

CITY OF IRWINDALE

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



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

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

April 10, 2024

SPECIAL MEETING – 5:15 PM

REGULAR MEETING – 6:30 PM

CLOSED SESSION – CONFERENCE ROOM

OPEN SESSION – CITY COUNCIL CHAMBER

ALBERT F. AMBRIZ - Mayor

LARRY G. BURROLA - Mayor Pro Tem

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

H. MANUEL ORTIZ - Councilmember

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

In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.

Listen Over Phone: 1-669-900-6833; 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).

Compensation for Board Members: Compensation for the members of the Irwindale City Council is \$750.16 a month. In accordance with Government Code Section 54952.3, Councilmembers will not receive any additional compensation or stipend for the convening of the regular meetings of the Successor Agency to the Irwindale Community Redevelopment Agency. Councilmembers will receive additional compensation of \$50/meeting, not to exceed \$150 per month, for the convening the regular meetings of the Irwindale Housing Authority and an additional compensation of \$300/meeting, not to exceed \$300/month for convening the regular meetings of the Irwindale Reclamation Authority.

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**1. CALL TO ORDER****2. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz****3. AB 2449 DISCLOSURES**

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

4. CONSENT CALENDAR**A. Amendment No. 2 to Contract Services Agreement with Iteris, Inc. for Professional Design Services for Reliance II Phase I Offsite Improvements Project; P-1014*****Department: Engineering***

Recommendation: That the City Council (1) approve Amendment No. 2 to Contract Services Agreement with Iteris, Inc. (Iteris) for Professional Design Services pertaining to the preparation of the Plans, Specifications and Estimate (PS&E) for the Reliance II Phase I Offsite Improvements Project (P-1014), increasing the contract amount from \$121,870.00 to \$171,335.00 (an increase of \$49,465.00); and (2) approve a 20% project contingency in the amount of \$34,267.00 to cover any unforeseeable changes that may arise during design.

5. SPONTANEOUS COMMUNICATIONS

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

6. RECESS TO CLOSED SESSION**A. Conference with Real Property Negotiator**

Pursuant to California Government Code Section 54956.8

Property: 16124 Calle de Paseo

Agency Negotiator: Julian A. Miranda, Executive Director

Parties: Valerie R. Sanchez, Leonard B. Aguayo, and Kenneth Aguayo, each as 1/3 as tenants in common

Under Negotiation: Price and terms of payment

*Housing Authority Item

Property: Las Casitas (5164 Ayon Avenue)

Parties: Northridge Group & Housing Authority

Under Negotiation: Price and terms of potential sale

Property: 16359 Arrow Highway
Agency Negotiator: Julian A. Miranda, City Manager
Negotiating Parties: 39 Dalton Financial Ltd. Partnership
Under Negotiation: Price and terms of payment

B. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Kambiz Borhani, Finance Director; Mary Hull, Human Resources Manager

Employee Organizations: IMEA, ICEA, IPOA, and Unrepresented Employees

C. 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

7. RECONVENE IN OPEN SESSION

8. REPORT FROM CLOSED SESSION

9. ADJOURNMENT

Amended on Tuesday, April 9, 2024 at 9:00 a.m. to include Consent Calendar Item #1

REGULAR MEETING

10. CALL TO ORDER

11. PLEDGE OF ALLEGIANCE

12. INVOCATION

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

14. AB 2449 DISCLOSURES

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

15. CHANGES TO THE AGENDA

16. COUNCIL MEMBER TRAVEL REPORTS

17. COUNCILMEMBER COMMENTS

18. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

19. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

20. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings held March 27, 2024

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

C. Award of Contract for the Irwindale Veterans Monument Improvements Project – Phase II; P-1059

Department: Engineering

Recommendation: That the City Council (1) authorize the City Manager to execute a contract agreement between the City of Irwindale and Mariposa Landscapes, Inc for the Irwindale Veterans Monument Improvements Project – Phase II in the amount of \$209,546.00 subject to approval as to form by the City Attorney's office; and (2) approve a 10% project contingency in the amount of \$20,955.00 to cover any unforeseeable changes that may arise during design.

D. Award of Contract for the Development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan; P-1060

Department: Engineering

Recommendation: That the City Council (1) authorize the City Manager to execute a contract agreement between the City of Irwindale and GTS for the development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan in the amount of \$183,860.00 subject to approval as to form by the City Attorney's office; and (2) approve a 10% project contingency in the amount of \$18,386.00 to cover any unforeseeable changes that may arise during design.

21. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience speak on items not on this agenda that are within the City Council's subject matter jurisdiction. 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 participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action

All members of the public are asked to observe the City's Rules of Procedure and Public Meeting Decorum. The City's Rules of Procedure and Public Meeting Decorum can be found on the City's website,

and Chapter 2.40 of the Irwindale Municipal Code. You may also contact the City Clerk's Office for copies.

Each speaker will be limited to 3 minutes unless such time limits are extended. 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. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject for all speakers. Organized groups of persons wishing to address the Council on the same subject should select a spokesperson to represent the group, so as to avoid unnecessary repetition. In no event shall the total amount of speaking time for exceed 6 minutes per person for the subject under discussion.

The Council may regulate a speaker who is speaking too long or out of order, being unduly repetitious, discussing irrelevancies, or extending to items not within its subject matter jurisdiction. Please be reminded that discrimination, abusive use of profanity, unruly disruption, and violent or physically threatening conduct is discouraged. Members of the public shall not disrupt the orderly conduct of the meeting. The Presiding Officer will request that a person cease any disruptive conduct, and if not immediately stopped, will direct the person to be removed from the meeting.

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

22. NEW BUSINESS

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

A. Access Gate into Irwindale Park

Department: Public Services

Recommendation: Provide staff with direction on the property owner's request to construct and install a gate on city-owned block wall to gain direct access to Irwindale Park.

23. PUBLIC HEARINGS

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

A. Comprehensive Zoning Code Update

Department: Community Development

Recommendation:

1. Introduce for first reading by title only with further reading waived: Ordinance No. 772 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING

TITLE 17 OF THE IRWINDALE MUNICIPAL CODE ("ZONING") IN ITS ENTIRETY AND ADOPTING THE COMPREHENSIVE ZONING CODE UPDATE AS TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT CONSISTENT WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT TO CEQA GUIDELINES SECTIONS 15183, AND 15162; and

2. Adopt Resolution No 2024-08-3485 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING THE CITY-INITIATED APPLICATION FOR ZONE CHANGE NO. 04-2023 AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF IRWINDALE TO REFLECT UPDATES TO TITLE 17 (ZONING) CONSISTENT WITH ORDINANCE NO. 772, AND FINDING THE PROJECT CONSISTENT WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT TO CEQA GUIDELINES SECTIONS 15183, AND 15162"

24. CITY MANAGER'S REPORT

25. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

At this time, the City Council will deliberate and discuss whether these items should be placed on a future agenda. In order for any listed item to be placed on a future agenda for substantive discussion or action, the City Council must act by formal motion to direct the City Manager to place the item on a future agenda.

- A. Request by Mayor Pro Tem Burrola regarding solar panel installation at Aquatics Center
Department: City Clerk

Recommendation: Discuss

26. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

27. AB 2449 DISCLOSURES

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

28. CONSENT CALENDAR

- A. Minutes of the Regular Meeting held March 27, 2024
Department: City Clerk

Recommendation: Approve

29. SPONTANEOUS COMMUNICATIONS

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

30. NEW BUSINESS

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

31. PUBLIC HEARINGS

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

32. ADJOURN

HOUSING AUTHORITY

33. AB 2449 DISCLOSURES

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

34. CONSENT CALENDAR

A. Minutes of the Regular Meeting held March 27, 2024

Department: City Clerk

Recommendation: Approve

35. 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.

36. NEW BUSINESS

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

37. PUBLIC HEARINGS

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

38. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on April 10, 2024, be posted at the City Hall, Library, and Post Office on **POSTING DATE HERE**.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #4.A.

City of
IRWINDALE
AGENDA REPORT

Date: April 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Amendment No. 2 to Contract Services Agreement with Iteris, Inc. for Professional Design Services for Reliance II Phase I Offsite Improvements Project; P-1014

City Manager's Recommendation:

That the City Council (1) approve Amendment No. 2 to Contract Services Agreement with Iteris, Inc. (Iteris) for Professional Design Services pertaining to the preparation of the Plans, Specifications and Estimate (PS&E) for the Reliance II Phase I Offsite Improvements Project (P-1014), increasing the contract amount from \$121,870.00 to \$171,335.00 (an increase of \$49,465.00); and (2) approve a 20% project contingency in the amount of \$34,267.00 to cover any unforeseeable changes that may arise during design.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/ Building Official

A blue ink signature, likely of Eddie Chan, consisting of stylized initials followed by a horizontal line.

Prepared by:

Francisco Carrillo, Construction Compliance Manager

A black ink signature, likely of Francisco Carrillo, written in a cursive style.

Reviewed by:

Adrian R. Guerra, City Attorney

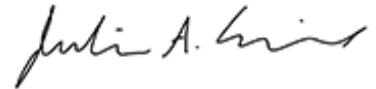
A black ink signature, likely of Adrian R. Guerra, written in a cursive style.

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Reliance II Specific Plan is an ongoing project within the City of Irwindale that contemplates the re-use of a reclaimed quarry site as a commercial and industrial business park. The Reliance II project is situated on a ±92-Acre site north of I-210, west of Irwindale Avenue, and south of Foothill Boulevard in the City of Irwindale ("Project Site"). The project is located east of the City of Duarte and west of the City of Azusa.

On July 22, 2020, the City Council awarded the contract for professional design services for the Reliance II Land Development Phase I off-site improvements to Iteris, Inc. ("Consultant") in the amount of \$79,930.00 ("Agreement"). On March 10, 2021, the City Council approved Amendment No. 1 to the Agreement. Amendment No. 1. increased the contract amount by \$41,940.00, bringing the total Contract Sum to \$121,870.00. Amendment No. 1 was made at the request of CalMat Co. (dba Vulcan Materials Company), the original owner/developer of the Project Site, to incorporate Phase II off-site improvements alongside Phase I, to be constructed simultaneously.

On March 15, 2021, Vulcan conveyed the Project Site to Clarion/Trammel Crow, dba LIT ("Developer"). They are now the current owner/developer of the ±92-Acre Project Site. On October 12, 2022, the City Council approved the Reimbursement Agreement between the City of Irwindale and LIT to reimburse the City the full reasonable costs incurred by the City related to land development of the Reliance II site.

During the development of the off-site improvement plan that included Phases I & II, LIT opted to separate Phase I and Phase II improvements, necessitating additional design costs. In response, Amendment No. 2 is proposed between the City and Iteris, which divides the PS&E package once again into Phase I and Phase II. Exhibit A of this Amendment No. 2 describes the modified scope of services, which consists in general of the following:

- Modification of the street improvement plans, irrigation and landscape plans, traffic signal plans, signing and striping, and street lighting plans.
- The estimate and specifications will be revised.
- Addition of construction support for Phase I Construction.

While the City will manage the planning, design, and permitting of these off-site improvements, the full costs will be covered by the Developer, as outlined in the Project Reimbursement Agreement between the City and the Developer.

The attached contract agreement amendment has been reviewed and approved by the City Attorney's office.

Project Reimbursement Agreement with Clarion/Trammel Crow dba LIT for the development of Reliance II Project (October 12, 2022 - CC Item 1G).

Fiscal Impact:

The entire cost of this contract (\$205,602 (\$171,335 + \$34,267 (20% Contingency))) will be covered by the Developer, Clarion/Trammel Crow, dba LIT. The City's General Fund will not be impacted. The Developer has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the Project Reimbursement Agreement between the City and the Developer.

Attachments:

1. 4-10-2024 Amendment #2 to Agreement_Reliance II Phase I Off-Site Improvem. Design&Const Support

CITY OF IRWINDALE
AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT FOR
DESIGN OF RELIANCE II PHASE I OFFSITE IMPROVEMENTS PROJECT; P-1014

This Amendment No. 2 to the Contract Services Agreement for Design of Reliance II Phase I Offsite Improvements Project; P-1014 (this “Amendment No. 2”) is made and entered into this 10th day of April, 2024, by and between the City of Irwindale, a municipal corporation (“City”) and Iteris, Inc., a Delaware corporation, located at 1700 Carnegie Avenue, Santa Ana, Suite 100, California 92705 (herein “Consultant”).

RECITALS:

- A. On July 22nd, 2020, City and Consultant entered into that certain Contract Services Agreement (“Agreement”) for Design of Reliance II Phase I Offsite Improvements Project; P-1014. This Agreement established a maximum Contract Sum of Seventy-Nine Thousand Nine Hundred Thirty Dollars (\$79,930.00).
- B. On March 10th, 2021, City approved the Amendment No. 1 to this Agreement. Amendment No. 1 amended the Agreement to account for additional work in the amount of Forty-One Thousand Nine Hundred Forty Dollars (\$41,940.00), which increased the total Contract Sum to One Hundred Twenty-One Thousand Eight Hundred Seventy Dollars (\$121,870.00).
- C. By this Amendment No. 2, the City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.3 of the Agreement to account for additional work as described in Exhibit “A-2” to this Amendment No. 2 and extend the term of the Agreement until the construction of Phase I Offsite Improvements Project is fully completed in the amount not to exceed Forty-Nine Thousand Four Hundred Sixty Five Dollars (\$49,465.00), which increases the total Contract Sum to One Hundred Seventy-One Thousand Three Hundred Thirty-Five Dollars (\$171,335.00)
- D. Per Section 2.3 of the Contract Services Agreement, an additional services amount of Twelve Thousand Dollars (\$12,000.00) for extra work beyond that specified in the Scope of Services was also approved by the Contract Officer. During the progress of the Services a contract change order for Eight Thousand Two Hundred Sixty-Five Dollars (\$8,205.00) was approved, leaving a balance of Three Thousand Seven Hundred Ninety-Five Dollars (\$3,795.00). The City desires to amend this section by disregarding the remaining balance of \$3,795.00. Additionally, the City desires to amend Section 2.3 to allow that any increase in compensation of up to twenty percent (20%) of the Contract Sum, but not exceeding Thirty-Four Thousand Two Hundred and Sixty-Seven Dollars (\$34,267.00) may be approved by the Contract Officer.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by City and Consultant, and the promises contained herein, it is hereby agreed as follows:

1. Section 2.1 of the Agreement is hereby amended and shall now read as follows:

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 One Hundred Seventy-One Thousand Three Hundred Thirty-Five Dollars (\$171,335.00) ("Contract Sum").

2. Section 2.3 of the Agreement is hereby amended and shall now read as follows:

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 twenty percent (20%) of the Contract Sum but not exceeding a total contract amount of Thirty-Four Thousand Two Hundred and Sixty-Seven Dollars (\$34,267.00) 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. Exhibit "A" of the Agreement entitled "Scope of Services" shall be modified by adding additional work as described in Exhibit "A-2" and the Modified Scope of Services as described thereto, attached to this Amendment No. 2 and incorporated herein by this reference.

4. Exhibit "C" of the Agreement entitled "Schedule of Compensation" shall be modified by incorporating the increase in dollar amount pursuant to Section 2.1 as modified by this Amendment No. 2, and adding Exhibit "C-2", attached to this Amendment No. 2 and incorporated herein by this reference, to the Fee Schedule in Exhibit "C".

5. All other exhibits of the original Agreement and Amendment No. 1 shall remain without change.

6. Except as expressly amended hereby, the Agreement remains in full force and effect as originally executed. All rights and obligations of the parties under the Agreement that are not expressly amended by this Amendment No. 2 shall remain unchanged.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Albert F. Ambriz, Mayor

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

ITERIS, INC. _____

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 1700 Carnegie Avenue, Suite 100
Santa Ana, California 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 _____, 2024 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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A-2”

SCOPE OF SERVICES

1 - SCOPE OF WORK MODIFICATION

TASK 3. PLANS, SPECIFICATIONS AND COST ESTIMATES

- **Add the following to subtask 3.1 Improvement Plans**

Iteris will update the plans to break out Phase I from Phase II. Phase II plans will be shelved for future use. The updated Phase I plans will include the following:

- Remove the exclusive eastbound right turn pocket at Foothill Blvd and Irwindale Ave
- Remove the raised median island west of St. “A”
- Update street improvement plans per above modifications
- Update median island, irrigation, & landscaping plans per above modifications.
- Update traffic signal plans per above modifications
- Update signing and striping plans per above modifications
- Update lighting plans per above modifications

- **Add the following to subtask 3.2 Specifications and Cost Estimate**

Iteris will update the specifications and estimates to reflect the update plans.

Deliverables

- 90% and 100% Plans, Specifications, and Cost Estimate
- Electronic files at every stage in AutoCAD and PDF format if requested
- Mylar record drawings

TASK 5. CONSTRUCTION ENGINEERING SUPPORT SERVICES

Iteris will provide construction support to City inspection staff. During construction, Iteris staff will help the City staff approve traffic control, review RFIs, daily reports, etc. Iteris will make on-site inspections to check the quality and quantity of the work performed by all trades, if needed. This will assist the City in avoiding defects and deficiencies in the work of the Contractor. As necessary, Iteris will inspect construction to evaluate the Contractor’s compliance with the intent of the construction documents. In support of this task, Iteris will conduct the following activities:

- Attend the pre-construction meeting and provide technical guidance with regards to the PS&E package.
- Review submittals.
- Respond to RFIs and revise and/or modify plans based on construction changes made in the field.
- Be available for construction site visits to assist with resolution of problems that arise during construction.
- Respond to RFIs and, if necessary, revise and/or modify plans based on construction changes made in the field.
- Assist City staff in the preparation of contract change orders if needed.
- Participate in the final walk-through ensuring compliance with construction requirements and providing a thorough “punch-list” of items that must be corrected and/or completed to satisfy the project requirements.

EXHIBIT “C-2”

SCHEDULE OF COMPENSATION

The below Table 1, “Proposed Change Order Fee Schedule” shall be incorporated into the Schedule of Compensation set forth in Exhibit “C” to this Agreement. Consultant shall perform the requested services defined the below Table 1 on a time-and-materials basis, as set forth in the Scope of Services, and in accordance with the following hourly rate schedule shown on Table 1 below, not to exceed the total sub-budget of Forty-Nine Thousand Four Hundred and Sixty-Five Dollars (\$49,465.00). Total compensation for all Services pursuant to this Agreement shall not exceed the Contract Sum of One Hundred Seventy-One Thousand Three Hundred Thirty-Five Dollars (\$171,335.00), unless Additional Services are required pursuant to Section 2.3 of the Agreement.

The Contract Sum is inclusive of all costs and fees for labor, equipment, and materials of any kind utilized by Consultant to complete the services under this Agreement. Consultant shall not be entitled to any other compensation or reimbursement of expenses beyond the hourly rate for performance of services under this Agreement. Consultant shall charge the hourly rate shown on the attached table below for any additional work performed that is authorized by the City in writing.

