (FBI's) Basic and Advanced "Hostage Negotiation" (CNT) training in Quantico, Virginia. Since that time, TCTI has recognized the importance of consulting to law enforcement Crisis Negotiation Teams (CNT). The majority of TCTI's Mental Health Professionals have attended both Basic and Advanced Crisis Negotiation Training (CNT).

TCTI employs a professional support staff to assist the Director and a team of dedicated clinicians and Associates throughout the nation. They are licensed Mental Health Professionals from many disciplines who have responded to major disasters and critical incidents such as:

- 1987 Pacific Southwest Airlines Crash Flight 1771, Cayucos, California
- 1989 Train Disaster and Pipeline Explosion, San Bernardino, California
- 1991 United Airlines Crash, Littleton, Colorado
- 1991 Riverside County Fire Response to 16 Killed in Skydiving Accident, Perris, California
- 1992 Hurricane Andrew, Florida
- 1992 Los Angeles Riots, Los Angeles, California
- 1993 ATF Raid Incident, Waco, Texas
- 1994 Northridge Earthquake, Northridge, California
- 1994 US Air Crash, Pittsburgh, Pennsylvania
- 1994 US Air Crash, Charlotte, North Carolina
- 1995 Alfred P. Murrah Federal Building Bombing, Oklahoma City, Oklahoma
- 1996 ATF Unabomber Bombing at the California Forestry Association, Roseville, California
- 1996 TWA Flight 800 Airline Accident, Long Island, New York
- 1998 Springfield High School Shooting, Eugene, Oregon
- 1998 Riverside City Hall Shooting, Riverside, California
- 1999 Bridge Creek Tornado, Oklahoma City, Oklahoma
- 1999 Alaska Airlines Aviation Accident, Ventura, California
- 1999 Columbine High School Shooting, Littleton, Colorado
- 2001 Santee High School Shooting, Santee, California
- 2001 World Trade Center/911 Terrorist Attack, New York, New York

Our History (continued)

- 2001 The Pentagon/ 9-11 Terrorist Attack, Virginia
- 2002 Typhoon, Guam
- 2003 Old Fire, San Bernardino, California
- 2005 Hurricane Katrina, Louisiana
- 2005 Red Lake High School Shooting, Red Lake, Minnesota
- 2006 Mammoth Ski Patrol Deaths, Mammoth, California
- 2006 Esperanza Fire - 5 deaths of United States Forest Service Personnel, Riverside, California
- 2007 Witch Fire, San Diego County
- 2008 Ski Resort Avalanche, Wrightwood, California
- 2008 Meritage Hair Solan Shooting, Seal Beach, California
- 2011 Edison Workplace Violence Shooting, Los Angeles, California
- 2012 Big Bear Manhunt/Christopher Dorner, Law Enforcement Deaths, San Bernardino, California
- 2013 Los Angeles International Airport TSA Shooting, Los Angeles, California
- 2015 Inland Regional Center Terrorist Attack, San Bernardino, California
- 2017 School Shooting at North Park Elementary, San Bernardino, California
- 2017 Route 91 Harvest Festival Shooting, Las Vegas, Nevada
- 2017 Tubbs Wildfires, California
- 2017 Thomas Wildfires, California
- 2018 Montecito Mudslides, Santa Barbara, California
- 2018 Yountville Pathway Veteran Home Shooting, Yountville, California
- 2018 Ferguson Fire in the Sierra National Forest, Stanislaus National Forest and Yosemite National Park, California
- 2018 Yolo Fire "County Fire" Yountville, California
- 2018 Mass Shooting at Borderline Bar and Grill in Thousand Oaks, California
- 2018 Carr Fire, Redding, California
- 2019 Synagogue Shooting in Poway, California
- 2019 Costco Shooting in Poway, California
- 2019 Federal Courthouse Shooting in Dallas, Texas
- 2019 Ridgecrest, California Earthquakes
- 2019 Gilroy Garlic Festival Shooting in Gilroy, California
- 2019 El Paso Shooting in El Paso, Texas
- 2019 Kincade Fire, Napa Valley, California
- 2019 Conception Boat Fire in Santa Barbara, California
- 2020 Alessandra Apartment Fire, Hemet, California
- 2020 COVID-19 Pandemic, California
- 2020 North Complex Fire
- 2020 August Complex Fire
- 2020 Schill Fire
- 2020 Caribou-Targhee Fire
- 2020 Bishop Fire
- 2020 Ferris Fire

Our History (continued)

- 2020 Walker Fire
- 2020 Riverside Fire
- 2020 Silverado Fire, Orange County, California
- 2020 El Dorado Fire, Yucaipa, California
- 2021 Imperial County Border Car Crash
- 2021 Dixie Fire
- 2021 El Dorado Fire
- 2021 Burnover in Billings, Mt.
- 2021 Mass Shooting in Tucson, AZ
- 2021 Caldor Fire
- 2021 Salmon Fire
- 2021 French Fire
- 2022 Police Helicopter Crash, Huntington Beach, CA
- 2022 Uvalde, TX School Shooting
- 2022 El Monte Police Dept Line of Duty Deaths, El Monte, CA
- 2022 Hurricane Ian, Fort Meyers, FL
- 2023 Mass Shooting in Monterey Park, CA

In 1994, TCTI formed a Line of Duty Death Response Team (LODDRT). This team consists of mental health professionals, peer supporters, chaplains, Concerns of Police Survivors (COPS) and works within a collaborative spirit. This team has responded to approximately 125 line of duty deaths (LODD) since 1986. Dr. Nancy Bohl-Penrod has faithfully attended and dedicated her time to police week in Washington, D.C., since 1998.

In 2002, TCTI designed a Website with the interactive user in mind! The website contains over 75 articles & handouts, a variety of surveys, tests and measurement tools for self-help on various situations including, Guided Imagery, Visualization, Relaxation Techniques and Breathing Exercises.

In 2018, TCTI began partnering with First Responder Wellness. FRW exclusively treats public safety professionals for alcohol, post traumatic stress, addiction, anxiety and depression at their inpatient and intensive outpatient treatment center in Orange County. This higher level of care is designed to help First Responders recover from trauma while increasing their overall well-being. They offer sobriety tools and healthy coping mechanisms to ensure a safe transition back to their careers and personal lives.

In 2020, TCTI made Telehealth services available. Mental health professionals can provide counseling services to their clients from a distance using videoconferencing. It is CONFIDENTIAL in the same way that face-to-face sessions are, while using our online telehealth portal.

Behavioral Health and Wellness Services to be Delivered

- TCTI will provide short-term face-to-face counseling to employees, including their tax-eligible dependents who are experiencing problems, which affect job performance and overall well-being. These problems include, but are not limited to mental, family and relationship conflicts, alcohol and/or substance abuse, co-dependency, stress, behavioral, or emotional problems, child and elder care, addictive behaviors, anger issues, anxiety/panic attacks, bereavement, career concerns, co-workers, critical incidents, depression, disability, disciplinary issues, domestic violence, medical problems, parents, suicidal ideations, supervisor or subordinate. TCTI's support staff works closely with the MHPs and is knowledgeable of their background, training and areas of preference. TCTI's support staff will ask the client to give a brief description of their issue, and any preferences they may have regarding the type of MHP with whom they are assigned. They will be scheduled for an appointment with a MHP that works best with their issue, preferences, location and schedule.
- TCTI's services will be delivered in a timely manner, as requested. TCTI handles emergencies on an immediate basis.
- TCTI will provide Telehealth services. Telehealth is a service in which mental health professionals can provide counseling services to their clients from a distance using videoconferencing. It is CONFIDENTIAL in the same way that face-to-face sessions are, while using our online telehealth portal. The initial visit will still be held face-to-face to assess the appropriateness of telehealth. During the initial session they will discuss the telehealth service. Not all clients are appropriate for telehealth.
- TCTI will provide training for the management and supervisory team related to the program. They will receive short training sessions on how the program works, and how he or she can relate to the program and support it. It is important to build the relationship between managers, supervisors, and/or command staff, so they can work together as part of a cooperative team. Training them together supports this teamwork.
- TCTI provides one initial orientation training for upper command staff, management, human resources, and the peer support team related to the program. We believe that this is a very important aspect that gives the management staff an opportunity to find out who we are and learn about our program.