Table 1 – Proposed Change Order Fee Schedule

TASK			ITERIS			COORY		TOTAL HOURS	TOTAL COST
			Project Manager	Senior Advisor & QA/QC	Project Engineer	Principal Engineer	Project Engineer		
Staff Rates			\$200	\$240	\$120	\$275	\$200		
Task 3	PS&E		36	24	66	18	30	174	\$ 31,830
	Street Improvement Plans					9	15	24	\$ 5,475
	Median Island, Irrigation, & Landscaping Plan					9	15	24	\$ 5,475
	Traffic Signal Plan		12	8	22			42	\$ 6,960
	Signing & Striping Plan		12	8	22			42	\$ 6,960
	Street Lighting Plan		12	8	22			42	\$ 6,960
Task 5	Construction Support		6	12	24	17	29	42	\$ 17,435
	Construction Support		6	12	24	17	29	88	\$ 17,435
SUB-TOTAL			42	36	90	35	59	216	\$ 49,265
			ODCs (Travel, expenses, etc.)						\$ 200
			Total Project Cost for Phase I Amendment						\$ 49,465

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

MARCH 27, 2024
WEDNESDAY
6:52 P.M.

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City
Attorney; Theresa Olivares, Assistant City Manager; Christopher
Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City
Treasurer; Eddie Chan, Director of Engineering / Building Official;
Elizabeth Rodriguez, Public Services Director; Mary Hull, Human
Resources Manager, and Laura Nieto, Chief Deputy City Clerk

**PLEDGE OF
ALLEGIANCE**

The Pledge of Allegiance was conducted.

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA** None.

**COUNCILMEMBER
TRAVEL REPORTS** None.

**COUNCILMEMBER
COMMENTS**

COUNCILMEMBER
ORTIZ

Councilmember Ortiz requested for the digital speed sign that was
previously located on Irwindale Avenue to be returned since it is very
effective in maintaining safe traffic speeds. He also asked whether
the pool heater is working to which City Manager Miranda advised
that both he and Director Rodriguez inspected the pool's water
temperature and the heater and all systems seem to be working
appropriately.

COUNCILMEMBER
GARCIA

Councilmember Garcia reported on his attendance at the City of
Azusa's Mayor's Breakfast event and stated that he is looking forward
to Irwindale's event.

MAYOR AMBRIZ

Mayor Ambriz concurred that the pool heater issues seem to have
been resolved.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – BONILLA PARTNERS	IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE MONTH – BONILLA PARTNERS The presentation was made.
PRESENTATION FROM VALLEY COUNTY WATER DISTRICT GENERAL MANAGER, JOSE MARTINEZ, REGARDING MONTHLY BILLING AND THE WATER SUPPLY	PRESENTATION FROM VALLEY COUNTY WATER DISTRICT GENERAL MANAGER, JOSE MARTINEZ, REGARDING MONTHLY BILLING AND THE WATER SUPPLY Mr. Martinez introduced himself as well as Vice President Jose Vargas, Directors Laos and Muse, and made the presentation.
COUNCILMEMBER ORTIZ	Responding to several questions by Councilmember Ortiz, Mr. Martinez advised that Irwindale has water rights but currently does not have an active well to draw water from, nor does it have the system to deliver drawn water to residents. However, Valley County Water District does have such a system, and so it purchases Irwindale's water rights and delivers water to Irwindale and Baldwin Park residents. He noted that Irwindale benefits from this arrangement as Valley County pays Irwindale for its water rights, and Valley County in turn bills its customers. He spoke on the possibility of implementing a long-term partnership with Irwindale, to which Councilmember Ortiz stated that such a partnership could be researched.
CITY MANAGER MIRANDA	City Manager Miranda noted that the City leases its water rights for about \$261,000 per year.
FRED BARBOSA	Responding to a question by Fred Barbosa, Mr. Martinez reiterated that the City retains its water rights, which are then leased to water companies.
DIRECTOR RODRIGUEZ	Director Rodriguez advised that the City's water rights have been leased to the San Gabriel Water Company for three years, though they are now being leased to Valley County, which has the option for two one-year extensions. She added that staff is researching the location of a well.
FRED BARBOSA	Responding to several more questions by Fred Barbosa, Mr. Martinez indicated that, due to the management of the water master and other agencies, about 95% of the available water is captured, with a portion of that going to southern neighbors. He added that, although Valley County does not have the type of money to lease land for water

storage, other, larger agencies are actively pursuing additional locations to store water.

PROCLAMATION -
RED CROSS MONTH

PROCLAMATION – RED CROSS MONTH

The proclamation was made.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Burrola, to approve the Consent Calendar. The motion was unanimously approved; Councilmembers Breceda and Garcia abstaining on Item No. 20C.

ITEM NO. 20A
JOINT CITY COUNCIL
HOUSING AUTHORITY
MINUTES OF THE
MEETING HELD
MARCH 4, 2024

JOINT CITY COUNCIL / HOUSING AUTHORITY MINUTES OF THE
MEETING HELD MARCH 4, 2024

The minutes were approved.

ITEM NO. 20B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 20C
APPROVE AN
INCREASE IN
COMPENSATION AND
RELATED CHANGE
ORDER TO MOBILE
MODULAR FOR THE
TEMPORARY LEASE
OF TWO 24' X 40'
OFFICES

APPROVE AN INCREASE IN COMPENSATION AND RELATED
CHANGE ORDER TO MOBILE MODULAR FOR THE TEMPORARY
LEASE OF TWO 24' X 40' OFFICES

RESOLUTION NO.
2024-22-3499
ADOPTED

Resolution No. 2024-22-3499, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN INCREASE IN COMPENSATION AND RELATED CHANGE ORDER FOR MOBILE MODULAR FOR THE TEMPORARY LEASE OF TWO 24' X 40' OFFICES AND AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE A LEASE AGREEMENT TO REFLECT SAME,” was adopted; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 20D
HOUSING ELEMENT
ANNUAL PROGRESS
REPORT

HOUSING ELEMENT ANNUAL PROGRESS REPORT

RESOLUTION NO.
2024-21-3498
ADOPTED

Resolution No. 2024-21-3498, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RECEIVING AND APPROVING THE ANNUAL HOUSING ELEMENT PROGRESS REPORT AND AUTHORIZING STAFF TO SUBMIT THE HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR THE 2023 CALENDAR YEAR TO THE GOVERNOR’S OFFICE OF PLANNING AND RESEARCH (OPR) AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD,” was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

ROBERT DIAZ

Robert Diaz stated his preference that land at the Irwindale Brew Yard be zoned for commercial and recommended against allowing lot splits. He also voiced concern over a notice he received in the mail wherein he believes it is worded to insinuate that a decision to this regard has already been made.

FRED BARBOSA

Fred Barbosa disagreed and stated that the site Mr. Diaz referenced is not accessible as a commercial site, and stated his belief that all commercial developments are doomed to failure.

JASMINE LEOS

Jasmine Leos praised Juan the Bus Driver for his patience with the children that ride the bus, particularly those with disabilities like autism. She also noted speeding and inattentive motorists near Juarez and Irwindale Avenue and requested that something be done to make drivers pay more attention, such as placing yellow reflective strips around the traffic lights to make them more noticeable.

MAYOR AMBRIZ

Mayor Ambriz requested that the Police and Public Works / Engineering Departments work together to address the concern.

SUZANNE GOMEZ

Suzanne Gomez began stating that she enjoyed the recent Senior Center trip to Knott’s Berry Farm.

MAYOR AMBRIZ

Due to technical difficulties with the Zoom online meeting, Mayor Ambriz stated that additional comments to be made under Spontaneous Communications will be made once the difficulties have been resolved.

NEW BUSINESS

ITEM NO. 22A AB 481 COMPLIANCE AGENDA REPORT AND ORDINANCE
AB 481 COMPLIANCE
AGENDA REPORT AND
ORDINANCE

CHIEF HOFFORD Chief Hofford presented the staff report.

ORDINANCE NO. 766
INTRODUCED FOR
FIRST READING **Ordinance No. 766**, entitled:
"URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF IRWINDALE APPROVING AND ADOPTING INVENTORY
UPDATES OF MILITARY EQUIPMENT POLICY AS PART OF THE
IRWINDALE POLICE DEPARTMENT POLICY MANUAL IN
COMPLIANCE WITH ASSEMBLY BILL 481," was introduced for first
reading, reading by title only and waiving further reading thereof, on
the motion of Councilmember Breceda, seconded by Councilmember
Ortiz, and unanimously approved.

ITEM NO. 22B VERBAL UPDATE ON IRWINDALE PARK IMPROVEMENTS
VERBAL UPDATE ON
IRWINDALE PARK
IMPROVEMENTS
PROJECTS, PHASES
IV AND V

COUNCILMEMBERS
BRECEDA AND
GARCIA AND CITY Councilmembers Breceda and Garcia and City Manager Miranda
declared potential conflicts of interest with this item and exited the
Council Chambers at 7:42 p.m.

DIRECTOR CHAN Director Chan made a PowerPoint presentation and presented the
update. He advised that the contractor has completed planting all
trees as well as concrete improvements at the northern end of the
park. The horseshoe pit is also substantially completed. The
contractor continues working on the restroom and the installation of
roof tiles, lawn materials, shrubs, light poles, lighting fixtures, and
park amenities. Other remaining items include the concrete walk path
and wrought iron fencing around the picnic shelter. The project is
scheduled for completion in April 2024, subject to favorable weather;
staff is working to pressure the contractor to work quickly and
complete the project on time.

DIRECTOR RODRIGUEZ Director Rodriguez displayed more photos of the project progress.
She advised that the manufacturer of the concrete picnic tables
accidentally produced a small number of incorrect tables and, as
such, will provide the correct size tables to the City at the same price
as the smaller-sized tables. She discussed the table sizes and their
proposed locations.

FRED BARBOSA Fred Barbosa asked whether disabled parking stalls will be provided with this project, to which Director Chan advised that the striping portion of the project will not change the amount of available disabled parking stalls. However, the Civic Center Improvement Project, which would include the construction of a new Library building, will include additional ADA stalls and EV charging stalls, in accordance with the Building Code.

FRED BARBOSA Fred Barbosa stated that the new ADA parking stalls would not help those that are interested in visiting the pool.

SUZANNE GOMEZ Referencing Mr. Diaz's comments regarding commercial developments, Suzanne Gomez stated that the Council should consider allowing them, and that the site does not need to be only industrial. She also stated her belief that there are not enough workers at one time working on the park improvement project and stated that inclement weather is not a valid excuse for project delays.

MAYOR PRO TEM BURROLA Mayor Pro Tem Burrola stated that he has observed the many advancements in the project during a recent walkthrough.

MAYOR AMBRIZ Mayor Ambriz added that both he and Councilmember Ortiz also completed a project walkthrough and stated his belief that the park will look beautiful once the project is completed.

COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA There being no additional discussion on this item, Councilmembers Breceda and Garcia and City Manager Miranda returned to the Council Chambers at 8:04 pm.

PUBLIC HEARINGS None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA City Manager Miranda reported the following:

- 1) The Dan Diaz Recreation Center staff and programs will temporarily relocate to modules located on Calle de Paseo due to the Center's reroofing project. The Library Department will also relocate to the Senior Center. These relocations will occur from April 1 through June 15, 2024.
- 2) Applications are being accepted for an unscheduled vacancy on the Planning Commission for a term ending December 31, 2025. The deadline to apply is April 17.
- 3) The Renaissance Faire will be held at the Santa Fe Dam on weekends from April 6 through May 19.
- 4) An emergency preparedness workshop will be held on April 13 in the Council Chambers.
- 5) He provided details on upcoming Recreation and Senior Center

activities.

FUTURE AGENDA
ITEMS REQUESTED
BY COUNCIL MEMBERS

ITEM NO. 25A
REQUEST BY MAYOR
PRO TEM BURROLA
REGARDING DEPOSITS
AND REFUNDS FOR
CITY FIELD TRIPS

REQUEST BY MAYOR PRO TEM BURROLA REGARDING
DEPOSITS AND REFUNDS FOR CITY FIELD TRIPS

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola asked how long it took for seniors to receive trip deposit refunds when they don't attend trips, to which City Manager Miranda advised that resident seniors attend trips for free and do not provide deposits.

DIRECTOR RODRIGUEZ

Director Rodriguez concurred with City Manager Miranda and advised that the Council approved a comprehensive fee scheduled in 2021, wherein the Council instructed that all Community Services programs and activities be made available to residents at no charge. She noted, however, that non-residents pay deposits of 50% of the ticket costs to attend trips and noted that these deposits are not refunded if the non-residents do not attend the trips.

FRED BARBOSA

Fred Barbosa suggested that changes be made to make program registrants accountable for said registrations. He noted that the City is losing funding since it pays the costs for tickets and many times, the tickets are unused since registrants fail to attend, causing the City to eat the cost. He suggested that registrants be made to pay deposits, returnable if they attend.

DIRECTOR RODRIGUEZ

Director Rodriguez advised that a field trip policy is being circulated to the Parks & Recreation and Senior Citizen Commissions for input, after which the Council will decide whether to implement. She also noted that strict financial guidelines prohibit staff from holding onto cash deposits in envelopes and returning them to individuals after they attended the trips that they registered for.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola requested referring this matter to the Parks & Recreation Commission for follow up.

MAYOR AMBRIZ

Mayor Ambriz stated that the Council should continue this discussion when the field trip policy matter is addressed.

ITEM NO. 25B
REQUEST BY MAYOR
PRO TEM BURROLA

REQUEST BY MAYOR PRO TEM BURROLA RELATED TO THE
BLOCK WALL AT 5138 IRWINDALE AVENUE

RELATED TO THE
BLOCK WALL AT
5138 IRWINDALE
AVENUE

COUNCILMEMBER
BRECEDA AND
CITY MANAGER
MIRANDA

Councilmember Breceda and City Manager Miranda declared potential conflicts of interest and exited the Council Chambers at 8:14 p.m.

MAYOR PRO TEM
BURROLA

Mayor Pro Tem Burrola noted the difference in height between the north and south block walls at 5138 Irwindale Avenue and asked about wall height requirements per the Municipal Code. He stated that the police have been called to the area due to safety concerns with homeless individuals and stated that the homeowner is very concerned with her safety. He suggested potentially adding vinyl attachments to the wall to increase its height in order to provide more protection to the homeowner. He also asked whether the existing wall lies on the property line.

DIRECTOR SIMPSON

Director Simpson advised that the code currently requires walls to be up to three feet high with a 20-foot setback from the sidewalk, after which the wall could go as high as six feet. She then elaborated on the Municipal Code requirement as spelled out in section 17.68.080 and noted visibility requirements. Director Simpson noted that the existing wall was previously granted a variance so that it could exceed the three-foot height limit.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz asked whether wrought iron fencing could be placed atop the wall, to which Director Simpson advised that this would require a variance and noted that the property owner has not inquired about doing so. In order to grant a variance, certain findings would have to be made first.

Councilmember Ortiz expressed concern over the safety of the homeowner, to which Director Simpson stated that Code Enforcement staff could reach out to the neighboring property management company to address concerns over the activity of homeless individuals.

MAYOR AMBRIZ

Mayor Ambriz requested that both Code Enforcement and Police address the safety concerns raised.

COUNCILMEMBER
GARCIA

Councilmember Garcia spoke on the possibility of amending existing code requirements so that exceptions can be granted to extend wall heights to address safety concerns.

MAYOR AMBRIZ

Mayor Ambriz asked Mayor Pro Tem Burrola to reach out to the homeowner to have her submit a request for the wall height variance, to which City Attorney Guerra noted that this matter is on tonight's

agenda for potential placement at a future Council meeting agenda for discussion.

DIRECTOR CHAN Responding to one of Mayor Pro Tem Burrola's questions, Director Chan advised that the existing wall was placed on the property line. However, he recommended hiring a surveyor to verify, if the Council would prefer.

ROBERT DIAZ Robert Diaz spoke on his recollection of the Planning Commission's recommendation for wall heights.

MOTION A motion was made by Mayor Pro Tem Burrola, seconded by Councilmember Ortiz, to add this matter to a future agenda for further discussion. The motion was unanimously approved; Councilmember Breceda absent.

CITY MANAGER
MIRANDA At 8:31 p.m., City Manager Miranda returned to the Council Chambers.

ITEM NO. 25C
REQUEST BY MAYOR
PRO TEM BURROLA
RELATED TO BLOCK
WALLS; M-1 ZONE REQUEST BY MAYOR PRO TEM BURROLA RELATED TO BLOCK WALLS; M-1 ZONE

MAYOR PRO TEM
BURROLA Mayor Pro Tem Burrola stated that block wall heights for new housing developments are generally six feet and asked that the Planning Commission consider whether the walls surrounding new housing can be made higher.

DIRECTOR SIMPSON Director Simpson advised that the code currently requires masonry walls within M1 and M2 zones to be no less than six feet and no more than eight feet high, with an exception for the auto dismantling overlay zone, which is permitted to have an eight-foot wall around the site perimeter if it abuts residential properties.

CITY MANAGER
MIRANDA Responding to a question by City Manager Miranda, Mayor Pro Tem Burrola stated that he is asking for this to potentially apply to a future housing development on Allen Drive.

CITY ATTORNEY
GUERRA In response to a question by City Attorney Guerra, Director Simpson advised that the Council will soon address a zoning code update, which would be the best opportunity to discuss wall height requirements.

MAYOR PRO TEM
BURROLA Mayor Pro Tem Burrola also requested future Council consideration for installing solar panels to help reduce electricity costs for the pool heater and pump as well as for the Library.

COUNCIL CONSENSUS Council consensus was reached to add this matter to a future Council agenda.

ROBERT DIAZ Robert Diaz questioned why the zoning code update did not include diagrams for block wall heights as well as the criteria for measuring the walls' heights.

FRED BARBOSA Fred Barbosa noted that eight-foot walls require additional engineering and would therefore cost much more to build. He also suggested installing solar panels now as part of the park improvement project and indicated that these could be raised above the pool to provide shade.

**SPONTANEOUS
COMMUNICATIONS**

MAYOR AMBRIZ Mayor Ambriz resumed spontaneous communications.

BILL SHANER "Bill Shahner" and "Zachary Graham" made inappropriate comments.