Behavioral Health and Wellness Services to be Delivered (continued)

- TCTI shall maintain the confidentiality of all employees and their tax-eligible dependents living in the home referred for counseling. The cornerstone of every successful Behavioral Health and Wellness Program is the pledge of confidentiality; without it, there is no credibility. Employees will not reveal their personal problems if there are not clear legal guidelines about confidentiality. Confidentiality means that all personal information parted will be respected and safeguarded. It may be used only in a responsible manner for the purpose of helping in rehabilitating the person. Our records are kept secure in accordance with our professional code of ethics, Federal Regulations and state laws. We also have a top-of-the-line alarm system installed, which protects our records. TCTI will not reveal the names or identities of employees or dependents who come to the program voluntarily.
- TCTI's staff will be available to provide counseling services in a convenient and timely manner. To make an appointment, an employee or tax-eligible dependent may appear in person or call the office between the hours of 7:30 A.M to 4:30 P.M. Monday through Friday. The employee or the family member will then come to the office at the prescribed time, where a counseling session will take place.
- If an emergency takes place, TCTI provides a 24-hour answering service. The answering services will contact one of our on-call Mental Health Professionals to handle the emergency.
- TCTI designed a website with the user in mind, we currently offer over 75 Articles, Handouts and Surveys or Tests to utilize on various topics as well as links to helpful Organizations and Associations.

Critical Incidents

Critical Incident Stress Management – 24/7/365 Stand by Status (SBS) Intervention Services (2-Clinicians on Stand-by 24/7/365)

TCTI shall provide Critical Incident Stress Management – 24/7/365 Stand by Status Intervention Services. TCTI understands the work of public safety professionals exposes them to significant incidents that can have a lasting effect on their mental health and well-being. TCTI is impressed that Departments recognize the importance of routine and post-incident debriefings to assist employees in processing events in a healthy and productive manner. This will help minimize the risk of post incident stress that can lead to physical and psychological disorders. TCTI shall:

- Conduct routine group debriefings with units that are regularly exposed to high levels of stress.
- Hold a post-critical incident meeting ahead of a formal debriefing to discuss normal reactions to stress and healthy methods to help process stress. When necessary, such meetings shall be conducted prior to the affected employee's end of watch.
- Facilitate post-incident group debriefings with affected employees following a critical incident. Such debriefings should ideally be held within 24-72 hours of the incident but, given the need to coordinate varying work schedules, shall be conducted as close in time to the incident as practical.

Descriptions of Critical Incident Stress Management (CISM) Services Provided by TCTI:

One-on-One: One-on-one assessments allows for the employee to feel comfortable discussing what they have just experienced or witnessed while in a confidential setting. In the event one-on-one assessments are not necessary, other methods to assist personnel may be required.

Critical Incident Stress Defusings: A defusing is a small group discussion following the critical incident which typically takes place within 8 to 12 hours of the event. It includes a three-phase structure, and the duration is usually less than 1 hour. The group is typically a homogeneous group that consists of persons directly impacted by the event. The goal of a defusing is to normalize reactions and lower the group's tension, set expectations, provide information, discuss coping methods and identify those individuals who may need additional support. Defusings help to accelerate the recovery process and identify the need for debriefings and other services. There are three phases, which include the following steps: The Introduction Phase is designed to introduce the team, lay out guidelines and lower anxiety about the process. The Exploration Phase allows a brief discussion of the experience and a brief story of the event. The Information Phase is designed to provide information, normalize, teach, provide guidance, and summarize key points.

Critical Incidents (continued)

Critical Incident Stress Debriefing: Critical Incident Stress Debriefings are structured in small groups and must follow the crisis intervention process developed by Jeffery Mitchell, Ph.D. of the International Critical Incident Stress Foundation (C). The function of this process is to build the group's resistance to traumatic stressors through an active and supportive process. Critical Incident Stress Debriefings focus on the group's ability to bounce back from a traumatic incident by emphasizing group cohesion, group performance and the ability of the group to recover and resume its normal functions. Critical Incident Stress Debriefings are not a form of psychotherapy, nor is it a substitute for psychotherapy, professional counseling, treatment of Posttraumatic Stress Disorder (PTSD), or any other mental or physical disease or disorder.

It is also used to identify those who might need additional support and in some cases referral for professional psychotherapy. Critical Incident Stress Debriefings are best applied between 24 and 72 hours after a traumatic event. In some cases, such as a disaster in which the individuals exposed have continuous exposure to the event over time, the Critical Incident Stress Debriefing may not be provided until several weeks have passed.

TCTI's MHPs will consider the psychological readiness of the group for the debriefing process in order to avoid any negative or adverse reactions. A Critical Incident Stress Debriefing may last between 1 to 3 hours, depending on the number of people in the group and the nature of the event. More intense events may generate stronger emotional reactions which may make it more difficult for individuals to express their feelings.

Psychological First Aid: Psychological First Aid is assisting people with emotional distress whether it results from physical injury, disease or excessive stress. It is walking around and checking on those impacted by using crisis intervention skills.