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

Electronic Payments

March 2024

March 1 - 31, 2024



Number	Vendor Name	Date	Amount
ACH	US Bank	3/12/2024	13,406.35
ACH	BMO Bank	3/18/2024	582.61
WFB-23	CJPIA Excess Pool	3/29/2024	19,022.50
Report Total:			33,011.46

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
March 2024

Payroll Batch DATE OF ISSUE 3/7/24	402-03-24, 403-03-24 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	65,794.33
	14 Finance Department	27,987.27
	35 Police Department	231,613.94
	40 Recreation Department	28,772.71
	41 Aquatics Department	5,162.42
	42 Senior Citizens' Center	15,615.77
	44 Library	15,887.67
	51 Planning & Community Development	27,517.15
	52 Public Works - Engineering	28,163.04
	57 Public Works - Services	54,389.87
	Gross Payroll	502,635.32
	Required Deductions	(143,788.36)
	Voluntary Deductions	(21,173.27)
	Net Payroll	337,673.69
Payroll Batch DATE OF ISSUE 3/14/24	414-03-24 DEPARTMENT	AMOUNT
	52 Public Works - Engineering	5,647.91
	Gross Payroll	5,647.91
	Required Deductions	(1,765.20)
	Voluntary Deductions	-
	Net Payroll	3,882.71
Payroll Batch DATE OF ISSUE 3/21/24	416-03-24 DEPARTMENT	AMOUNT
	11 City Council	7,327.38
	13 City Administrative Office	60,539.12
	14 Finance Department	26,933.45
	35 Police Department	201,362.78
	40 Recreation Department	30,372.03
	41 Aquatics Department	5,965.11
	42 Senior Citizens' Center	16,535.42
	44 Library	16,779.14
	51 Planning & Community Development	27,098.03
	52 Public Works - Engineering	25,378.67
	57 Public Works - Services	52,150.08
	Gross Payroll	470,441.21
	Required Deductions	(132,618.29)
	Voluntary Deductions	(23,134.51)
	Net Payroll	314,688.41
Payroll Batch DATE OF ISSUE 3/25/24	425-03-24, 426-03-24 DEPARTMENT	AMOUNT
	35 Police Department	2,833.05
	40 Recreation Department	280.65
	Gross Payroll	3,113.70
	Required Deductions	(645.10)
	Voluntary Deductions	-
	Net Payroll	2,468.60

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 4/3/2024 4:34 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
101259	CALIFO56	California State Disbursement Unit	03/21/2024	604.15
101260	CALIFO57	California State Disbursement Unit	03/21/2024	143.07
101261	CITY01	City of Hope	03/21/2024	54.00
101262	FRANC06	Franchise Tax Board	03/21/2024	467.40
101263	ICEA	Irwindale City Employee Assoc.	03/21/2024	988.00
101264	IMEA	Irwindale Mgmt Employee Assoc.	03/21/2024	460.00
101265	IRWIND02	Irwindale Police Officers Assoc.	03/21/2024	3,188.00
101266	LOSANG31	Los Angeles County Sheriff's Dept.	03/21/2024	318.36
101267	CONCE01	Concentra	03/21/2024	48.00
101268	DURANJ	Jeanette Duran	03/21/2024	438.14
101269	HOMEDE	Home Depot Credit Services	03/21/2024	967.05
101270	PETTYC05	City of Irwindale-Admin Petty Cash	03/21/2024	365.31
101271	LEGAL03	Pre-Paid Legal Services, Inc.	03/21/2024	37.90
101272	RODRIG04	Elizabeth Rodriguez	03/21/2024	165.76
101273	SCFUELS	SC Fuels	03/21/2024	10,437.65
101274	SECT01	Sectran Security Inc.	03/21/2024	126.58
101275	SMART&	Smart & Final	03/21/2024	1,128.69
101276	ACUNA03	Luana Acuna	03/28/2024	293.84
101277	AGUILA06	Luz Aguilar	03/28/2024	35.73
101278	AH01	AH Illusions Inc.	03/28/2024	550.00
101279	OROSCO05	Rebecca Bardales	03/28/2024	148.00
101280	BELTRA	Eloise Beltran	03/28/2024	139.73
101281	NEST01	Blue Triton Brands, Inc.	03/28/2024	728.94
101282	BALDWI02	City of Baldwin Park	03/28/2024	1,100.71
101283	DELONG	Delong Unlimited	03/28/2024	2,220.45
101284	PMIDEN	Delta Dental Insurance Company	03/28/2024	583.27
101285	PMIDEN01	Delta Dental of California	03/28/2024	13,174.99
101286	EG01	E. G. Brennan & Co. Corp.	03/28/2024	195.00
101287	LOPEZ25	Nicholas Lopez	03/28/2024	147.91
101288	MMASC	MMASC	03/28/2024	125.00
101289	NATION23	National Union Fire Insurance	03/28/2024	747.66
101290	OFFICE03	ODP Business Solutions, LLC	03/28/2024	487.48
101291	OPTUM01	OptumRx, Inc.	03/28/2024	36,636.26
101292	ORT12	Jessica Ortiz	03/28/2024	42.63
101293	OSTERH01	Delfina Osterheim	03/28/2024	269.22
101294	PLACE01	PlaceWorks, Inc.	03/28/2024	40,017.16
101295	RODRIG14	Pedro Rodriguez	03/28/2024	191.78
101296	STANDA01	Standard Insurance Co. RV	03/28/2024	497.95
101297	STANDA03	Standard Insurance Company	03/28/2024	2,473.60
101298	TEXAS01	Texas Life Insurance Co.	03/28/2024	4,859.84
101299	verizonw	Verizon Wireless	03/28/2024	830.93
101300	VISION01	Vision Service Plan - (CA)	03/28/2024	1,681.47
101301	VISION01	Vision Service Plan - (CA)	03/28/2024	4,573.00
101302	ZEPEDA07	Priscilla Zepeda	03/28/2024	185.03
101303	THEL01	The Little Zoo	04/02/2024	550.00
101304	ACCO01	ACCO Engineering Systems	04/10/2024	2,556.00
101305	ALLCI01	All City Management Services, Inc	04/10/2024	998.10

Check No	Vendor No	Vendor Name	Check Date	Check Amount
101306	AZUSAP01	Azusa Plumbing Supply	04/10/2024	481.54
101307	BAKER01	Baker & Taylor Books	04/10/2024	188.09
101308	MIJACA	Balcon Holdings, Inc.	04/10/2024	222.00
101309	BARNEY	Barney's Locksmith Service	04/10/2024	191.65
101310	CINTAS	Cintas Corporation #693	04/10/2024	151.85
101311	CIVIC02	CivicPlus, LLC	04/10/2024	3,493.98
101312	COSTA01	Costar Realty Information, Inc.	04/10/2024	820.00
101313	DEPTOF02	County of LA Dept of Animal Care & Cont	04/10/2024	2,778.79
101314	COUNTY04	County of Los Angeles	04/10/2024	64,941.93
101315	LOSANG33	County of Los Angeles	04/10/2024	84,793.29
101316	CSG01	CSG Consultants	04/10/2024	2,100.00
101317	DELONG	Delong Unlimited	04/10/2024	1,931.61
101318	DLTSOL	DLT Solutions, LLC	04/10/2024	6,910.48
101319	DUDEK01	Dudek	04/10/2024	1,080.00
101320	EMPIRE01	Empire Today Holdings, Inc.	04/10/2024	4,755.42
101321	FAST02	Fast Response On-Site Testing	04/10/2024	2,750.00
101322	FCG01	FCG Consultants Inc.	04/10/2024	7,110.84
101323	FOOTH01	Foothill Communications, Inc.	04/10/2024	2,410.09
101324	FRAZ01	Frazier Capitol Valuation, Inc	04/10/2024	5,000.00
101325	GEOLOG	Geologic Associates	04/10/2024	123,100.23
101326	IRWIND23	Irwindale Business Center	04/10/2024	842.47
101327	JOEAGO	Joe A. Gonsalves & Son	04/10/2024	2,375.00
101328	JOHN01	Roger William Johnson	04/10/2024	1,600.00
101329	LANDSC	Landscape Warehouse III Inc.	04/10/2024	67.58
101330	LAWE01	Law Enforcement Medical Services, Inc.	04/10/2024	800.00
101331	LIEBERT	Liebert Cassidy Whitmore	04/10/2024	5,394.00
101332	MAINTE01	Maintex	04/10/2024	654.45
101333	MIDAS	Manuel C Muratalla	04/10/2024	1,437.63
101334	MARXBR	Marx Bros Fire Extinguisher Co	04/10/2024	3,769.52
101335	MOTOR02	Motorola Solutions	04/10/2024	1,742.32
101336	OFFICE03	ODP Business Solutions, LLC	04/10/2024	947.66
101337	PRO01	Pro Line Gym Floors	04/10/2024	4,150.00
101338	PROPRINT	Pro Printing, Inc.	04/10/2024	3,022.19
101339	SOUTH06	South Coast AQMD	04/10/2024	251.11
101340	SOUTH09	Southern Computer Warehouse Inc,	04/10/2024	3,728.84
101341	STATEO01	State Of California	04/10/2024	164.00
101342	STERIC01	Stericycle, Inc.	04/10/2024	100.12
101343	LEES01	Chad A. Streelman	04/10/2024	143.32
101344	SWANK01	Swank Motion Pictures, Inc.	04/10/2024	342.00
101345	ULINE01	Uline	04/10/2024	567.03
101346	VALDI01	Jose Valdivia	04/10/2024	1,456.08
101347	WALT01	Walters Wholesale Electric Co.	04/10/2024	65.79
101348	WESTCO05	West Coast Arborists, Inc.	04/10/2024	34,972.35
101349	YTIRES	Y Tire Sales	04/10/2024	2,464.12
Report Total (91 checks):				523,249.11

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: April 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for the Irwindale Veterans Monument Improvements Project – Phase II; P-1059

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to execute a contract agreement between the City of Irwindale and Mariposa Landscapes, Inc for the Irwindale Veterans Monument Improvements Project – Phase II in the amount of \$209,546.00 subject to approval as to form by the City Attorney's office; and (2) approve a 10% project contingency in the amount of \$20,955.00 to cover any unforeseeable changes that may arise during design.

Administrative Action:

Submitted by:

Eddie Chan, Director
of
Engineering/Building
Official



Prepared by:

Luis Pimentel,
Associate Engineer



Reviewed by:

Adrian R. Guerra, City Attorney

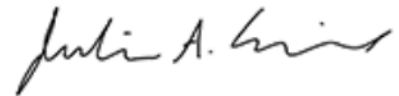


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale Veterans Monument Improvements Project was initiated at the request of the City Council to enhance the condition of the existing monument. The project was divided into two phases, with Phase I successfully completed in November 2023. Phase I involved the installation of seven new flag poles around the monument. The City is now advancing to Phase II of the project, which encompasses landscaping, irrigation, hardscaping, installation of benches, lighting, and other electrical work.

On March 3, 2024, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The final submission date for bids on PlanetBids was March 26, 2024, at 10:30 am. The City received (3) bids with the following results:

	Contractor	Base Bid	Alternate Bid No. 1
1	Mariposa Landscapes, Inc.	\$209,546	\$46,504
2	R Dependable Const. Inc.	\$220,000	\$70,000
3	Hardy & Harper	\$241,400	\$185,000

Staff reviewed the bid proposals and found Mariposa Landscapes, Inc. to be the lowest responsible bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public works contracts, and having good references. Prior to the bid solicitation, staff also sought a quote from West Coast Arborists, Inc. (WCA) for specific work outlined in Alternate Bid No. 1, which involved the removal of seven (7) existing palm trees and planting of eight (8) new queen palm trees. WCA's quote for this work amounted to \$19,871.75, significantly lower than the bids received.

In light of this, staff recommends awarding the contract to Mariposa Landscapes, Inc. for the base bid amount of \$209,546 for the project, and contracting WCA separately to carry out the work specified in Alternate Bid No. 1. This WCA purchase order will be authorized under the City Manager's signing authority, and no approval is needed from the City Council.

The attached contract agreement has been reviewed and approved as to form by the City Attorney's office.

Fiscal Impact:

Funding for this Project was budgeted in the FY 2023/2024 CIP Budget as the Irwindale Veterans Memorial project in the amount of \$300,000. The total cost for Phase II of this Project is \$230,501 (\$209,546 + \$20,955 (10% Construction Contingency)). With Phase I completed, the remaining budget in this account is \$237,248 which is sufficient funding for Phase II. This Project is funded by the General Fund and accounted for in the Capital Projects Fund 48 (Account Number 48-80-800-45200-8246).

Attachments:

1. 04-10-2024 (AGREEMENT) Award of Contract for Irwindale Veterans Monument Improvements Project - Phase II; P-1059
2. WCA Quote

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
MARIPOSA LANDSCAPES, INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 10th day of April, 2024, by and between the City of Irwindale, a California charter city (“**City**”) and Mariposa Landscapes, Inc, a California corporation, (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Irwindale Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

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. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled **Irwindale Veterans Monument Improvements Project – Phase II; P-1059 (“Project”)**. All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part

hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

The provisions of the most recent edition of Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury; certify and make such payroll records available for inspection; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers

the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor 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 Contractor'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, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work 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, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

1.7 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunk lines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.8 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than \$25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, 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 caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming

materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.11 Additional Work and Change Orders.

(a) 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 Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works Engineering or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Scope of Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their

designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) 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.

1.12 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 Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Two Hundred Nine Thousand Five Hundred Forty-Six Dollars (\$209,546.00)** ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor 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 Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor 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 that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code

Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

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

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project by June 28, 2024, after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1000.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

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 Contractor, 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 Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

4.1 Representatives and Personnel of Contractor.

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

Terry Noriega (Name)	President (Title)
(Name)	(Title)
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor'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 Contractor.

Contractor 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. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor'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. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Luis Pimentel or any other person as may be designated by the City's Director of Public Works Engineering or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have

authority, if specified in writing by the City's Director of Public Works Engineering or City Engineer, 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 Contractor, 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 Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor 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. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor 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. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. 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 Contractor, 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. 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. Contractor 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 Contractor 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 \$2,000,000 combined single limit for each accident.

(c) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(d) Builder’s Risk Insurance. Contractor shall maintain Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor’s Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that

would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor 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 include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. 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.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to 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.

(e) 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor 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 Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. 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. Contractor 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 and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and 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 of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor'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. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

(q) Additional Insurance. Contractor 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 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnatee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed \$25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "D" and Exhibit "E" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond

until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 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 Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor 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.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor 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, Contractor agrees that if Contractor 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, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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 Contractor, 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 Project Manager or upon the termination of this Agreement, and Contractor 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 Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use,

reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted 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 Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor 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) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

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

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

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

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either Party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is

not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(i) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to

respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both Parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo.

7.5 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 Contractor 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.

7.6 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.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

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 Contractor, 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 Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor 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 Contractor's performance of services under this Agreement. Contractor 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 Project Manager. Contractor 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 his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor 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.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor 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, Contractor 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 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 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 Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, 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.

9.3 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.

9.4 Counterparts.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.5 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 Contractor 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.

9.6 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.

9.7 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. Contractor 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. Contractor 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. Contractor 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 _____

9.8 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 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 California
charter city

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

Mariposa Landscapes, Inc., a California
corporation

*By: _____
Name: Terry Noriega
Title: President

*By: _____
Name: _____
Title: _____

Address: 6232 Santos Diaz St.
Irwindale, CA 91702

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

- I. Contractor will perform construction services related to the “Irwindale Veterans Monument Improvements Project – Phase II; P-1059”, which is identified in the City’s Capital Improvement Program (“Project”) including, but not limited to, the following:**
 - A. Installation of New 6” Concrete Pad;**
 - B. Furnish and Install New Bollard Lights;**
 - C. Install New Electrical Per Plans and Specifications;**
 - D. Furnish and Install Inground LED Flag Uplights;**
 - E. Furnish and Install Palm Tree Uplights;**
 - F. Furnish and Install new Precast Concrete Benches;**
 - G. Remove and Relocate Existing Light Pole on New concrete Pad; and**
 - H. Furnish and Plant New Privet Hedge and Design-Build New Drip Irrigation System for the Newly Planted Palm Trees and Hedges.**
- II. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep City apprised of the status of performance by delivering status reports as may be required by City from time to time.**
- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- IV. Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic in accordance with the Work Area Traffic Control Handbook (“WATCH”), latest edition.**

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

[NOT APPLICABLE]

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

IRWINDALE VETERANS MONUMENT IMPROVEMENTS PROJECT – PHASE II
P-1059

BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	\$9,656.00	\$9,656.00
2	CLEARING AND GRUBBING	1	LS	\$3,780.00	\$3,780.00
3	DEMOLITION	1	LS	\$3,703.00	\$3,703.00
4	INSTALL NEW 6" CONCRETE PAD (The provisions of Sections 3-2.2.2 and 3-2.2.3 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply to this item.)	1000	SF	\$9.35	\$9,350.00
5	FURNISH AND INSTALL NEW BOLLARD LIGHTS	2	EA	\$12,820.00	\$25,640.00
6	INSTALL NEW ELECTRICAL PER PLANS AND SPECIFICATIONS	1	LS	\$8,589.00	\$8,589.00
7	FURNISH AND INSTALL INGROUND LED FLAG UPLIGHTS	14	EA	\$3,307.00	\$46,298.00
8	FURNISH AND INSTALL PALM TREE UPLIGHTS	16	EA	\$4,807.00	\$76,912.00
9	FURNISH AND INSTALL NEW PRECAST CONCRETE BENCHES	2	EA	\$2,488.00	\$4,976.00

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
10	REMOVE AND RELOCATE EXISTING LIGHT POLE ON NEW CONCRETE PAD	2	EA	\$3,205.00	\$6,410.00
11	FURNISH AND PLANT NEW PRIVET HEDGE	1	LS	\$5,420.00	\$5,420.00
12	DESIGN-BUILD NEW DRIP IRRIGATION SYSTEM FOR THE NEWLY PLANTED PALM TREES AND HEDGES	1	LS	\$8,812.00	\$8,812.00

**TOTAL BASE BID FOR IRWINDALE VETERANS MONUMENT IMPROVEMENTS PROJECT
– PHASE II:**

\$209,546.00

Two Hundred Nine Thousand Five Hundred Forty Six Dollars and Zero Cents

(TOTAL BASE BID AMOUNT WRITTEN IN WORDS)

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Project.
- C. Line items for the price and quantity of all materials, equipment and work.
- D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed \$209,546.00 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the Parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") and those for whose benefit this bond insures in the sum of _____ **U.S. Dollars and _____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the Parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.



WEST COAST ARBORISTS, INC.

2200 E. Via Burton Street Anaheim, CA 92806
800.521.3714 Phone 714.991.7844 E-Fax WCAINC.COM

Proforma
85083

PROFORMA FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact		Billing Contact	
PEDRO RODRIGUEZ	CITY OF IRWINDALE	ELIZABETH RODRIGUEZ	CITY OF IRWINDALE
5050 N. IRWINDALE AVENUE	IRWINDALE, CA 91706	5050 N. IRWINDALE AVENUE	IRWINDALE, CA 91706
626.430.2232 prod@irwindaleca.gov		626.430.2211 erod@irwindaleca.gov	
Inventory Needed		Link Funds to Job #	
Yes		76276	
DIR Project ID #		Purchase Order #	

JOB LOCATION

Memorial in front of City Hall.

SCOPE OF WORK

(7) Palm tree and stump removals.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
105.00	Tree & Stump Removal 0-24 DSH	Inch	\$38.85	\$4,079.25
GRAND TOTAL:				\$4,079.25

COMMENTS

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the customer's/city's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination; Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws.

CA Contractors License 366764

Federal Tax ID: 95-3250682

CA DIR Registration 1000000956

JOHN PINEDA

AREA MANAGER

09/01/23

ESTIMATED BY

TITLE

DATE

ACCEPTED BY

TITLE

DATE



PROPOSAL FOR TREE MAINTENANCE SERVICES

CUSTOMER INFORMATION

Main Contact		Billing Contact	
PEDRO RODRIGUEZ	ELIZABETH RODRIGUEZ	CITY OF IRWINDALE	CITY OF IRWINDALE
5050 N. IRWINDALE AVENUE	5050 N. IRWINDALE AVENUE	IRWINDALE, CA 91706	IRWINDALE, CA 91706
626.430.2232 prod@irwindaleca.gov	626.430.2211 erod@irwindaleca.gov		
Inventory Needed		Link Funds to Job #	
Yes		76276	
		Purchase Order #	
		DIR Project ID #	

JOB LOCATION

City Hall Memorial

SCOPE OF WORK

Plant (8) -15 foot (trunk) Queen palm trees.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
8.00	15' Queen Palms Planting	Each	\$1,600.00	\$12,800.00
30.00	Specialty Equipment Rental	Hour	\$99.75	\$2,992.50
GRAND TOTAL:				\$15,792.50

COMMENTS

City to identify exact locations around memorial.

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the customer's/city's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws.

CA Contractors License 366764 Federal Tax ID: 95-3250682 CA DIR Registration 1000000956

ESTIMATED BY JOHN PINEDA AREA MANAGER DATE 09/05/23

ACCEPTED BY TITLE DATE

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: April 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award of Contract for the Development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan; P-1060

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to execute a contract agreement between the City of Irwindale and GTS for the development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan in the amount of \$183,860.00 subject to approval as to form by the City Attorney's office; and (2) approve a 10% project contingency in the amount of \$18,386.00 to cover any unforeseeable changes that may arise during design.

Administrative Action:

Submitted by:

Eddie Chan, Director
of
Engineering/Building
Official



Prepared by:

Luis Pimentel,
Associate Engineer



Reviewed by:

Adrian R. Guerra, City Attorney

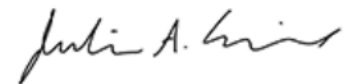


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The [Bipartisan Infrastructure Law](#) (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The SS4A program supports the U.S. Department of Transportation's [National Roadway Safety Strategy](#) and goal of zero roadway deaths.

On Feb. 1, 2023, U.S. Transportation Secretary Pete Buttigieg announced \$800 million in grant awards for 511 projects through the first round of funding for the SS4A grant program. The program supports the development of a comprehensive safety action plan (Action Plan) that identifies the most significant roadway safety concerns in a community and the implementation of projects and strategies to address roadway safety issues. Action Plans are the foundation of the SS4A grant program. SS4A requires an eligible Action Plan be in place before applying to implement projects and strategies. Action Plan grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions.

The City of Irwindale was awarded an Action Plan grant from the U.S. Department of Transportation Federal Highway Administration (FHWA) in the amount of \$184,000. The Action Plan grant supports up to 80% of the total cost of developing an action plan for the City and the City provides a 20% local match share in the amount of \$46,000. The total estimated cost to develop the Action Plan was \$230,000.

At the City Council meeting on September 19, 2023, the SS4A Grant Agreement was approved and subsequently submitted to FHWA for execution. FHWA executed the agreement which is required in order for grant recipients to be eligible for reimbursement of SS4A Action Plan expenditures. This allowed the City to advertise a Request for Proposal (RFP) for this project.

On February 12, 2024, staff issued an RFP for the development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan. The RFP was advertised in the San Gabriel Valley Tribune on February 15, 2024. The final submission date for proposals on PlanetBids was March 5, 2024, at 5:00 pm. The City received (6) proposals from qualified firms with the following results:

CONSULTANT	RANKING	FEE PROPOSAL
GTS	1	\$183,860.00
Kimley-Horn	2	\$183,636.18
KOA	3	\$224,471.00
Iteris	4	\$228,380.00
TJKM	5	\$229,848.00
Fehr & Peers	6	\$229,480.00

Irwindale Municipal Code (IMC) 3.44.020 Definition of “Services” exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy, which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D).

Staff evaluated each proposal received by ranking each consultant based on technical competency, project understanding, experience, staff qualifications, and availability. Following this comprehensive evaluation, the top four (4) most qualified firms were invited for interviews. Among these, GTS was determined to be the most qualified firm with extensive experience in developing SS4A Action Plans for public agencies.

Staff recommends awarding the contract to GTS for the development of a Safe Streets for All (SS4A) Comprehensive Safety Action Plan for the City of Irwindale.

The attached contract agreement has been reviewed and approved as to form by the City Attorney’s office.

Fiscal Impact:

Funding for this project is budgeted in the FY 2023/2024 CIP Budget as the Safe Streets for All (SS4A) Action Plan in the amount of \$230,000 (Account Number 48-80-800-45300-8357). The total cost for this project is \$202,246 (\$183,860 + \$18,386 (10% Contingency)). The City of Irwindale will be eligible to receive reimbursement of up to \$184,000 from the SS4A Grant, which is estimated to be 80% of the total cost of developing the Action Plan. The City is responsible for local match share which is the remaining 20% of \$46,000, where \$23,000 is funded from the General Fund and \$23,000 from the Mining Impact Fund.

Attachments:

1. Contract Agreement - GTS, SS4A

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF IRWINDALE AND GENERAL TECHNOLOGIES AND SOLUTIONS
(GTS) LLC
FOR
DEVELOPMENT OF A SAFE STREETS FOR ALL (SS4A) COMPREHENSIVE
SAFETY ACTION PLAN; P-1060**

This AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 10th day of April, 2024 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation (“City”) and General Technologies and Solutions (GTS) LLC, a California limited liability company (“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 One Hundred Eighty-Three Thousand Eight Hundred Sixty Dollars (\$183,860.00) (“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 10 percent (%) of the Contract Sum but not exceeding a total amount of Eighteen Thousand Three Hundred Eighty Six Dollars (\$18,386.00) 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").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Mr. Rawad Hani, PE, TE, RSP1 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. Mr. Julian A. Miranda [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 may 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 and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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 California charter city and municipal corporation

Julian Miranda, City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

GENERAL TECHNOLOGIES AND SOLUTIONS
(GTS) LLC

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 11900 W. Olympic Blvd., Suite 450
Los Angeles, CA 90064

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 _____, 2024 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 _____, 2024 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

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CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

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NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Detailed Scope of Work (Implementation Plan)

GTS will prepare the City of Irwindale's Safe Streets for All (SS4A) Comprehensive Safety Action Plan, including all required components and satisfying all the requirements of the US DOT Safe Streets and Roads for All Grant Program. This section contains our detailed scope of work and implementation plan for accomplishing the requested services, and is organized according to the tasks outlined in Section II, Required Services, of the RFP.

Our project team (see Section B) is able to perform all the services outlined in this Scope of Work.

A1. Leadership Commitment and Goal Setting

Task 1.1: Vision Zero Commitment

It is our understanding that the City's goal is to achieve zero roadway fatalities by the year 2030 and a 50% reduction in crashes resulting in injury along arterials, collectors, and local roads. This "Vision Zero" commitment is one of the key requirements of an SS4A Comprehensive Safety Action Plan. For the City's Vision Zero commitment to be meaningful and achievable, it is essential to generate buy-in from stakeholders throughout the planning process.

GTS will include discussion and recap of the Vision Zero goals in all public workshops and Implementation Group meetings. GTS will collaborate with City staff, elected leaders, and the appropriate stakeholders to generate buy-in for the official commitment.

Consequently, the Vision Zero commitment will be the outcome of a collaborative process involving City staff, elected leaders, and the appropriate stakeholders to agree upon the desired target date for eliminating roadway fatalities and serious injuries and/or the percentage reduction of roadway fatalities and serious injuries to be achieved, and the date by which it will be achieved.

The Vision Zero commitment will be a key part of the final presentation to the City Council and will be the overarching goal of the SS4A Comprehensive Safety Action Plan. GTS will prepare a draft resolution for the City Council containing an official public commitment to an eventual goal of zero roadway fatalities and serious injuries, consistent with City aspirations and SS4A requirements.

A2. Planning Structure

Task 2.1: Project Management

GTS will manage the project, including the organization of regular meetings, the provision of progress reports to the City, and regular invoicing. **As a value-added item, we will support the City with funding administration throughout the project duration, ensuring that all reimbursement packages are correct and complete and supporting as needed to secure timely reimbursement.**

Task 2.2: Kick-off Meeting

At the initiation of the project, GTS will organize a kick-off meeting with City staff to discuss the plan's goals and objectives and the requirements to be met. The kick-off meeting will allow City representatives and GTS to work together to review the scope of work and schedule, finalize the tasks and topics to be addressed, discuss roles and responsibilities including the City's expectations regarding deliverables, establish invoicing requirements, and confirm the communication protocol. Following the kickoff meeting, we will prepare meeting notes and an Implementation Group contact list that includes City and GTS staff.

Task 2.3: Implementation Group Meetings

In collaboration with City staff, GTS will establish a multi-disciplinary stakeholder group, the Implementation Group, which will be charged with oversight of the plan development, implementation, and monitoring.

Stakeholder entities to be included in the Implementation Group may include, but not be limited to, the following:

- City of Irwindale Public Works Department
- City of Irwindale Police Department
- City of Irwindale Recreation Department
- City of Irwindale Community Development

- City of Irwindale Senior Center
- ActiveSGV
- Los Angeles County Fire Department
- San Gabriel Valley Council of Governments (SGVCOG)
- California Department of Transportation (Caltrans)
- Los Angeles County Metropolitan Transportation Authority (Metro)
- Foothill Transit

GTS will collaborate with City staff to facilitate the meetings of the Implementation Group, which will occur at regular intervals throughout the planning process (anticipating 5 meetings, which may include in-person and/or virtual meetings). GTS will provide all agendas, presentation materials, and minutes for the Implementation Group meetings.

The anticipated Implementation Group meeting structure is as follows:

- Meeting 1: Project overview, overview of plan requirements; review and discussion of project schedule, data needs, relevant existing plans and processes, and intended planning process.
- Meeting 2: Review of high-injury network and baseline safety analysis.
- Meeting 3: Review of project website and initial countermeasures.
- Meeting 4: Review of public input, prioritized projects and strategies, SS4A Comprehensive Safety Action Plan outline and draft sections, ongoing evaluation and monitoring process, and project funding opportunities.
- Meeting 5: Review of SS4A Comprehensive Safety Action Plan draft

Task 2.4: Status Update Meetings

In addition to the Implementation Group meetings, GTS will host regular status update meetings with City staff and maintain a short-term action list that identifies completed, underway, and upcoming tasks along with anticipated dates and progress notes. Status update meetings will be virtual and can be held bi-weekly, monthly, or at other intervals preferred by the City.

Task 2.5: Plan Coordination

The planning process will be coordinated and aligned with other existing plans and processes as applicable, including but not limited to the following:

- City of Irwindale General Plan
- City of Irwindale Active Transportation Plan
- Relevant plans of adjacent Cities as applicable
- San Gabriel Valley Regional Active Transportation Project
- SGV Greenway Network initiative
- GoSGV regional e-bike share
- 626 Golden Streets initiative
- Emerald Necklace Vision Plan

Task 2.6: Deliverables

GTS will provide the following deliverables to the City:

1. Baseline safety analysis report.
2. Stakeholder and public engagement activities and summaries.
3. Regular meetings with City Staff, monthly progress reports, and preparation and submission of invoices.
 - a. Monthly progress reports will include performed work; upcoming tasks or milestones; status of scope, schedule, and budget; and risk assessment and proposed mitigation.
4. Executive Summary/Fact Sheet (highly graphic, highlighting major assumptions, strategies, and recommendations at the completion of this project).
5. Final high-resolution PDF of the Comprehensive Safety Action Plan
6. All data and study products, meeting summaries, public feedback, Racial Equity and technical analyses.
7. Final presentation to the City Council to give an overview of the Action Plan, provide recommendations for implementation projects, and encourage commitment from the City to the Action Plan.

The final deliverable of this project will be a Safe Streets for All Action Plan that meets all Federal requirements

under the SS4A Program and outlines an implementation process for the next 5 years. The following is a tentative outline for the plan document:

1. Call to Action / Vision Zero Commitment / Resolution
2. Introduction / Overview of Planning Process
3. Vision Statement and Guiding Principles
4. Collision Trend Analysis
 - a. High-crash Corridors
 - b. High-crash Intersections
 - c. Crash Baseline Analysis
 - d. Crash Types
5. Public and Stakeholder Input
6. Equity Considerations
7. Countermeasures/Strategies and Projects
8. Policy and Process Changes
9. Prioritized Action Plan
10. Evaluation and Measurement of Progress
11. Project Funding Mechanisms

A3. Safety Analysis

Task 3.1: Crash Data Analysis

GTS will obtain a dataset of geolocated crash data for the most recent available five-year period. The following variables, at a minimum, will be analyzed, cross-tabulated, and summary statistics provided:

- Locations of crashes
- Severity of crashes (Fatal, Severe Injury, Other Visible Injury, Complaint of Pain, Property Damage Only)
- Crash type (such as rear-end, head-on, sideswipe, fixed object, etc.)
- Contributing factors
- Transportation modes involved (such as automobile, pedestrian, bicycle, truck, transit, etc.)

3.2: Baseline Assessment

The crash data, as well as community and stakeholder input, will inform the analysis of existing conditions and historical trends. This will allow us to develop a baseline assessment of crashes throughout the City, which will include analysis of crash severity, crash type by road user type (motorist, pedestrian, bicyclist, etc.). The baseline assessment will include an analysis of systemic and specific safety needs, including but not limited to the following:

- High-risk road features
- Factors present in the built environment
- Specific safety needs of relevant road users
- Systemic safety needs
- Demographic factors
- Structural issues

Our approach to safety analysis includes statistical network screening using Highway Safety Manual Methods to identify locations with higher-than-expected collision activity. As such, GTS will develop a geospatial high-injury network, consisting of intersections and corridors within the City with the highest rates and/or incidence of injury and fatal crashes. We may also refer to the Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS) data to supplement and compare collision data. For fatal and severe collisions, we will request collision reports that provide in-depth information.

Task 3.3: High-Injury Network

GTS will then rank all the intersections and roadway segments within the City by collision frequency and Equivalent Property Damage Only (EPDO) scores, as documented in the Highway Safety Manual. In this method, weighting factors related to the societal costs of fatal, injury, and property damage-only crashes are assigned to crashes by severity to develop an equivalent property damage-only score that considers the frequency and severity of

crashes. The sites are ranked from high to low EPDO score. Those sites at the upper end of the list may be selected for investigation.

GTS will then focus on crash type over-representation. City-wide data is used to determine the typical collision type mix for each of the functional classifications and intersection control types. Then the collision type mix is reviewed for each segment and intersection to highlight those with high concentrations of a specific collision factor. Factors analyzed would include:

- Fatal Collisions
- Serious Injury Collisions
- Broadside Collisions
- Rear-End Collisions
- Sideswipe Collisions
- Head-On Collisions
- Single Vehicle Collisions (run off road, fixed object, parked vehicle, other)
- Bicycle Collisions
- Pedestrian Collisions
- Wet/Slippery Road Collisions
- Nighttime Collisions
- Collisions Involving Alcohol/Drugs
- Collisions Involving Driver Inattention
- Collisions Involving Speeding/ Aggressive Driving

The resulting list would include the number of collisions for each factor. We will provide an inventory of sites including all roadway segments and intersections with three or more collisions (needed for statistical evaluation) ranked by overall number of collisions per Local Roadway Safety Manual Guidance.

We will then recommend up to 20 locations for further evaluation and potential project development based on amount of collision activity, collision severity, unusual collision patterns, and site variability to maximize the potential number of systemic factors and mitigations identified.

A4. Engagement and Collaboration

Task 4.1: Stakeholder Engagement

GTS will coordinate with the City Public Information Office, other applicable City staff, and the Implementation Group to develop a robust public engagement effort that will allow for community representation and feedback. Internal City stakeholders, the public, City Council members, and the appropriate boards, commissions, committees, and the private sector will be included. Information received from engagement and collaboration will be analyzed and incorporated into the SS4A Comprehensive Safety Action Plan.

GTS will coordinate with neighboring Cities in the planning process as appropriate, with the understanding that several roads run along the City boundary of Irwindale and thus may have shared jurisdiction.

GTS will pay particular attention to using inclusive and representative processes for stakeholder engagement. We will utilize available data and collaboration with partners to identify underserved communities. The analysis will include population characteristics and an initial equity impact assessment of the proposed projects and strategies.

Task 4.2: Community Meetings

For in-person public engagement, we propose to hold public meetings at a venue to be determined by the City, and to distribute informational materials at community gathering places such as the Irwindale Public Library, Senior Center, or other venues to be determined by the City. **GTS proposes to facilitate two (2) in-person public meetings.**

For virtual public engagement, we propose to set up an interactive project website on Social Pinpoint or a similar platform, which will include an interactive map where users can post comments, a survey to gather community feedback, a project overview and schedule, meeting announcements, and other pertinent information. **To reach members of the community who are not able to attend either of the in-person meetings, GTS proposes to facilitate one (1) virtual public meeting.**

GTS will prepare and produce all meeting materials, present them to attendees as needed, and document the meetings and their outcomes. GTS will coordinate with City staff to design outreach materials and project branding with a consistent look and feel.

All community outreach materials (website, flyers, meeting agendas) will be provided in both Spanish and English.

Task 4.3: Public Input Synthesis

Information received from engagement and collaboration will be analyzed and incorporated into the SS4A Comprehensive Safety Action Plan, including qualitative and quantitative analysis of the public input that is received.

A5. Equity Considerations

Task 5.1: Equity Analysis

GTS will pay particular attention to using inclusive and representative processes for stakeholder engagement and engaging the whole community, including underserved populations. Our public involvement strategy (in-person and virtual, and bilingual) aims to reach as broad a cross-section of the community as possible. We will utilize available data and collaboration with partners to identify underserved communities. The analysis will include population characteristics and an initial equity impact assessment of the proposed projects and strategies.

A6. Policy and Process Changes

Task 6.1: Policy Analysis

The SS4A planning process will include a comprehensive assessment of the City's current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes and policies can prioritize transportation safety. The plan will also identify any internal policy conflicts that need to be addressed. This assessment will include, at a minimum, the following items:

- City of Inwindale General Plan
- City of Inwindale Active Transportation Plan (2021)
- Design standards used by the City of Inwindale Public Works Department
- City of Inwindale Complete Streets Policy (adopted 2016)
- City of Inwindale Economic Strategic Plan
- City of Inwindale Commercial and Industrial Design Guidelines

The SS4A Comprehensive Safety Action Plan will discuss implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate, including the steps involved in implementation. If specific changes in policies, guidelines, or standards are identified as part of the planning process, GTS will work with local champions and elected leaders to implement and adopt the recommended policy, guidelines, or standards in tandem with the SS4A Comprehensive Safety Action Plan.

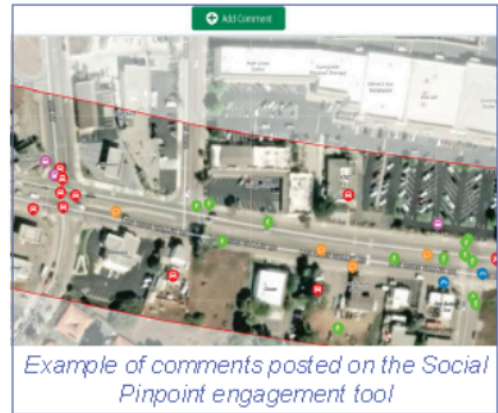
A7. Strategy and Project Selections

Task 7.1: Projects and Strategies

GTS will develop a comprehensive set of projects and strategies to address the safety problems identified in the Action Plan, informed by data, evidence, best practices, stakeholder input, and equity considerations. Focusing on a safe system approach, the strategy identification will include quick-build short-term countermeasures that can be implemented with relatively few resources, as well as longer-term countermeasures. The countermeasure projects will be cost-feasible and fundable through grant programs such as the Safe Streets and Roads for All program.