TCTI provides Stand-by-Status, by being available 24 hours a day, 7 days a week, 365 days of the year for calls that require immediate attention. TCTI's staff can be reached by calling 1-800-222-9691. During business hours, calls will be answered by a member of our clerical staff who has been trained in crisis intervention. The clerical staff will assure that a qualified MHP will respond to the department, as requested. All after-hour calls will be automatically transferred to TCTI's answering service. The caller will be assured that a MHP will return the call within 15 minutes and will render the services that are requested by the department.

Hostage/Barricade Negotiation Incident Support

TCTI has a team of Hostage Negotiators on staff to consult with regarding negotiations. Psychological profiles of the suspect, the effect of medications on suspect behavior, negotiation techniques, and the probable impact of certain techniques on the suspect can be discussed. TCTI's MHPS are available to provide consultations over the phone or to respond to the field.

TCTI is available for immediate response on a 24-hour, 7 day per week, 365 days. TCTI MHPs have training from the California Association of Hostage Negotiators, San Jose State University and the Federal Bureau of Investigation in Hostage Negotiations.

Training

TCTI can provide a wide variety of training classes. This educational approach can serve as a proactive measure, as well as a follow-up tool. Classes can be tailored to fit your specific needs.

Standard TCTI Courses:

This list is not comprehensive, additional Standard courses can be found online

- Adrenal Burnout
- Alcohol and Drug Awareness in the Workplace (Substance Abuse)
- Anger Management
- Assisting Children in the Aftermath of a Tragedy
- Borderline Personality Disorder
- Bullying in the Workplace
- Burnout-Compassion Fatigue
- Burnout & Secondary Trauma Among Forensic Interviewers
- Conflict Resolution and Assertiveness
- Coping with Change
- When Cops Cross the Line
- Creating a Strong Marriage
- Crimes Against Children & Secondary Trauma to Public Safety Personnel
- Dealing with Depression and Suicide Situations
- Dealing with Difficult People
- Dealing with a Terminal Illness
- Discovering Your Intuition
- Diversity in Public Safety
- Divorce – What Price?
- Exposure to Child Pornography for Court Personnel and Jurors
- Families in Turmoil
- Firing and Layoffs
- Generational Differences in Public Safety Personnel
- Grief and Bereavement
- Handling Layoffs
- Handling Retirement Concerns
- Handling Sleep Difficulties
- Handling Your Anger
- Holiday Stress
- Homicide Investigator Stress
- How to Help Staff in Crisis
- How Peer Support Can I.D. Aggressive Behavior in Peers
- Humor in the Workplace
- Hypertensive Sleep Issues
- Leadership Resiliency
- Listening Techniques and Communication Skills

Training (continued)

- Living with a Third Person in My Marriage
- Managing Sleep Disorders, Shift Work and Hypervigilance
- Motivating Employees
- Overcoming Adversity
- Dealing with Post-Infidelity Issues
- Posttraumatic Growth
- Preventing Suicide for Public Safety Personnel
- Professional Conduct for Exceptional Teamwork
- Rekindling the Flame, The Fire Couples Workshop
- Reloading the Relationship, A LEO Couples Workshop
- Retirement Concerns for Public Safety Personnel
- Self-Image and Care
- Shots Fired, How Families Recover Emotionally After an OIS
- S.O.S. – Significant Other Survival for Firefighter Families
- Stress Management
- Teaching the Benefits Mindfulness
- Terminal Illness & Grief
- The Dynamics of Fear
- The Effects of Social Media on Family and Relationships
- The Employee Problem Solver
- The Essentials of Customer Service
- The Power of Building Resiliency in Public Safety Personnel
- Understanding Eye Movement Desensitization and Reprocessing (EMDR)
- Understanding Intuition
- Understanding Posttraumatic Stress Disorder for Public Safety Personnel
- Understanding the Impact of Medications for Public Safety Personnel
- Understanding the LGBTQ co-worker
- Wellness in the Workplace and at Leisure
- Wellness Solutions – Ways to Combat Stress
- Workplace Violence

Training programs can provide your department information and skills that will maximize their ability to function as a team and to continue to develop productive careers. At TCTI, we gear our training specifically for your personnel.

Basic Peer Support Training

This three-day course brings participants together that have been selected as peer supporters by their department on a volunteer basis from all ranks and positions within the workplace. Throughout this class, participants will acquire supportive skills which are designed to help them assist their co-workers who are experiencing a variety of life crisis situations, who feel comfortable talking to someone that has “been there” and understands what it’s like to work “their jobs”.

Peer support provides a way for employees and their family members to confidentially talk about personal/professional problems with specially trained co-workers who understand and want to help. Their primary function is to LISTEN, ASSESS and whenever necessary, REFER to mental health professionals. They are taught to complement those services provided by mental health professionals.

Class Topics

- Developing a Peer Support Program
- Self-Disclosure
- Active Listening/Paraphrasing
- Crisis Intervention Techniques
- Dealing with Depression and Suicide Situations
- Grief and Mourning
- Line-of-Duty-Deaths
- Critical Incident Stress Management
- Eye Movement Desensitization and Reprocessing (EMDR)
- Diversity in Public Safety (LGBTQIA)
- Substance Abuse

Certifications: POST Plan IV (7180-10560), STC (874-26925) ICEMA (62-2032)

Basic Critical Incident Stress Management (CISM) Training

The Basic CISM training program is designed to present the core elements of a comprehensive, systematic and multi-component crisis intervention curriculum. The 2-day course prepares participants to understand a wide range of crisis intervention services including pre and post incident crisis education, significant other support services, on-scene support services, crisis intervention for individuals, demobilizations after large-scale traumatic incidents, small group defusing's and group interventions known as Critical Incident Stress Debriefing (CISD). The Basic CISM course specifically prepares participants to provide several of these interventions, specifically demobilizations, defusing's and CISD. The need for appropriate follow-up services and referrals when necessary is also described. Considerable evidence gathered to date strongly supports the multi-component crisis intervention strategy, which is discussed in this course.

Basic CISM training is open to any person who wishes to know more about crisis intervention techniques such as CISD. Emergency services and disaster workers, security, safety, military, industrial and school system personnel, EAPs, human resources personnel, psychologists, social workers, counselors and others can all benefit from the Basic CISM training. The course is certified through the International Critical Incident Stress Foundation (ICISF) and comes with an ICISF workbook and certificate of completion.

Class Topics

- Types of Critical Incidents
- Critical Incident Stress
- Stress Preventatives
- Demobilizations
- Defusing's
- 7 Phases of Debriefings

Certifications: POST Plan IV (7180-10560), STC (874-26925) ICEMA (62-2032)

Advanced Peer Support Training

Advanced Peer Support training is designed to enhance skills learned in the basic Peer Support course, strengthen current skills of Peer Supporters, introduce new topics and learn ways to help keep the Peer Support team healthy and strong. An overview of the signs, symptoms and treatment recommendations for Posttraumatic Stress Disorder (PTSD) will be covered, and a treatment option known as Eye Movement Desensitization and Reprocessing (EMDR) will be identified and explored. Participants will also learn about Suicide Prevention and Intervention and will obtain a 4-hour Gatekeeping QPR certificate, as well as ways to be prepared on handling difficult debriefing situations.

Class Topics

- Understanding PTSD
- Learn the differences between Posttraumatic Stress and PTSD
- Review Eye Movement Desensitization and Reprocessing (EMDR)
- Develop skills for dealing with suicidal peers
- Develop skills for handling difficult debriefings
- Reinforce basic Peer Support skills
- Discover ways to keep your Peer Support team healthy

Certifications: POST Plan IV (7180-10560), STC (874-26925) ICEMA (62-2032)

Pre-Employment Psychological Testing

TCTI will perform a complete pre-employment psychological evaluation for department applicants. TCTI's psychological evaluations comply with the California Peace Officer's Standards and Training (POST) Psychological Screening Manual, as well as any additional psychological suitability criteria specified by the department.

The psychological evaluations will be administered within seven business days of the time of the initial call for an appointment.

Scheduling – (TCTI administers the written exam Monday -Friday)

To schedule an appointment, the Department will call TCTI's Psychological Testing Coordinator at (800) 222-9691 x224. The Psychological Testing Coordinator will schedule the written testing date for the Department candidate. The written testing begins at 8:30am Monday thru Friday. The candidate will be given four to six hours for the written test. During the written test, the Psychological Testing Coordinator will schedule the oral interview with the candidate not to exceed 5-working days following their written testing exam. The oral interview will last approximately 45 minutes to 60 minutes with a Clinical Psychologist. It is recommended the candidate come dressed in business attire for this oral interview. In some cases, the Department may request that a same day oral interview appointment be provided. In the case of same day oral interviews, the Department will need to inform TCTI at the time the written exam appointment is being scheduled. Our facility can accommodate up to 20 candidates at a time or, for those groups larger than 20 arrangements can be made for the testing coordinator to conduct the written examination at a facility of your choice.