The projects and strategies will focus on a Safe System Approach, acknowledging that deaths and serious injuries are unacceptable; humans make mistakes; humans are vulnerable; responsibility is shared; safety improvements must be done proactively; and redundancy is crucial.

Multidisciplinary projects and strategies will be included, from the perspective of engineering, education, and



Example of comments posted on the Social Pinpoint engagement tool

enforcement. The identification of projects and strategies will be shaped by data, the best available evidence, and noteworthy practices, as well as stakeholder input and equity considerations, to address the identified safety problems.

The identified projects and strategies will be associated with specific target parameters such as road user categories, locations within the high-injury network, target crash types, contributing factors, and driver behaviors. Interventions will be focused on infrastructure, behavioral, and/or operational safety.

We will also note emerging technologies, including AI-driven solutions, smart mobility solutions, advanced dilemma zone detection, data collection innovations, and other emerging technologies that can improve safety within the City.

Task 7.2: Prioritization

Projects and strategies will be prioritized based on metrics to be identified and agreed upon by the City and the Implementation Group. The metrics may include the following:

- Benefit-Cost Ratio (for engineering countermeasures, reflecting the same procedure used by the HSIP grant program to determine funding)
- Public acceptance and preference
- Equity considerations
- Systemic nature of strategies
- City's CIP and funding considerations
- Funding availability for non-engineering programs and campaigns
- Potential for grant award
- Other factors recommended by City Staff and Implementation Group

GTS will work with the City to develop a timeframe for implementation, categorizing the projects and strategies into short, medium, and long term.

Detailed cost estimation will not be provided; however, a planning-level cost estimation for each safety project will be developed. Concept designs will be prepared, if necessary, for cost estimation. **As a value-added item, we will prepare design concept exhibits for up to ten (10) locations.**

As an additional value-added item, GTS will assist the City in preparing a grant application for SS4A implementation funding.

A8. Progress and Transparency

Task 8.1: Monitoring and Evaluation Methodology

GTS will collaborate with City staff, the Implementation Group, and the community to develop and agree upon a methodology for monitoring and evaluating the plan's outcome, with specific performance measures. This will include a framework for ongoing, transparent public and stakeholder involvement as the plan is implemented. At a minimum, this will include annual public and accessible progress reports that will measure the community's progress in achieving SS4A goals. In addition, a web location will be identified and publicized for permanent hosting of the SS4A Comprehensive Safety Action Plan and hosting of future updates and announcements.

A9. Summary of Value-Added Items

GTS proposes the following value-added items beyond the scope of work outlined in the RFP:

- **GTS will prepare design concept exhibits for up to ten (10) locations.**
- **GTS will assist the City in preparing a grant application for SS4A implementation funding.**
- **All community outreach materials (website, flyers, meeting agendas) will be provided in both Spanish and English.**
- **GTS will support the City with funding administration as noted under Task 2.1.**
- **GTS will be available as needed to advise the City on addressing road safety elements throughout the project duration.**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Baseline safety analysis report.
- B. Stakeholder and public engagement activities and summaries.
- C. Regular meetings with City Staff, monthly progress reports, and preparation and submission of invoices.
 - a. Monthly progress reports should include performed work; upcoming tasks or milestones; status of scope, schedule, and budget; and risk assessment and proposed mitigation.
- D. Executive Summary/Fact Sheet (highly graphic, highlighting major assumptions, strategies, and recommendations at the completion of this project).
- E. Final high-resolution PDF of the Comprehensive Safety Action Plan.
- F. All data and study products, meeting summaries, public feedback, Racial Equity and technical analyses.
- G. Final presentation to the City Council to give an overview of the Action Plan, provide recommendations for implementation projects, and encourage commitment from the City to the Action Plan.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

- A. Regular meetings with City Staff, monthly progress reports, and preparation and submission of invoices.
 - a. Monthly progress reports should include performed work; upcoming tasks or milestones; status of scope, schedule, and budget; and risk assessment and proposed mitigation.

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

V. Consultant will utilize the following personnel to accomplish the Services:

- A. Rawad Hani, PE, TE, RSP1 – Principal & Project Manager
- B. Ariel Godwin, AICP – Planning Lead
- C. Rock E. Miller, PE, TE, PTOE – Safety Expert

- D.** Todd Carpenter, PCM – Public Engagement Lead
- E.** Cassandra Garcia, EIT – Engineer & Bilingual Public Engagement
- F.** Katherine Padilla – Spanish Outreach

EXHIBIT “B”

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[N/A]

EXHIBIT “C”

SCHEDULE OF COMPENSATION

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

Project Step	Project Manager/ Principal	Safety Specialist & QA/QC	Senior Planner/ Engineer/Analyst	Planner/Engineer/ Analyst	Graphics/CAD/ Admin	Total Cost
A1. Leadership Commitment and Goal Setting						
Task 1.1: Vision Zero Commitment		2	4			\$ 1,280.00
A2. Planning Structure						
Task 2.1: Project Management	40					\$ 10,000.00
Task 2.2: Kick-off Meeting	4		4			\$ 1,720.00
Task 2.3: Implementation Group Meetings	20		40	20		\$ 14,600.00
Task 2.4: Status Update Meetings	20		40	20		\$ 14,600.00
Task 2.5: Plan Coordination			20			\$ 3,600.00
Task 2.6: Deliverables	8		80	40	120	\$ 32,000.00
A3. Safety Analysis						
Task 3.1: Crash Data Analysis			40	10		\$ 8,400.00
Task 3.2: Baseline Assessment	4		40	10		\$ 9,400.00
Task 3.3: High-Injury Network	4		40	10		\$ 9,400.00
A4. Engagement and Collaboration						
Task 4.1: Stakeholder Engagement	20		40	10		\$ 13,400.00
Task 4.2: Community Meetings	40		40	20		\$ 19,600.00
Task 4.3: Public Input Synthesis	2	8	20	10		\$ 7,540.00
A5. Equity Considerations						
Task 5.1: Equity Analysis	2		20	10		\$ 5,300.00
A6. Policy and Process Changes						
Task 6.1: Policy Analysis	2	8	20	10		\$ 7,540.00
A7. Strategy and Project Selections						
Task 7.1: Projects and Strategies	4	4	40			\$ 9,320.00
Task 7.2: Prioritization	4	4	8	20	80	\$ 13,160.00
A8. Progress and Transparency						
Task 8.1: Monitoring and Evaluation Methodology	4	2	8			\$ 3,000.00
Total	178	28	504	190	200	\$ 188,860.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$183,860.00, as provided in Section 2.1 of this Agreement.**
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

Exhibit “C-1”

SUMMARY RATE SHEET

PROJECT/PROGRAM TITLE:

Name: General Technologies and Solutions (GTS)

Rates Effective Beginning: July 1, 2023

Ending: June 30, 2024

LABOR RATES	
Labor Category/Grade	Hourly Fully-Loaded Rate
Engineer / Planner / Analyst (L1)	\$140.00
Engineer / Planner / Analyst (L2)	\$160.00
Engineer / Planner / Analyst (L3)	\$180.00
Engineer / Planner / Analyst (L4)	\$190.00
Engineer / Planner / Analyst (L5)	\$210.00
Engineer / Planner / Analyst (L6)	\$230.00
Principal L7	\$280.00
Intern (L1)	\$120.00
Project Admin / CAD / Graphics (L2)	\$140.00
Project Admin / CAD / Graphics (L4)	\$200.00

Yearly escalations are limited to the highest of consumer price index (CPI) or 5%.

Mileage is charged per the maximum allowable IRS rate.

Other expenses (surveys, printing, etc.) will be charged at cost plus 10%.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

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

May 2024	• Kick-off meeting with City staff • Identification of Implementation Group invitees • Crash data obtained from police dept.
June 2024	• High-injury network identified • Baseline Safety Analysis Report completed • First Implementation Group meeting
July - August 2024	• First public meeting • Initial Countermeasures identified • Project website initiated • Second Implementation Group meeting • July 15, 2024 - 2nd quarter report due
September 2024	• Second public meeting • Third Implementation Group meeting
October 2024	• Project website closed • Public input analyzed and incorporated into plan • Projects & strategies prioritized • Third public meeting • Fourth Implementation Group meeting • October 15 - 3rd quarter report due
November - December 2024	• Plan Development
January 2025	• Draft SS4A Comprehensive Safety Action Plan completed, to include Executive Summary/Fact Sheet • Final Implementation Group meeting • January 15 - 4th quarter report due
February 2025	• Revisions to the Draft SS4A Comprehensive Safety Action Plan will be completed • Final high-resolution PDF to be submitted
March 2025	• Final City Council presentation and adoption
April 2025	• April 15 - 1st quarter report due • April 30 - final invoice

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

Item #21.A.

City of
IRWINDALE
AGENDA REPORT

Date: April 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Access Gate into Irwindale Park

City Manager's Recommendation:

Provide staff with direction on the property owner's request to construct and install a gate on city-owned block wall to gain direct access to Irwindale Park.

Administrative Action:

Submitted by/Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

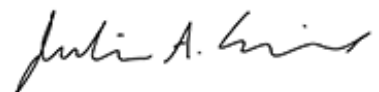


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 12, 1995, City Council approved a project to construct a 6-Foot High Block Wall on the East Side of Irwindale Park. The project originated as a safety concern when the city was informed that patrons using the park were jumping over the existing 4' high wall, entering private property, and removing items from those private yards. On April 2, 1996, City Council awarded the contract for this project and authorized staff to notify the property owners whose properties would adjoin this wall that the recommendation is to not construct any gates on this new wall that would allow access to Irwindale Park; however, if the property owner desired to retain their gate access, then the City's contractor would construct a new gate for them. Letters were sent out to the four (4) property owners affected by this project on April 17, 1996. The addresses of these properties include 5059, 5105, 5107, and 5113 Allen Drive. As a result, the only property owner who requested their gate be returned was the owner of 5113 Allen Drive.

Staff was recently approached by the new property owners for 5105 Allen Drive requesting permission from the City to construct and install a gate on the existing city-owned 6' block wall that was constructed in 1996. Additionally, they are requesting that the City pay for 50% of the costs to construct this gate.

Staff has prepared the following options for the City Council's consideration.

Option 1: Approve the property owner's request to construct and install a gate in the city's block wall in order to access Irwindale Park from their property. The resident is required to obtain all required permits, pay 100% of permit and construction costs, indemnify the city of any liability, and provide the city with a copy of the key to retain in case of an emergency. The City would not contribute any costs under this option.

Option 2: Approve the property owner's request to construct and install a gate in the city's block wall in order to access Irwindale Park from their property. The resident is required to obtain all required permits, pay 50% of permit and construction costs, indemnify the city of any liability, and provide the city with a copy of the key to retain in case of an emergency. The City would contribute the other 50% of the permit and construction costs under this option.

Option 3: Deny this request.

The City Attorney would be required to draft an indemnification and access contract for the city and property owner(s) to sign should the city council approve Option 1 or 2.

Fiscal Impact:

There is no cost associated with options 1 or 3. Option 2, however, will require staff to research the construction and permit cost and come back with a contract and a resolution for the City Council's consideration.

Attachments:

None

City of
IRWINDALE
AGENDA REPORT

Date: April 10, 2024
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Comprehensive Zoning Code Update

City Manager's Recommendation:

1. Introduce for first reading by title only with further reading waived: Ordinance No. 772 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING TITLE 17 OF THE IRWINDALE MUNICIPAL CODE ("ZONING") IN ITS ENTIRETY AND ADOPTING THE COMPREHENSIVE ZONING CODE UPDATE AS TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT CONSISTENT WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT TO CEQA GUIDELINES SECTIONS 15183, AND 15162; and
2. Adopt Resolution No 2024-08-3485 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING THE CITY-INITIATED APPLICATION FOR ZONE CHANGE NO. 04-2023 AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF IRWINDALE TO REFLECT UPDATES TO TITLE 17 (ZONING) CONSISTENT WITH ORDINANCE NO. 772, AND FINDING THE PROJECT CONSISTENT WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT TO CEQA GUIDELINES SECTIONS 15183, AND 15162"

Administrative Action:

Submitted by:

Marilyn Simpson,
Community
Development Director

Marilyn Simpson

Reviewed by:

Adrian R. Guerra, City Attorney

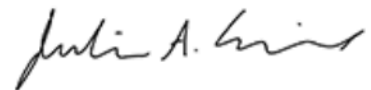


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

PROJECT DESCRIPTION

The project consists of a proposed comprehensive update to Title 17, Zoning, of the Irwindale Municipal Code to eliminate constraints to the maintenance, improvement, and development of housing pursuant to Government Code Section 65583(c)(3); implement the City's General Plan and Housing Element policies and programs, incorporate changes to State law and reflect recent case law; better define land uses, regulations, exceptions, and improve usability of the Zoning Code; address zoning districts in accordance with the General Plan Land Use Element; facilitate development and redevelopment; and remedy imperfect code amendments and map errors. The update Zoning Code includes a variety of graphics to assist applicants in understanding the written descriptions. The update includes text and map updates and is attached as Attachment A.

BACKGROUND AND ANALYSIS

The City of Irwindale's current Zoning Code is foundationally built upon the County of Los Angeles Zoning Code. Many of the code chapters were adopted in 1966 and have not been updated since. There have been some efforts to modernize certain chapters and sections to comply with State laws, address outdated uses, non-conformities, include much needed overlays zones, incorporate new specific plans, and update administrative policies. Over the past 57 years, there have been a few efforts at preparing and adopting a comprehensive Zoning Code Update, but none that have gotten to this level of completion. The City of Irwindale was awarded an SB 2 Planning Grant to prepare an update to the City's Zoning Ordinance, which is codified as Irwindale Municipal Code Title 17, Zoning. The City contracted with Interwest Planning Group to prepare the document. Public outreach efforts began in 2020 with informational brochures and surveys for the community.

PROJECT OVERVIEW

The City of Irwindale Municipal Code section 17.84.010 provides that, "The provisions of this title [Zoning], including, but not limited to, the classification of property, shall be amended whenever the

public interest and necessity so require.”

The proposed Comprehensive Zoning Code Update is necessary and intended to be consistent with and will implement the City’s vision, goals, and policies of the Irwindale 2020 General Plan. The Comprehensive Zoning Code Update is intended to be consistent with state law, and the proposed revisions to the Zoning Code are in the interest of the public and are necessary to comply with state law. The following key issues are addressed in the Zoning Code update:

Streamlining of the development process by improving processes and permit requirements for the City. The updated Code will provide clear standards that eliminate ambiguity and help homeowners and developers get their projects processed more quickly and easily.

Making the Zoning Code easier to use by reorganizing the Code into a more modern format that makes information easier to find. The existing Code, with the many changes that have been made over the decades, is complicated and hard to use, with critical information scattered throughout the document. The updated Zoning Code will be shorter and easier to read, with helpful illustrations and cross-references.

Complying with changes in state law that require cities and counties statewide to make changes in their zoning codes to, among other items, encourage the development of new housing. One example of these changes is a requirement to adopt “objective design standards” for multi-family housing that will allow developers to create projects that can be approved at a staff level if very specific standards for quality design are met. ADU regulations have also been updated to comply with recent State laws.

From time to time, further revisions to the Zoning Code may be necessary to comply with State laws. For example, recent changes to mining have been made by the State that require updating Chapter 17.63 – Surface Mining and Reclamation Plans. Staff is currently in the process of making revisions; however, the California State Mining and Geology Board and mining operators need the opportunity to review and comment on the City’s proposed revisions. Once all necessary outside reviews have been completed, this chapter will be presented to the Planning Commission for recommendation to the City Council for adoption.

Implementing the City’s General Plan by making changes to the Zoning Code that are directed by the General Plan’s vision and policies.

Fixing problems in the existing Code of internal inconsistencies and errors that have cropped up over time.

Modernizing outdated portions of the Zoning Code

Streamlining the processes established in the Zoning Code that must be followed when developers and property owners submit projects and work with the Planning Department.

Below is a list of proposed revisions and additions in the Zoning Code.

- Updated the general purpose of the residential zoning districts in 17.04.010, addressing the relationship of the residential zones to the General Plan's goals and policies. In addition, purpose statements promoting high-quality design and preserving the quality of life and character of existing residential neighborhoods were added.
- Prepared new purpose statements that discuss uses found in each residential zoning district, relationship with the associated General Plan land use categories, and maximum density limits allowed (Chapter 17.04).
- Created new permitted use tables in Chapter 17.04 for residential zoning districts to make it easier to find and compare what is permitted, not permitted, or conditionally permitted in each zoning district.
- Updated the types of residential uses allowed in residential zones to allow new housing options in the City, such as townhouses and condominiums.
- Revised and added new housing-related definitions in Article V, including terms such as "group residential," "assisted living," "family day care," etc. Definitions for various housing types were also added or updated to match the revisions in the residential zoning districts section.
- Created new development standards tables in Chapters 17.05 – 17.07 for non-residential zoning districts (commercial, industrial, public/semi-public zones) to make it easier to find lot size requirements, setbacks, and building height information.
- Updated density bonus provisions based on recent state law changes (Chapter 17.15)
- Developed objective development and design standards for affordable multi-family housing projects (Chapter 17.14) meeting the eligibility requirements for streamlining under state law SB 35.
- Updated the City's Accessory Dwelling Unit (ADU) regulations to meet new State law that took effect Jan. 1, 2020. The new regulations provide clear standards for building or converting living space into an ADU and will help Irwindale property owners seeking to provide housing opportunities.
- Created objective design standards for residential and commercial districts to promote high-quality design in the City (Chapters 17.05 and 17.14).
- Combined A-1 district with R-1 zoning, to better reflect single-family development already occurring in the City and comply with the City's General Plan and state laws.
- The C-P zone has been removed from the Zoning Code, with most uses from the C-P district being incorporated into the C-1, C-2, and C-3 zoning districts.
- The CM zone has been retired and CM uses were incorporated into the M-1 and M-2 zoning districts.
- Updated the C-3 district to allow residential above commercial uses in a mixed-use building. This aligns with the purpose of the C-3 district and the Town Center area as described in the General Plan.
- Updated off-street parking chapter created with revised parking space and parking design standards (Chapter 17.16).
- Enhanced landscaping and screening provisions provided in new stand-alone Landscaping chapter (Chapter 17.17).