TCTI will provide the department with a verbal recommendation of the candidate's psychological suitability for the position as well as other classifications within the department within two (2) days of said candidate's clinical interview.

Written Exam (Battery of Tests)

The following tests and forms are used in TCTI's screening process:

- The Post Offer Psychological Evaluation Disclosure and Informed Consent Statement
- Minnesota Multiphasic Personality Inventory-2 (MMPI-2), (the most widely used and accepted psychological test in the United States today for public safety pre-employment candidates)
- The Sixteen Personality Factor Test (16PF)
- Candidate Information and Vocational History Form
- The Sentence Completion Questionnaire
- The Evaluation and Performance of Job Dimensions Information Form

Pre-Employment Psychological Testing (continued)

Oral interview

TCTI's Clinical Psychologists conducting the oral interviews are compliant with the California Government Code 1031 (f)(2)(B), which obligates TCTI's Clinical Psychologists to meet applicable education and training procedures set forth by the California Peace Officer Standards and Training (POST). TCTI's Clinical Psychologists complete the required 12 CEUs for POST every 2-year cycle. Psychological screenings are conducted by one of TCTI's Clinical Psychologists who are well versed, through training and experience, in the construct and interpretation of psychological testing instruments.

TCTI will provide the department with a written report of the candidate's psychological suitability for the classification of their position within five (5) working days of the candidate's clinical interview.

Written Report

After integrating the test data, clinical interview data and documents provided by the department i.e., background packet, background investigators narrative and polygraph, the Clinical Psychologist prepares a written summary of findings and interpretations. The summary will state clearly the evidence, if any, of psychopathology suggested by the test battery and corroborated by the clinical interview and will mention the job-related impact of such findings.

The screening process can aid in detecting stress prone individuals and can be beneficial in addressing those individuals that may be lacking in the coping skills when dealing with undo stressors. This oral interview with the written test results are summarized in a brief report, which supports a final score, Psychologically Suitable – Score 3.0 or Psychologically Unsuitable – Score 2.0

Program Operations Cost: All Inclusive Counseling

Upon signing this contract between Irwindale Police Department and The Counseling Team International (TCTI), TCTI shall provide the following services:

- Professional Short-term Confidential Counseling: Up to 10 sessions each for approximately 36 employees, their spouses and their tax-eligible dependents living within the home.
- Individual Mental Performance Training: One 60-minute session each year for approximately 36 employees. The goal is to normalize seeing a clinician after a stressful call and destigmatize mental wellness and support stress management. These sessions are different from short-term counseling; no diagnosis or notes are taken.
- Basic Peer Support Training: Up to 5 employees
- Supervisor Referral: Provide consultations with supervisors regarding problem employees and/or any aspect of the Employee Support Services (ESS).
- Follow-up Sessions: For employees involved in Critical Incidents.
- TCTI will conduct one orientation with upper command staff, administration and/or peer support at no charge. A video link of the recorded training will be provided for viewing after the initial orientation. TCTI will provide electronic copies of brochures, flyers, support materials, etc. TCTI can be scheduled to attend one health fair a year.

All inclusive services outlined above will be billed at \$2,083.00 per month. Not to exceed the rate of \$25,000 annually.

Additional Services

- Critical Incident Intervention: Stand-By-Status (SBS) 24/7/365 on-call Critical Incident Stress Management Services. \$275 Per Hour Port-to-Port
- Training: We offer a variety of training classes. \$250 Per Hour Per Trainer +\$80 Per Hour for Travel

Upon the initial and subsequent anniversary dates of the Contract, the fees shall increase by 5% for all services outlined in the contract. This proposal and pricing is valid for 120 days

By: _____

By: _____

The Counseling Team International

Date: _____

Date: _____

Additional Services

Individual Mental Performance Training

\$150 Per Hour

- These are 60-minute individual appointments with a clinician.
- Recommend at 1 annually for all employees.
- The goal is to normalize seeing a clinician after a stressful call and destigmatize mental wellness and support stress management.
- This is not a therapy session; no diagnosis or notes are taken.
- These sessions are different from short-term counseling.

Critical Incident Intervention

\$275 Per Hour
Port-to-Port

Stand-By-Status (SBS) 24/7/365 on-call Critical Incident Stress Management Services.

Pre-Employment Psychological Testing (Sworn)

\$400 Per Applicant

Testing for pre-hire Sworn applicants.

Pre-Employment Psychological Testing (Non-Sworn)

\$375 Per Applicant

Testing for pre-hire Non-Sworn applicants.