- New General Site Design and General Planning standards chapter was added (Chapter 17.13).
- New stand-alone Signage chapter showing permitted sign types and regulations for signage (Chapter 17.19).
- New Administration and Permits chapter created (Article IV). Describes the review and approval authority of City, and how various amendments with policy and regulatory documents.
- Renumbering the City's current Surface Mining and Reclamation Plans Chapter (Chapter 17.63) to be consistent with the new Comprehensive Zoning Code numbering scheme. (Chapter 17.21).
-

Zoning districts in the updated Zoning Code:

City of Irwindale Zoning Designations		
Zone Symbol	Zone District Name	General Plan Land Use Designation Implemented by Zone
BASE ZONES		
Residential Zones		
R-1	Residential – Low Density	Residential
R-2	Residential – Medium Density	Residential
R-3	Residential – Multifamily	Residential
Commercial Zones		
C-1	Neighborhood Commercial	Commercial
C-2	General Commercial	Commercial; Regional Commercial
C-3	Commercial/Mixed-Use	Commercial; Residential
Industrial and Office Zones		
M-1	Light Industrial	Industrial/Business Park
M-2	Heavy Industrial	Industrial/Business Park
BP	Business Park	Industrial/Business Park
Public and Semi-Public Zones		
P/SP	Public/Semi-Public	Public/Institutional
RP	Recreation and Parks	Commercial/Recreation; Parks
OS	Open Space	Open Space/Easements
SPECIFIC PLAN ZONES		
N/A	City of Hope Campus Specific Plan	Specific Plan
N/A	The Park at Live Oak Specific Plan	Specific Plan
N/A	The Reliance II Specific Plan	Specific Plan
OVERLAY ZONES		
PD	Planned Development	N/A
AD	Auto Dismantling Overlay Zone	Industrial/Business Park
QO	Quarry Overlay Zone	Quarry/Quarry Overlay

UPDATED ZONING CODE GRAPHIC EXAMPLES

Figure 17.02.040-4 Measuring Building Height

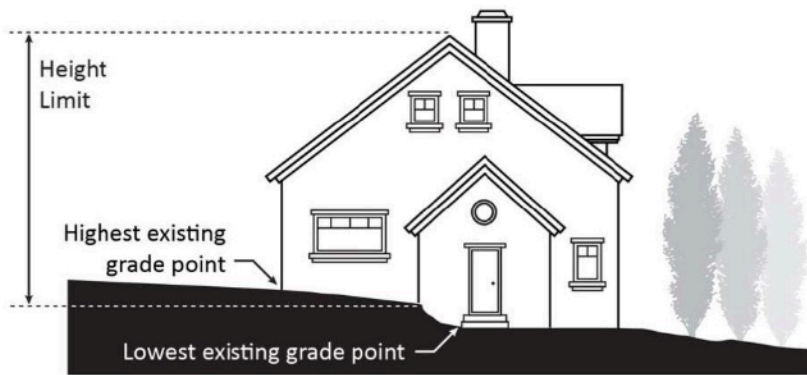
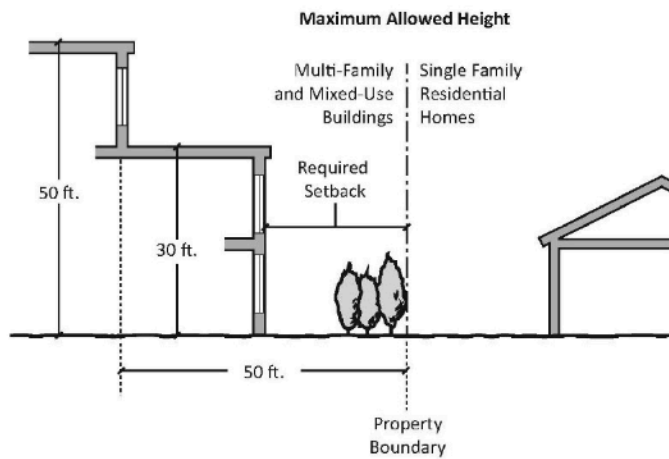


Figure 17.05.040-1 Maximum Height Adjacent to Residential Zone



UPDATED ZONING CODE GRAPHIC EXAMPLES

(con't)

Figure 17.02.040-10 Determining Setbacks

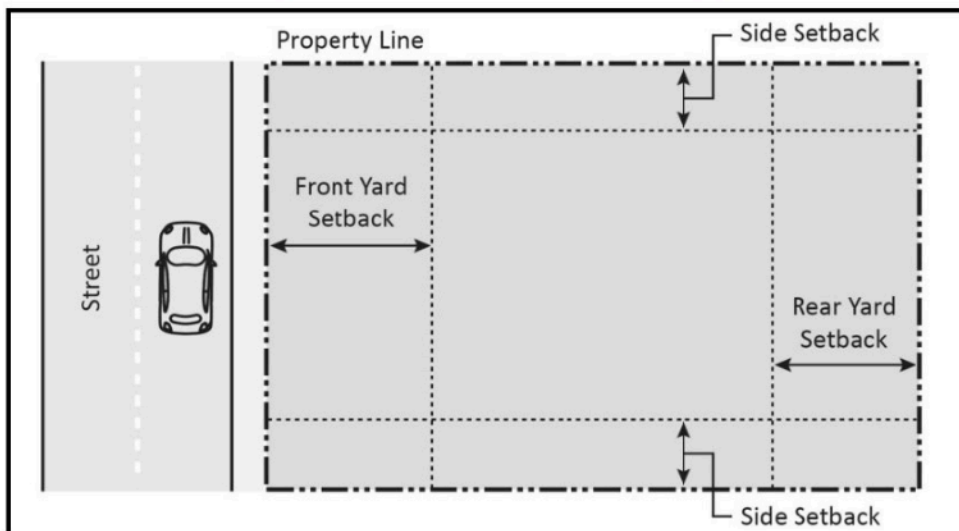
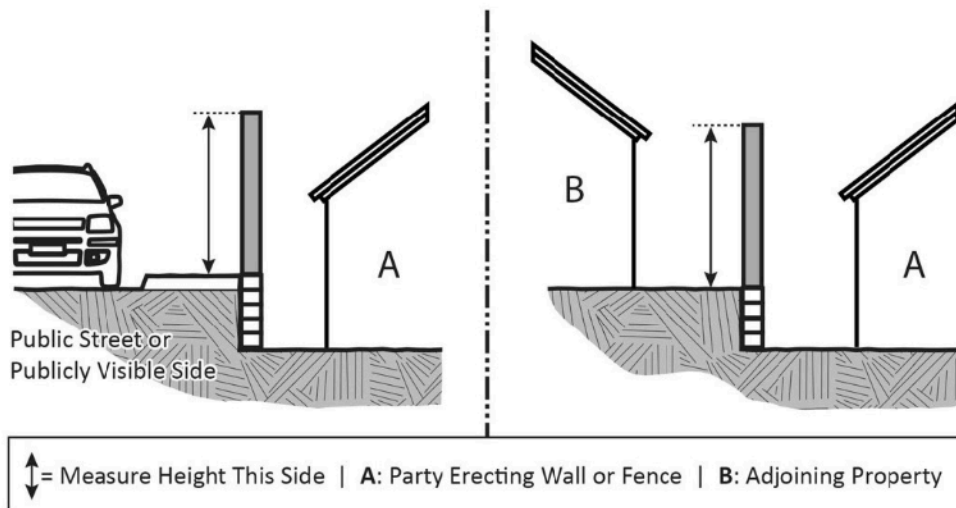


Figure 17.02.040-5 Measuring Height of Fences or Walls



PUBLIC OUTREACH

In addition to traditional means of public outreach, such as mailed and posted notices, the Community Development Department has used social media to reach and inform interested parties. In addition, Community Development Staff have participated in City sponsored events, such as setting up informational tables at Music in the Park, and the Irwindale Public Library Spring Book Festival on March 26, 2022. Stakeholder interviews were held on August 31, 2020, September 2, 2020, September 14, 2020, September 21, 2020 and September 30, 2020 with property owners, businesses, development professionals, and residents. Flyers were also distributed to each household, distributed in the Irwindale Chamber of Commerce email blast, and emailed to all Irwindale Business License holders, informational and meeting flyers were posted at City Hall, the Library, the Senior Center, and the Community Development Department.

The thirty (30) day public review period for the draft Zoning Code began on June 15, 2023. A Joint Study Session with the City Council and Planning Commission was held on July 19, 2023, at which time, there was a request to extend the public comment period to August 14, 2023. This time extension allotted for a total of two (2) months to provide comments about the project and an approximate four (4) month overall review period based on the current state of the process.

Following the July Joint Study Session, a list of questions and answers was prepared to address the questions and comments from the public, City Council members, and Planning Commissioners. Additionally, a Table of Contents Comparison of the Existing Zoning Code to the Draft Zoning Code was prepared for the Planning Commission report (Attachment H).

A notice of public hearing describing the proposed Comprehensive Zoning Code Update and Zoning Map Update was posted at Irwindale City Hall, Irwindale Library, the Community Development Department and the local post office. As a courtesy, a copy of the notice was also mailed to each residential household and provided to interested parties. The notice was provided to the Chamber of Commerce, all businesses with a business license in the City, and several real estate brokers that regularly request information from staff. The notice was also mailed or delivered at least 10 days prior to the public hearing to all owners of the subject real property proposed to undergo zone changes or

amendments, as well as all owners of real property within 500 feet of the real property subject to the Zone Changes or amendments, in accordance with the California Government Code.

On March 29, 2024, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code for the April 10, 2024 City Council meeting.

PLANNING COMMISSION REVIEW

On September 20, 2023, the draft Title 17 Zoning Code was presented to the Planning Commission.

Minor corrections have been made to the draft Zoning Code, reflecting the comments received from the Planning Commissioners.

A duly noticed public hearing was originally scheduled for October 30, 2023. The Planning Commission did not conduct the hearing, but instead received further public comment and input on the proposed Zoning Code and Zoning Map Update, continued the item to a date uncertain.

On November 3, 2023, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.

On November 13, 2023, the draft Title 17 Zoning Code was to be presented to the Planning Commission during the public hearing portion of the meeting. Before the item was presented by staff, the Planning Commission voted to continue the item to a future date to allow for a full Commission to hear the item.

The Planning Commission had requested information be included in the document based on comments and questions raised during previous presentations. The following is a list of the proposed changes based on the questions and comments from the public and Commission in bullet and table format:

Proposed Changes to Draft Development Standards in Commercial and Industrial Zoning Districts (Shown in Table format below)

- The maximum building height limit in the C2 district is recommended to be reduced from a proposed height of 50 feet to 40 feet.
- The maximum building height in the C3 district will be reduced from a proposed height of 60 feet to 50 feet.
- In the Industrial Zones, the proposed minimum front setback of buildings was reduced from 35 feet to 20 feet along major arterials and from 25 to 15 feet (along other streets). This will retain what is shown in the existing zoning code and to also not have non-conforming setbacks of existing industrial properties next to industrial properties.
- In the M2 district, a minimum 30 feet front setback of buildings is proposed for when a property is adjacent to or across the street from a Residential Zone.
- In the Industrial Zones, the minimum street side setback of industrial buildings is proposed to

change from 25 feet to 15 feet along major arterials and from 25 to 10 feet (along other streets). This will retain what is shown in the existing zoning code and to also not have non-conforming setbacks of existing industrial properties next to industrial properties.

- In the M2 district, a minimum 25 feet street side setback is proposed for when a property is adjacent to or across the street from a Residential Zone.
- In the M1 and BP districts, a minimum of a 30 feet interior side setback for a building adjacent to a residential zoned property is proposed (20 feet currently in existing code).
- In the M2 district, a minimum of a 50 feet interior side setback for a building adjacent to a residential zoned property is retained (similar to existing code).
- In the Industrial/Office Zones, the proposed setback of a building from an alleyway has been increased to ten feet.

Table 17.05.030
Revisions to Commercial Development Standards

Table 17.05.030 Development Standards - Commercial Zones				
Standard	C-1	C-2	C-3	Additional Regulations/Notes
Density and Lot Requirements				
Density (units/acre)				Residential development that is part of a mixed-use building shall comply with the allowed floor area ratio (FAR) range and is not subject to the allowed density range. Standalone residential development shall comply with the allowed density range.
Maximum Density	-	-	20	
Minimum Lot Size (square feet)	5,000	10,000	10,000	
Minimum Lot Width (feet)	50	60	80	
Building Form and Location				
Floor Area Ratio (FAR)				
Minimum	0.25	0.30	0.30	
Maximum	0.5	1.5	2.0	
Maximum Height (feet)	40	<u>40</u>	<u>50</u>	

Table 17.06.030
Revisions to Industrial & Office Development Standards

Table 17.06.030 Development Standards			
City of Irwindale Development Standards - Industrial and Office Zones			
Land Use Classification	M-1 Light Industrial Zone	M-2 Heavy Industrial Zone	BP Business Park
definitions for details			
Minimum Setbacks (feet)			
Front	Major arterial: <u>20</u> Other street: <u>15</u> <u>M2 Zone: minimum of 30 feet for a property adjacent or across the street from a Residential zone.</u>		
Street Side	Major arterial: <u>15</u> Other street: <u>10</u> <u>M2 Zone: minimum of 25 feet for a property adjacent or across the street from a Residential Zone.</u>		
Interior Side	0 on each side except that a minimum of 15 is required along each property line abutting a Commercial Zone. <u>M1 and BP Zone: minimum of 30 for a property adjacent a Residential Zone.</u> <u>M2 Zone: minimum of 50 feet for a property adjacent to a Residential Zone.</u>		
Rear	0; 15 abutting a Commercial Zone. A minimum of 30 for a property abutting a Residential Zone.		
Alley	<u>10</u>	<u>10</u>	<u>10</u>

1. On February 21, 2024, the Comprehensive Zoning Code Update was presented to the Planning Commission at the public hearing and adopted findings of consistency with the City's previously certified General Plan Environmental Impact Report (SCH# 2005071047), and finding the project exempt from further environmental review, pursuant to CEQA Guidelines section 15183, and 15162; and
2. The Planning Commission adopted Resolution No. 819(23) recommending that the City Council adopt Ordinance No. 772, approving a City-initiated application for a Zone Ordinance Amendment (ZOA 03-2023) to repeal and replace Title 17 "Zoning" of the Irwindale Municipal Code in its entirety with a Comprehensive Zoning Code Update with the recommendations

listed above; and

3. The Planning Commission adopted Resolution No. 820(23) recommending that the City Council consider and adopt Ordinance No. 772.

Additionally, at the meeting, the Planning Commission made the following recommendations:

1. Amend the definition of major arterials in the Zoning Code to be consistent with the definition in the Irwindale General Plan.
2. Add the Billboard Chapter to the Zoning Code as currently written.
3. Keep the SMARA Chapter as is, with direction to bring back the amended Chapter at a later date, for consistency with state law.
4. Minor Variances: add Community Development Director authority to default to 30%, if not listed in the document.
5. For Administrative Approvals by the Community Development Director, document all approvals in the application file.
6. Modify Section 17.09.080a, Planned Development, time extension from 2 years to 1 year.
7. For all commercial and industrial zones, institute a 50 foot setback for new development, measured from the property line for the side facing and abutting any residentially zoned property.

ENVIRONMENTAL REVIEW

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Comprehensive Zoning Code Update was assessed in the Environmental Impact Review for the City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR for the City's General Plan, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Comprehensive Zoning Code Update.

Fiscal Impact:

No fiscal impacts are directly associated with the adoption of the Zoning Code Update. Fiscal impacts associated with the implementation actions recommended in the Zoning Code Update will be assessed as each item is brought forward for consideration.

Attachments:

1. Attachment A: Draft Title 17 Zoning Code Update (link below)
2. Attachment B: Ordinance No. 772
3. Attachment C: Resolution No. 2024-08-3485
4. ATTACHMENT D: Table of Contents and Comparison Table (link below)
5. Attachment E: Irwindale Zoning Map (Existing)
6. Attachment F: Irwindale Zoning Map (Proposed)
7. ATTACHMENT G: Planning Commission staff report and exhibits (link below)

8. Attachment H: combined 819(23) 820(23)

ATTACHMENT A

Draft Title 17 Zoning Code

APRIL 2024

<https://www.irwindaleca.gov/DocumentCenter/View/9029/ZONING-CODE-DRAFT-April-2024?bidId=>

ORDINANCE NO. 772

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING TITLE 17 OF THE IRWINDALE MUNICIPAL CODE ("ZONING") IN ITS ENTIRETY AND ADOPTING THE COMPREHENSIVE ZONING CODE UPDATE AS TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT CONSISTENT WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT CEQA GUIDELINES SECTIONS 15183, AND 15162

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety; and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect public health, safety, and welfare of its residents; and

WHEREAS, the City Council of the City of Irwindale ("Council") finds that there is a need to update the City's Zoning Code, contained in Title 17 of the Irwindale Municipal Code, to incorporate current best practices, industry standards, and recent State mandates, and to further protect public health, safety, and welfare of its residents; and

WHEREAS, the Irwindale Community Development Department, Irwindale Planning Department, and other City of Irwindale staff have prepared, since April 2020, the proposed Comprehensive Zoning Code Update, attached herein as Exhibit A. The Comprehensive Zoning Code Update would implement, but is not limited to, the following improvements and changes:

- (a) Streamline the development process by providing clear development standards that eliminate ambiguity to the City's permit requirements and approval process;
- (b) Reorganize the Zoning Code to a modern, streamlined format, making it easier to read and navigate, and eliminating internal inconsistencies and errors;
- (c) Comply with recent changes in state law imposing additional requirements on cities and counties statewide, including, for example, amending "objective design

standards” for multi-family housing and updating regulations on Accessory Dwelling Units (“ADUs”);

(d) Implementing the City’s General Plan by making changes to the Zoning Code that are directed by the General Plan’s vision and policies; and

WHEREAS, the Community Development Department and Planning Commission conducted a public information session regarding the draft updates to the Zoning Code on July 19, 2023, during which they received questions and comments from the public. The City later published staff responses to comments and questions received during the session. The Community Development Department and Planning Department additionally solicited and accepted public comments regarding the Comprehensive Zoning Code Update until August 15, 2023; and

WHEREAS, on November 13, 2023, the Planning Commission conducted a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update, including without limitation, information provided to the Planning Commission by City staff; and

WHEREAS, on November 13, 2023, the Planning Commission voted to continue the item to a future date; and

WHEREAS, on February 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update, including without limitation, information provided to the Planning Commission by City staff; and

WHEREAS, on February 21, 2024, the Planning Commission adopted Resolution No. 819(23), recommending that the City Council of the City of Irwindale approve proposed Ordinance No. 772, adopting the Comprehensive Zoning Code Update to Title 17 of the Irwindale Municipal Code, with further recommendations; and

WHEREAS, the City Council now desires to approve the Comprehensive Zoning Code Update in its entirety in order to update the City’s Zoning Code to incorporate current best practices, industry standards, and recent State mandates, and to further protect public health, safety, and welfare of its residents; and

WHEREAS, the proposed Comprehensive Zoning Code Update is consistent with and will implement the City’s vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, on April 10, 2024, the City Council held a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code

Update, including without limitation, information provided to the City Council by City staff; and

WHEREAS, the City has prepared a Notice of Determination (“NOD”) using the City’s General Plan Environmental Impact Report (“EIR”), after determining that the Comprehensive Zoning Code Update is consistent with and was assessed during the City’s General Plan EIR, and no subsequent EIR, negative declaration, or addendum is required for approval of the Comprehensive Zoning Code Update; and

WHEREAS, all legal prerequisites for the adoption of this Ordinance have occurred.

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

SECTION 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated herein by reference.