Additional Services: Training

Training – we provide a wide variety of training classes. 25 participants minimum; training can be opened to outside agencies.	\$250.00 per hour per trainer + \$80.00 per hour for travel
3-Day Basic Peer Support 25 participants minimum; training can be opened to outside agencies.	\$299.00 per person
2-Day Basic Critical Incident Stress Management (CISM) 25 participants minimum; training can be opened to outside agencies.	\$250.00 per person
2-Day Advanced Peer Support 25 participants minimum; training can be opened to outside agencies.	\$250.00 per person
Peer Support Consultation	Included
Peer Support Meetings	\$250.00 per hour + \$80.00 per hour for travel
Peer Support Candidate Interviews	\$250.00 per hour + \$80.00 per hour for travel
Meditation Course This is a 6 week online self-paced course that teaches the how, the why, the when, and the benefits of meditation	\$50.00 per person
Retire Well Course This course is for First Responders who have retired in the last 5 years or are planning to retire within 5 years. This course will provide tools to rediscover their identity, purpose, security, and acceptance upon retirement as well as improve quality of life and adaption, making the unknown known.	\$300.00 per person
Course is designed to be 8 hours in person followed up by 8 weeks of online live zoom sessions for 1 hour each. 25 participants minimum; the training can be opened to outside agencies.	

Certifications for Basic Peer Support, CISM and Advanced Peer Support: POST Plan IV (7180-10560), STC (874-26925) ICEMA (62-2032)

Additional Services: Retreats

Peer Support Team Retreat

This retreat combines insight, education, and a fluid systemic approach designed to debrief, and to bring relief, peace, and purpose back into daily living. The goal is to guide you on to a path of self-care and realistic goals that will improve your life, your job, and your family. Minimum 10 attendees.

\$2,000.00 per attendee.
(3 Days, 2 Nights)

Trauma and Resilience Retreat

This retreat is designed to help those who have experienced traumatic events and/or have been affected by personal difficulties during their career through workshops, therapy, and experiential activities. The experience will address sensory overload, fear, shock, nightmare, anger, disbelief, sleep problems, frustration and other unresolved issues.

\$5,500.00 per attendee.
(6 Days, 5 Nights)

Sage Retreat (Spouses)

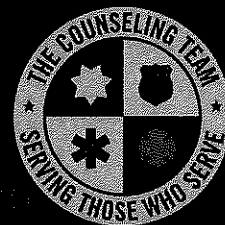
This retreat explores the cost and rewards of being the spouse/partner of a First Responder. This journey will help participants navigate the pride, confusion, fear, frustration, exhaustion, and lack of acknowledgment so often experienced for partners and spouses. The focus is to help guide participants on a path of self-care and realistic goals that will improve their life, marriage, and family by improving resiliency, conflict resolution skills, and personal restoration.

\$3,500.00 per attendee.
(4 Days, 2 Nights)

Confidential. Trusted. Effective. About Our Family of Companies

We are committed to integrating both proactive and reactive wellness solutions as a foundational element through the public safety community. Our family of companies offer a wide variety of wellness solutions to fit your needs.

- **The Counseling Team International (CTI)** provides culturally competent short-term counseling, critical incident debriefings, training, and pre-employment psychological testing.
- **Shift Wellness** provides training, education, retreats and behavioral healthcare system development.
- **First Responder Wellness** is our comprehensive inpatient/outpatient behavioral health treatment program exclusively for public safety professionals. We treat post-traumatic stress, alcohol, addiction, anxiety, and depression.



**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
THE COUNSELING TEAM INTERNATIONAL**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and The Counseling Team International ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Five Thousand Dollars (\$25,000.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-

category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the

period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its sole discretion, extend the Term for one (1) additional one-year term.

4. COORDINATION OF WORK

4.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Irwindale Chief of Police Christopher Hofford, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

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

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

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

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

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

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

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

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

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

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

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

writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

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

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Christopher Hofford, Irwindale Chief of Police

ATTEST:

Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

THE COUNSELING TEAM INTERNATIONAL

By:_____

Name:

Title:

By:_____

Name:

Title:

Address: 1881 Business Center Drive, Suite 11
San Bernardino, CA 92408

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT

	TITLE(S)	
☐	PARTNER(S)	☐ LIMITED
		☐ GENERAL
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A.** The Proposal for Irwindale Police Department submitted by The Counseling Team International, dated March 30, 2023, shall serve as the Scope Of Services for this Agreement and is incorporated herein by this reference as Exhibit "A."