SECTION 2. Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the recommendation of the Planning Commission, the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the City Council hereby finds that the proposed Comprehensive Zoning Code Update, attached herein as Exhibit A, is necessary and consistent with and will implement the City’s vision, goals, and policies of the Irwindale 2020 General Plan. The City Council further finds, that the Comprehensive Zoning Code Update is consistent with state law, and the proposed revisions to the Zoning Code are in the interest of the public and are necessary to comply with state law. In particular:

- a. The General Plan contains six land use categories that do not have zoning districts that implement these land use categories within the current Zoning Code. The Zoning Code Update will modify or create new zoning districts to be consistent with the General Plan, consistent with California Government Code section 65300 *et seq.* and the Infrastructure and Resource Management Elements of the City’s General Plan; and
- b. The Zoning Code Update will modify Zoning Code districts/regulations to allow for infill and redevelopment in the City, allowing for land use plans and development patterns that allow succession of use and economic development, consistent with General Plan Community Development Element Policy 7, Community Development Element Policy 9, and Community Development Element Policy 10; and
- c. The Zoning Code Update will create a new landscaping chapter, as to consolidate all landscaping regulations in the Zoning Code and provide adequate buffers, screening, and landscaping, and require and retain

trees and plantings, consistent with General Plan Resource Management Element Policy 29; and

- d. The Zoning Code Update will create new performance standards and additional site design regulations to minimize conflicts of industrial uses with residential neighbors, consistent with General Plan Resource Management Element Policy 19, Resource Management Element Policy 20, Resource Management Element Policy 21; and
- e. The Zoning Code Update will update development standards, nonconforming regulations, and sign code regulations to address regulatory impediments of new businesses and business expansions, consistent with General Plan Community Development Element Policy 16; and
- f. The Zoning Code Update will update residential lot requirements and development standards, allow new housing types and update Accessory Dwelling Unit regulations to encourage varied housing types, sizes, and tenure opportunities, and encourage creative and efficient residential site developments consistent with General Plan Housing Element Policies 16, 17, and 20, Resource Management Element Policy 11, Program No. 9, and Promotion of Energy and Water Conservation to Existing Residents and in City Sponsored Housing Projects; and
- g. The Zoning Code Update will update residential development standards and allow new housing types in order to codify inclusionary housing requirements and associated policies under state and local law, consistent with General Plan Housing element Policy 4; and
- h. The Zoning Code Update will update the Zoning Code to comply with State mandates, including SB 35, SB 330, the Housing Accountability Act, SB 9, and other Accessory Dwelling Unit Requirements, consistent with Housing Element Policy 14 and Housing Element Policy 19.

SECTION 3. The City Council hereby repeals Title 17 of the Irwindale Municipal Code ("Zoning") in its entirety.

SECTION 4. The City Council hereby adopts the Comprehensive Zoning Code Update in its entirety, attached herein as Exhibit A, as Title 17 of the Irwindale Municipal Code ("Zoning").

SECTION 5. The City Council hereby finds and determines based upon the independent judgment of the City Council, after consideration of the whole of the administrative record, that the Comprehensive Zoning Code Update is consistent with and was assessed in the Environmental Impact Review for the City's General Plan (SCH# 2005071047), adopted on June 25, 2008 and, pursuant to CEQA Guidelines Section

15183 and 15162 , no subsequent EIR, negative declaration, or addendum is required for approval of the Comprehensive Zoning Code Update. City staff is directed to file a Notice of Determination incorporating these findings and determination regarding the Comprehensive Zoning Code Update.

SECTION 6. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 7. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect 30 days after its final passage. City Staff are directed and authorized to inform and educate the public regarding the adoption of this Ordinance prior to its taking effect.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 10th day of April, 2024.

Albert F. Ambriz, 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 Ordinance No. 772 was introduced for first reading at a special meeting of the City Council of the City of Irwindale held on April 10, 2024, and adopted on second reading at a regular meeting of the City Council of the City of Irwindale held on April 24, 2024, and was carried by the following roll-call vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 772 adopted by the City Council of the City of Irwindale at its regular meeting held April 10, 2024 to be posted at the City Hall, Library, and Post Office on March 28, 2024.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

ORDINANCE NO. 772

EXHIBIT "A"

<https://www.irwindaleca.gov/DocumentCenter/View/9029>

RESOLUTION NO. 2024-08-3485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING AND ADOPTING THE CITY-INITIATED APPLICATION FOR ZONE CHANGE NO. 04-2023 AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF IRWINDALE TO REFLECT UPDATES TO TITLE 17 (ZONING) CONSISTENT WITH ORDINANCE NO. 772, AND FINDING THE PROJECT CONSISTENT WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT TO CEQA GUIDELINES SECTIONS 15183, AND 15162

WHEREAS, a city has the power make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, or the public safety; and

WHEREAS, in executing that power, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect public health, safety, and welfare of its residents; and

WHEREAS, the Official Zoning Map of the City of Irwindale reflects the Zones of all parcels of land within the City of Irwindale, as defined within the Zoning Code, to identify the zoning regulations and permitted land uses for any particular parcel; and

WHEREAS, the City Council of the City of Irwindale ("Council") has found that there is a need to update the City's Zoning Code, contained in Title 17 of the Irwindale Municipal Code, to incorporate current best practices, industry standards, and recent State mandates, and to further protect public health, safety, and welfare of its residents; and

WHEREAS, the Irwindale Community Development Department, Irwindale Planning Department, and other City of Irwindale staff have prepared, since April 2020, the proposed Comprehensive Zoning Code Update. The Comprehensive Zoning Code Update would implement, but is not limited to, the following improvements and changes:

- (a) Streamline the development process by providing clear development standards that eliminate ambiguity to the City's permit requirements and approval process;
- (b) Reorganize the Zoning Code to a modern, streamlined format, making it easier to read and navigate, and eliminating internal inconsistencies and errors;

(c) Comply with recent changes in state law imposing additional requirements on cities and counties statewide, including, for example, amending “objective design standards” for multi-family housing and updating regulations on Accessory Dwelling Units (“ADUs”);

(d) Implementing the City’s General Plan by making changes to the Zoning Code that are directed by the General Plan’s vision and policies; and

WHEREAS, in tandem with the proposed Comprehensive Zoning Code Update, the City has also prepared a proposed Zoning Map Update, attached herein as Exhibit A, which would incorporate any and all changes caused by the proposed Comprehensive Zoning Code Update to the current Official Zoning Map. The Zoning Map Update would implement, but is not limited to, the following improvements and changes:

(a) Reflect updated zones in the Comprehensive Zoning Code Update, including:

- 1.) Eliminating Zone A1 – Agricultural Zone;
- 2.) Creating Zone P/SP – Public/Semi-Public;
- 3.) Re-naming Zone R1 from Single Family Residential to Low Density Residential;
- 4.) Re-naming Zone R2 from Light-Multiple Residential to Medium Density Residential;
- 5.) Re-naming Zone R3 from Heavy-Multiple Residential to Multi-Family Residential;
- 6.) Re-Naming Zone C2 Heavy Commercial to General Commercial;
- 7.) Re-Naming Zone C3 Heavy Commercial-Residential to Commercial/Mixed Use;
- 8.) Eliminating Zone CM – Commercial Manufacturing.

(b) Reflect updates to the zoning of particular parcels, consistent with the Comprehensive Zoning Code Update; and

WHEREAS, the thirty-day public review period for the draft Comprehensive Zoning Code Update and Zoning Map Update began on June 15, 2023. The initial thirty-day public review period was extended until August 15, 2023. During the review period, the Community Development Department and Planning Department solicited and accepted public comments regarding the Comprehensive Zoning Code Update; and

WHEREAS, the Community Development Department and Planning Commission conducted a public information session regarding the draft updates to the Zoning Code on July 19, 2023, during which they received questions and comments from the public. The City later published staff responses to comments and questions received during the session. The Community Development Department and Planning Department additionally solicited and accepted public comments regarding the Comprehensive Zoning Code Update until August 15, 2023; and

WHEREAS, the draft Comprehensive Zoning Code Update and proposed Zoning Map was presented to the Planning Commission on September 20, 2023, for comment and review by the Commission; and

WHEREAS, a duly noticed public hearing for the Planning Commission was originally scheduled for October 30, 2023. The Planning Commission received further public comment and input on the proposed Zoning Code and Zoning Map Update and continued the item to a date uncertain; and

WHEREAS, on November 13, 2023, the Planning Commission conducted a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update and corresponding Zoning Map Update, including without limitation, information provided to the Planning Commission by City staff; and

WHEREAS, on November 13, 2023, the Planning Commission voted to continue the item to a future date; and

WHEREAS, on February 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update, including without limitation, information provided to the Planning Commission by City staff; and

WHEREAS, on February 21, 2024, the Planning Commission adopted Resolution No. 820(23), recommending that the City Council adopt a resolution approving the City-initiated application for Zone Change No. 04-2023, and amend the Official Zoning Map of the City to reflect updates Title 17 of the Irwindale Municipal Code ("Zoning") consistent with Ordinance No. 772; and

WHEREAS, Irwindale Municipal Code section 17.12.020 provides, "the official zoning map for the city may be amended by reference thereto, and by reference to this section;" and

WHEREAS, the City Council now desires to adopt Zone Change No. 04-2023, approving the proposed Zoning Map Update and adopting the Zoning Map Update as the Official Zoning Map of the City of Irwindale, to reflect updates and changes to the Zoning Map consistent with the Comprehensive Zoning Code Update; and

WHEREAS, the proposed Zoning Map Update is necessary and is consistent with the Comprehensive Zoning Code Update, and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan, is consistent with state law, and the proposed revisions to the Official Zoning Map are in the interest of the public and are necessary to comply with state law; and

WHEREAS, on April 10, 2024, the City Council held a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update, including without limitation, information provided to the City Council by City staff; and

WHEREAS, the City has prepared a Notice of Determination ("NOD") using the City's General Plan Environmental Impact Report ("EIR"), after determining that the Comprehensive Zoning Code Update was assessed during the City's General Plan EIR, and no subsequent EIR, negative declaration, or addendum is required for approval of the Zoning Map Update; and

WHEREAS, all legal prerequisites for the adoption of this Resolution have occurred.

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

SECTION 1. The facts set forth in the recitals in this Resolution are true and correct and incorporated herein by reference.

SECTION 2. The City Council hereby approves and adopts the City-initiated application for Zone Change No. 04-2023, and hereby approves and adopts the Zoning Map Update in its entirety, attached herein as Exhibit A, as the Official Zoning Map of the City of Irwindale in accordance with Irwindale Municipal Code section 17.12.020.

SECTION 4. The City Council hereby finds and determines based upon the independent judgment of the City Council, after consideration of the whole of the administrative record, that the Zoning Map Update was assessed in the Environmental Impact Review for the City's General Plan (SCH# 2005071047), adopted on June 25, 2008 and, pursuant to CEQA Guidelines Section 15183 and 15162, no subsequent EIR, negative declaration, or addendum is required for approval of the Zoning Map Update. City staff is directed to file a Notice of Determination incorporating these findings and determination regarding the Zoning Map Update.

SECTION 5. If any section, subsection, sentence, clause or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or

more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. The Chief Deputy City Clerk shall certify to the adoption of this resolution. This resolution shall take effect consistent with the effective date of the Zoning Code Update.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 10th day of April, 2024.

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-XX was adopted at a regular meeting of the Irwindale City Council held on the 10th day of April, 2024, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

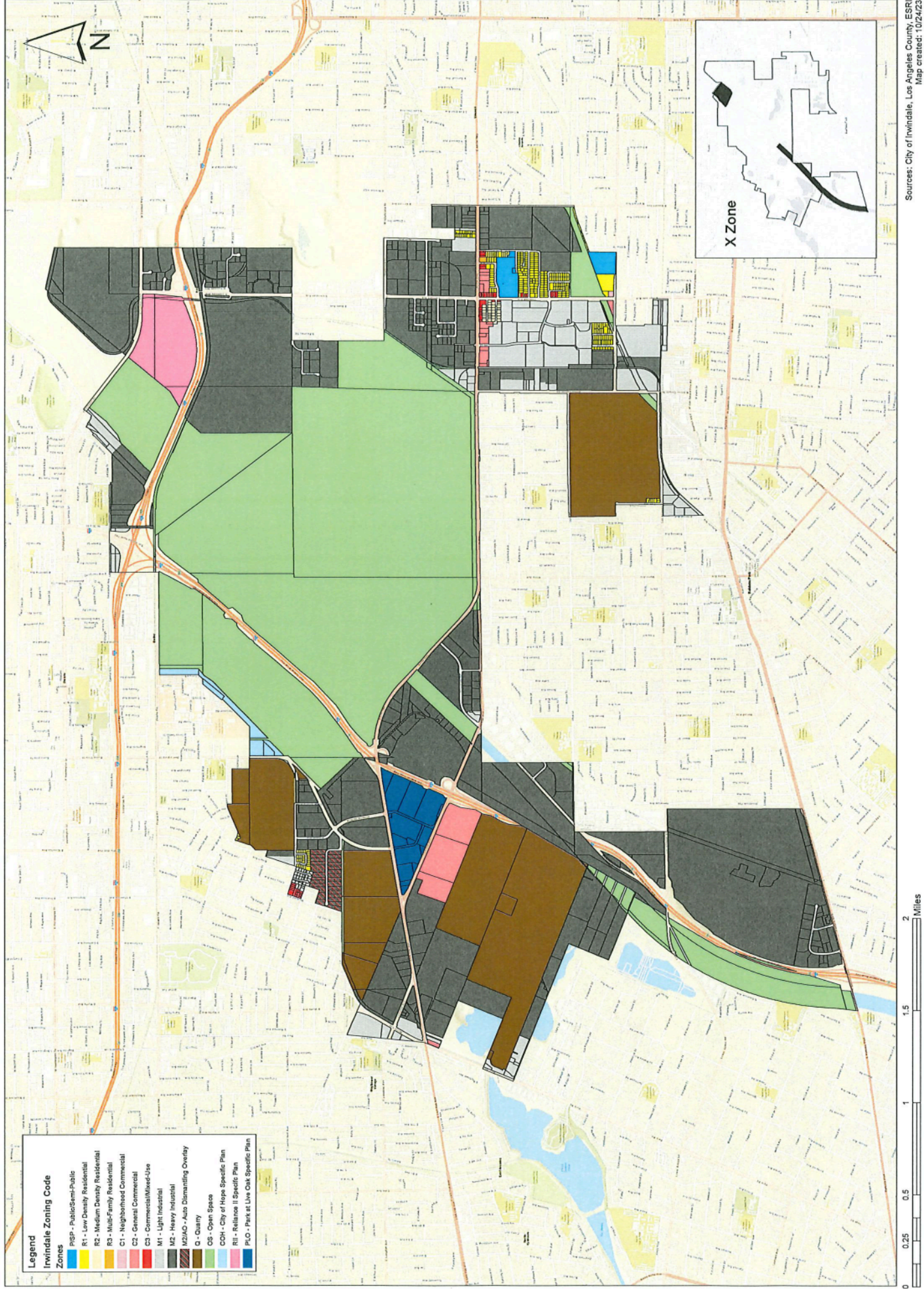
ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2024-08-3485
EXHIBIT "A"

EXHIBIT A: CITY OF IRVINDALE - ZONING MAP (PROPOSED)

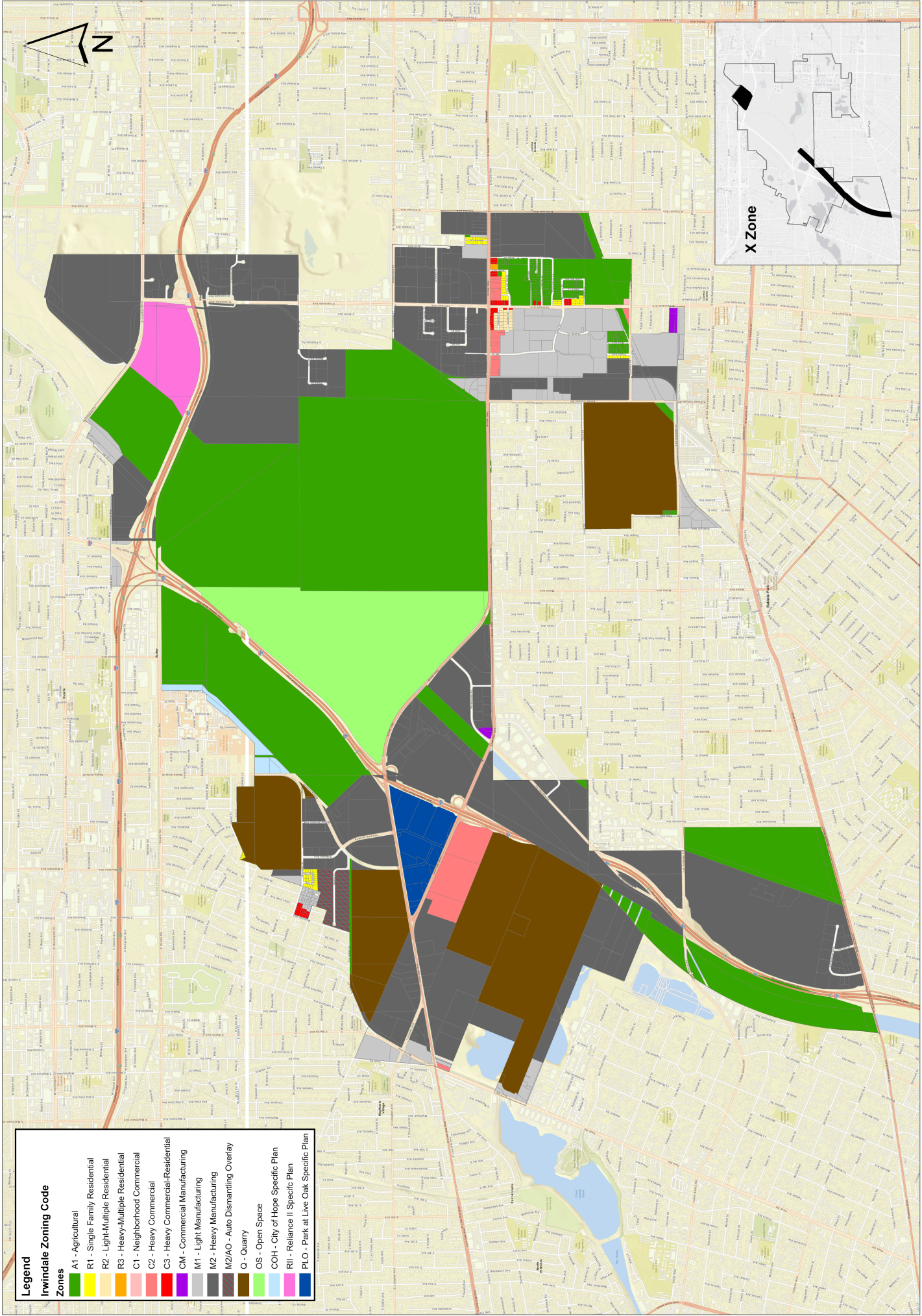


ATTACHMENT D

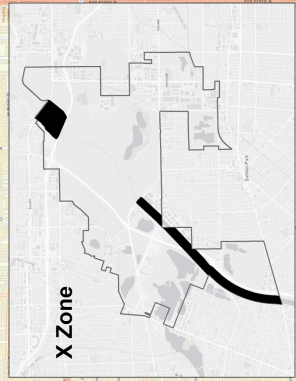
Table of Contents and Comparison Table

<https://www.irwindaleca.gov/DocumentCenter/View/8742/Irwindale-Comparison-Table-of-Contents-April-2024?bidId=>

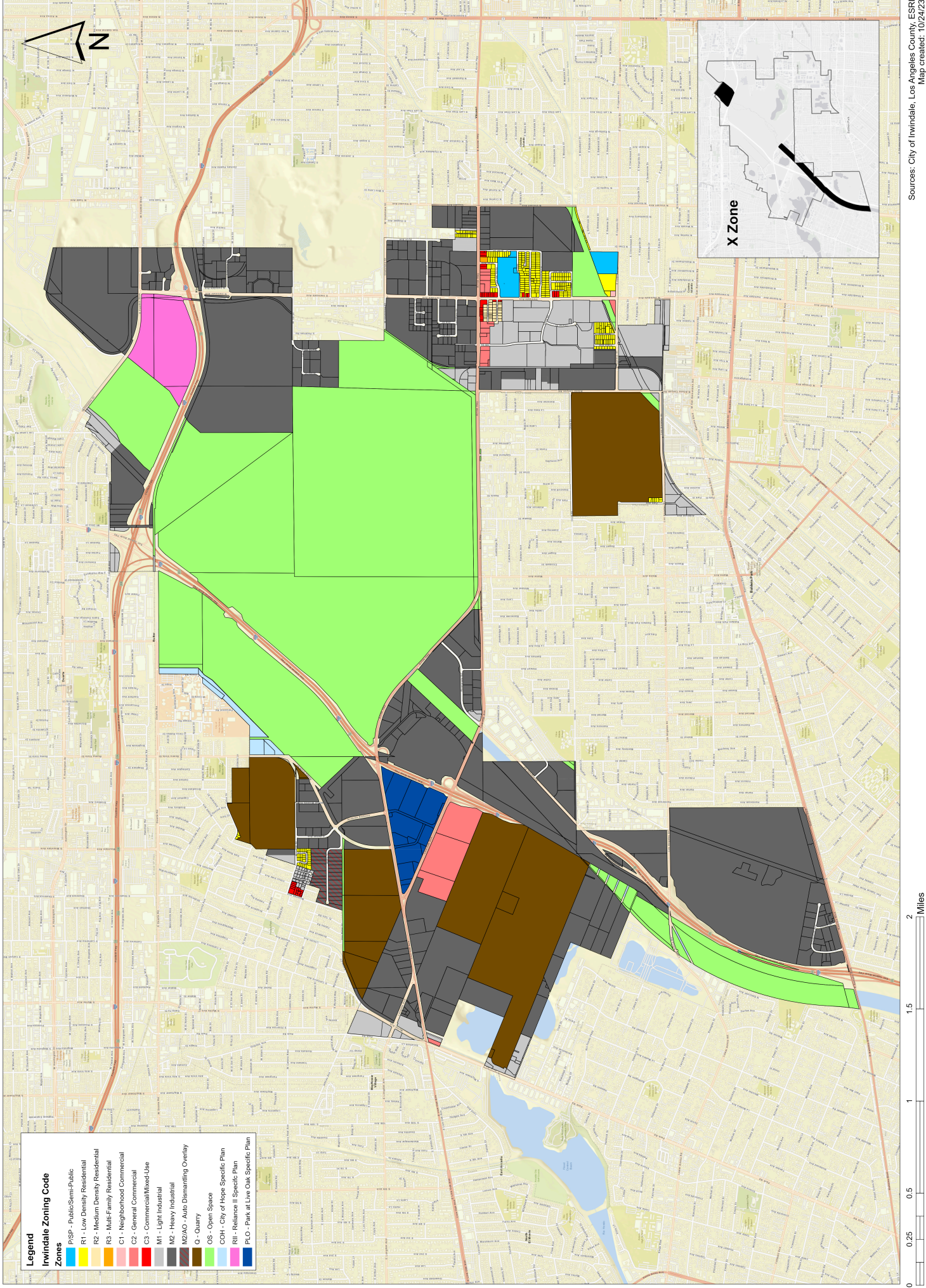
ATTACHMENT E: CITY OF IRVINDALE - ZONING MAP (EXISTING)



Legend	
Irwindale Zoning Code	
Zones	
	A1 - Agricultural
	R1 - Single Family Residential
	R2 - Light-Multiple Residential
	R3 - Heavy-Multiple Residential
	C1 - Neighborhood Commercial
	C2 - Heavy Commercial
	C3 - Heavy Commercial-Residential
	CM - Commercial Manufacturing
	M1 - Light Manufacturing
	M2 - Heavy Manufacturing
	M2/AO - Auto Dismantling Overlay
	Q - Quarry
	OS - Open Space
	COH - City of Hope Specific Plan
	R11 - Reliance II Specific Plan
	PLO - Park at Live Oak Specific Plan



ATTACHMENT F: CITY OF IRWINDALE - ZONING MAP (PROPOSED)



ATTACHMENT G

[Agenda-Item-4-A \(irwindaleca.gov\)](#)

ATTACHMENT I

RESOLUTION NO. 819(23)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL (1) ADOPT FINDINGS OF CONSISTENCY WITH THE CITY'S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT, AND FINDING THE PROJECT EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT CEQA GUIDELINES SECTIONS 15183, AND 15162; AND (2) ADOPT ORDINANCE NO. 772, A CITY-INITIATED APPLICATION FOR A ZONE ORDINANCE AMENDMENT (ZOA NO. 03-2023) REPEALING AND REPLACING TITLE 17 (ZONING) OF THE IRWINDALE MUNICIPAL CODE IN ITS ENTIRETY WITH A COMPREHENSIVE ZONING CODE UPDATE

A. RECITALS.

- (i) The City of Irwindale Municipal Code section 17.84.010 provides that, "The provisions of this title [Zoning], including, but not limited to, the classification of property, shall be amended whenever the public interest and necessity so require."
- (ii) There is currently a need to update the City's Zoning Code, contained in Title 17 of the Irwindale Municipal Code ("Zoning"), to incorporate current best practices, industry standards, and recent State planning mandates.
- (iii) In accordance with these needs, the City of Irwindale retained Interwest Consulting Group to prepare the proposed Comprehensive Zoning Code Update, attached herein as Exhibit A. The Comprehensive Zoning Code Update would implement, but is not limited to, the following improvements and changes:
 - (a) Streamline the development process by providing clear development standards that eliminate ambiguity in the City's permit requirements and approval process;
 - (b) Reorganize the Zoning Code to a modern, streamlined format, making it easier to read and navigate, and eliminating internal inconsistencies and errors;
 - (c) Comply with recent changes in state law imposing additional requirements on cities and counties statewide, including, for example, amending "objective design standards" for multi-family housing and updating regulations on Accessory Dwelling Units ("ADUs");
 - (d) Implementing the City's General Plan by making changes to the Zoning Code that are directed by the General Plan's vision and policies.

- (iv) The thirty-day public review period for the draft Comprehensive Zoning Code Update began on June 15, 2023. The initial thirty-day public review period was extended until August 15, 2023. During the review period, the Community Development Department and Planning Department solicited and accepted public comments regarding the Comprehensive Zoning Code Update. Additionally, the Community Development Department and Planning Commission conducted a public information session regarding the draft updates to the Zoning Code on July 19, 2023, during which they received questions and comments from the public. The City later published staff responses to comments and questions received during the session.
- (v) The Community Development Department and the Planning Commission have conducted additional public outreach efforts, including the following:
 - (a) Informational tables at Music in the Park, which took place on Thursdays from 7 PM to 9 PM at Irwindale Park, and the Irwindale Public Library Spring Book Festival on March 26, 2023;
 - (b) Stakeholder interviews with property owners, businesses, development professionals, and City residents on August 31, 2020, September 2, 2020, September 14, 2020, September 21, 2020 and September 30, 2020;
 - (c) Flyer distributions made to each residential property in the City, through the Irwindale Chamber of Commerce, and to all Irwindale Business License holders. Informational and meeting flyers publicly posted at City Hall, the Irwindale Public Library, the Irwindale Senior Center, and the Community Development Department.
- (vi) The draft Comprehensive Zoning Code Update was presented to the Planning Commission on September 20, 2023, for comment and review by the Commission.
- (vii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Comprehensive Zoning Code Update was assessed in the Environmental Impact Review for the City's General Plan (SCH# 2005071047) and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR for the City's General Plan, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Comprehensive Zoning Code Update.

- (viii) On October 20, 2023, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.
- (ix) A notice of public hearing describing the proposed Comprehensive Zoning Code Update and Zoning Map Update was notice was posted at Irwindale City Hall, Irwindale Library, the Community Development Department and the local post office. As a courtesy, a copy of the notice was also mailed to each residential household. The notice was also mailed or delivered at least 10 days prior to the public hearing to all owners of the subject real property proposed to undergo zone changes or amendments, as well as all owners of real property within 500 feet of the real property subject to the Zone Changes or amendments, in accordance with the California Government Code.
- (x) A duly noticed public hearing was originally scheduled for October 30, 2023. The Planning Commission received further public comment and input on the proposed Zoning Code and Zoning Map Update, and continued the item to a date uncertain.
- (xi) On November 3, 2023, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.
- (xii) On November 13, 2023, the draft Title 17 Zoning Code was to be presented to the Planning Commission during the public hearing portion of the meeting. Before the item was presented by staff, the Planning Commission voted to continue the item to a future date.
- (xiii) On February 9, 2024, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.
- (xiv) On February 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update, including without limitation, information provided to the Planning Commission by City staff.
- (xv) The Planning Commission now wishes to recommend that the City Council of the City of Irwindale approve proposed Ordinance No. 772, adopting the Comprehensive Zoning Code Update to Title 17 of the Irwindale Municipal Code.

(xvi) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. **Recitals.** The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. **Findings.** Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the Planning Commission hereby finds that the proposed Comprehensive Zoning Code Update, attached herein as Exhibit A, is necessary and consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan. The Planning Commission further finds, that the Comprehensive Zoning Code Update is consistent with state law, and the proposed revisions to the Zoning Code are in the interest of the public and are necessary to comply with state law. In particular:

- a. The General Plan contains six land use categories that do not have zoning districts that implement these land use categories within the current Zoning Code. The Zoning Code Update would modify or create new zoning districts to be consistent with the General Plan, consistent with California Government Code section 65300 *et seq.* and the Infrastructure and Resource Management Elements of the City's General Plan; and
- b. The Zoning Code Update would modify Zoning Code districts/regulations to allow for infill and redevelopment in the City, allowing for land use plans and development patterns that allow succession of use and economic development, consistent with General Plan Community Development Element Policy 7, Community Development Element Policy 9, and Community Development Element Policy 10; and
- c. The Zoning Code Update would create a new landscaping chapter, as to consolidate all landscaping regulations in the Zoning Code and provide adequate buffers, screening, and landscaping, and require and retain trees and plantings, consistent with General Plan Resource Management Element Policy 29; and

- d. The Zoning Code Update would create new performance standards and additional site design regulations to minimize conflicts of industrial uses with residential neighbors, consistent with General Plan Resource Management Element Policy 19, Resource Management Element Policy 20, Resource Management Element Policy 21; and
- e. The Zoning Code Update would update development standards, nonconforming regulations, and sign code regulations to address regulatory impediments of new businesses and business expansions, consistent with General Plan Community Development Element Policy 16; and
- f. The Zoning Code Update would update residential lot requirements and development standards, allow new housing types and update Accessory Dwelling Unit regulations to encourage varied housing types, sizes, and tenure opportunities, and encourage creative and efficient residential site developments consistent with General Plan Housing Element Policies 16, 17, and 20, Resource Management Element Policy 11, Program No. 9, and Promotion of Energy and Water Conservation to Existing Residents and in City Sponsored Housing Projects; and
- g. The Zoning Code Update would update residential development standards and allow new housing types in order to codify inclusionary housing requirements and associated policies under state and local law, consistent with General Plan Housing element Policy 4; and
- h. The Zoning Code Update would update the Zoning Code to comply with State mandates, including SB 35, SB 330, the Housing Accountability Act, SB 9, and other Accessory Dwelling Unit Requirements, consistent with Housing Element Policy 14 and Housing Element Policy 19.

3. **CEQA Findings.** The Planning Commission hereby recommends that the City Council find that pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Comprehensive Zoning Code Update was assessed in the Environmental Impact Review ("EIR") for the City's General Plan (SCH# 2005071047) and, pursuant to CEQA Guidelines Sections 15183 and 15162, is consistent with the previously certified EIR for the City's General Plan, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Comprehensive Zoning Code Update.

4. **Recommendation.** On the basis of these findings, the Planning Commission hereby recommends that the City Council adopt Ordinance No. 772, repealing Title 17 of the Irwindale Municipal Code ("Zoning") in its entirety, and adopting the Comprehensive Zoning Code Update (Exhibit A) in its entirety as Title 17 of the Irwindale Municipal Code with the following recommendations: 1) Amend the definition of major arterials to be consistent with the General Plan, 2) Add the existing billboard chapter to the Zoning Code as currently written, 3) Keep the SMARA chapter as is and direct Staff to amend the chapter to be consistent with State law and present the draft to the Planning Commission for review, 4) Authorize the Community Development Director to grant approvals up to a 30% deviation from the measurable standard, if not explicitly listed in the Minor Variances section, 5) All administrative approvals granted by the Community Development Director shall be documented in writing and on file, 6) Planned Development permits, per Subsection 17.09.070.A(1), shall expire in one (1) year instead of two (2) years, 7) All commercial and industrial zones shall institute a 50 foot setback measured from the property line on the side of any new development that abuts or faces any residentially zoned property.

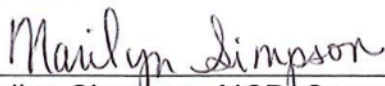
5. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

6. **Certification.** The Secretary of the Planning Commission shall certify the adoption of this Resolution, and a copy shall be transmitted to the City Council.

ADOPTED AND APPROVED this 21st day of February 2024.


David Fuentes, Chair
City of Irwindale Planning Commission

ATTEST:


Marilyn Simpson, AICP, Secretary

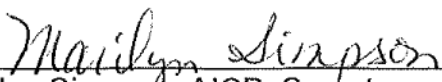
I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 21st day of February 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, M. Frymark, D. Fuentes

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: J. Rodriguez

ABSTAIN: COMMISSIONERS:


Marilyn Simpson, AICP, Secretary

RESOLUTION NO. 820(23)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPT A RESOLUTION APPROVING THE CITY-INITIATED APPLICATION FOR ZONE CHANGE NO. 04-2023 AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF IRWINDALE TO REFLECT UPDATES TO TITLE 17 (ZONING) CONSISTENT WITH ORDINANCE NO. 772

A. RECITALS.

- (i) There is currently a need to update the City's Zoning Code, contained in Title 17 of the Irwindale Municipal Code ("Zoning"), to incorporate current best practices, industry standards, and recent State planning mandates.
- (ii) In accordance with these needs, the City of Irwindale retained Interwest Consulting Group to prepare the proposed Comprehensive Zoning Code Update. The Comprehensive Zoning Code Update would implement, but is not limited to, the following improvements and changes:
 - (a) Streamline the development process by providing clear development standards that eliminate ambiguity in the City's permit requirements and approval process;
 - (b) Reorganize the Zoning Code to a modern, streamlined format, making it easier to read and navigate, and eliminating internal inconsistencies and errors;
 - (c) Comply with recent changes in state law imposing additional requirements on cities and counties statewide, including, for example, amending "objective design standards" for multi-family housing and updating regulations on Accessory Dwelling Units ("ADUs");
 - (d) Implementing the City's General Plan by making changes to the Zoning Code that are directed by the General Plan's vision and policies.
- (iii) In tandem with the proposed Comprehensive Zoning Code Update, the City has also prepared a proposed Zoning Map Update, attached herein as Exhibit A, which would incorporate any and all changes caused by the proposed Comprehensive Zoning Code Update to the current Zoning Map. The Zoning Map Update would implement, but is not limited to, the following improvements and changes:
 - (a) Reflect updated zones in the Comprehensive Zoning Code Update, including:

1. Eliminating Zone A1 – Agricultural Zone;
2. Creating Zone P/SP – Public/Semi-Public;
3. Re-naming Zone R1 from Single Family Residential to Low Density Residential;
4. Re-naming Zone R2 from Light-Multiple Residential to Medium Density Residential;
5. Re-naming Zone R3 from Heavy-Multiple Residential to Multi-Family Residential;
6. Re-Naming Zone C2 Heavy Commercial to General Commercial;
7. Re-Naming Zone C3 Heavy Commercial-Residential to Commercial/Mixed Use;
8. Eliminating Zone CM – Commercial Manufacturing.

(b) Reflect updates to the zoning of particular parcels, consistent with the Comprehensive Zoning Code Update.

- (iv) The thirty-day public review period for the draft Comprehensive Zoning Code Update and Zoning Map Update began on June 15, 2023. The initial thirty-day public review period was extended until August 15, 2023. During the review period, the Community Development Department and Planning Department solicited and accepted public comments regarding the Comprehensive Zoning Code Update. Additionally, the Community Development Department and Planning Commission conducted a public information session regarding the draft updates to the Zoning Code on July 19, 2023, during which they received questions and comments from the public. The City later published staff responses to comments and questions received during the session.
- (v) The Community Development Department and the Planning Commission have conducted additional public outreach efforts, including the following:
 - (a) Informational tables at Music in the Park, which took place on Thursdays from 7 PM to 9 PM at Irwindale Park, and the Irwindale Public Library Spring Book Festival on March 26, 2023;
 - (b) Stakeholder interviews with property owners, businesses, development professionals, and City residents on August 31, 2020, September 2, 2020, September 14, 2020, September 21, 2020 and September 30, 2020;

(c) Flyer distributions made to each residential property in the City, through the Irwindale Chamber of Commerce, and to all Irwindale Business License holders. Informational and meeting flyers publicly posted at City Hall, the Irwindale Public Library, the Irwindale Senior Center, and the Community Development Department.

- (vi) The draft Comprehensive Zoning Code Update was presented to the Planning Commission on September 20, 2023, for comment and review by the Commission.
- (vii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Comprehensive Zoning Code Update was assessed in the Environmental Impact Review for the City's General Plan (SCH# 2005071047) and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR for the City's General Plan, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Zoning Map Update.
- (viii) On October 20, 2023, a notice of public hearing describing the proposed Comprehensive Zoning Code Update and Zoning Map Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.
- (ix) A notice of public hearing describing the proposed Comprehensive Zoning Code Update and Zoning Map Update was notice was posted at Irwindale City Hall, Irwindale Library, the Community Development Department and the local post office. As a courtesy, a copy of the notice was also mailed to each household. The notice was also mailed or delivered at least 10 days prior to the public hearing to all owners of the subject real property proposed to undergo zone changes or amendments, as well as all owners of real property within 500 feet of the real property subject to the Zone Changes or amendments, in accordance with the California Government Code.
- (x) A duly noticed public hearing was originally scheduled for October 30, 2023. The Planning Commission received further public comment and input on the proposed