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

A. All-Inclusive Services: Consultant shall provide the following services at the following frequencies, for a flat fee of \$2,083.00 per month, not to exceed \$25,000.00 annually:

- (i) **Orientation Session:** One-time orientation at the commencement of this Agreement with upper command staff, administration and/or peer support at no charge. A video link of the recorded training will be provided for viewing after the initial orientation. TCTI will provide electronic copies of brochures, flyers, support materials, etc. TCTI can be scheduled to attend one health fair a year.
- (ii) **Professional Short-term Confidential Counseling:** Up to 10 sessions each, annually, for approximately 36 employees, their spouses and their tax-eligible dependents living within the employee's home.
- (iii) **Individual Mental Health Performance Training:** One 60-minute session each, annually, for approximately 36 employees. The goal is to normalize seeing a clinician after a stressful call and destigmatize mental wellness and support stress management. These sessions are different from short-term counseling; no diagnosis or notes are taken.
- (iv) **Basic Peer Support Training:** Single sessions on an as-needed basis for up to five employees annually. One employee per session.
- (v) **Supervisor Referral:** On an as-needed basis. Provide consultations with supervisors regarding problem employees and/or any aspect of the Employee Support Services (ESS).
- (vi) **Follow-up Sessions:** On an as-needed basis for employees involved in Critical Incidents.

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed \$25,000.00, as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Orientation Session	Within two weeks from the execution of this Agreement.	Two weeks from the execution of this Agreement.
B. Professional Short-term Confidential Counseling:	On an as-needed basis, beginning within three weeks from the execution of this Agreement.	One year from the execution of this Agreement.
C. Individual Mental Health Performance Training:	Beginning within three weeks from the execution of this Agreement.	One year from the execution of this Agreement.
D. Basic Peer Support Training:	On an as-needed basis, beginning within three weeks from the execution of this Agreement.	One year from the execution of this Agreement.
E. Supervisor Referral:	On an as-needed basis, beginning within three weeks from the execution of this Agreement.	One year from the execution of this Agreement.
F. Follow-up Sessions:	On an as-needed basis, beginning within three weeks from the execution of this Agreement.	One year from the execution of this Agreement.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.** Video link of recorded Orientation Session and electronic copies of brochures, flyers, support materials, etc. provided to clients, within one week of the Orientation Session.

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

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

SA Item 9A

SEPTEMBER 13, 2023
WEDNESDAY
8:45 P.M.

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Burrola, to approve the Consent Calendar. The motion was unanimously approved; Mayor Ortiz abstaining on Item 20A.

ITEM NO. 20
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held August 23, 2023

ITEM NO. 21
WARRANTS

WARRANTS

The warrants were approved.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:45 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

SA Item 10

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80768	USBANK03	US Bank Trust N.A.	09/07/2023	3,900.00
Report Total (1 checks):				3,900.00

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80792	ROSENO	RSG Inc.	09/14/2023	2,416.25
Report Total (1 checks):				2,416.25

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

HA Item 11B

SEPTEMBER 13, 2023
WEDNESDAY
8:45 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; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Armando Hegdahl, Management Analyst

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Burrola, seconded by Board Member Breceda, to approve the Consent Calendar. The motion was unanimously approved; Chair Ortiz abstaining on Item No. 22A and Councilmembers Breceda and Garcia abstaining on Item No. 23.

ITEM NO. 22
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held August 23, 2023.

ITEM NO. 23
CONSIDERATION OF
APPROVAL OF
AMENDMENT NO. 1
TO AFFORDABLE
HOUSING AGMT.,
OPTION TO PURCHASE
AND DECLARATION OF
COVENANTS RUNNING
WITH LAND FOR
16124 CALLE DE
PASEO TO
IMPLEMENT EQUITY
SHARING POLICY

CONSIDERATION OF APPROVAL OF AMENDMENT NO. 1 TO
AFFORDABLE HOUSING AGREEMENT, OPTION TO PURCHASE
AND DECLARATION OF COVENANTS RUNNING WITH LAND FOR
16124 CALLE DE PASEO TO IMPLEMENT EQUITY SHARING
POLICY

1) Amendment No. 1 to Affordable Housing Agreement, Option to Purchase and Declaration of Covenants Running with Land between Irwindale Housing Authority and Kenneth Aguayo, Leonard Aguayo, and Valerie Sanchez, was approved, and 2) the Executive Director was authorized to execute Amendment No. 1 subject to General Counsel approval as to form.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:46 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary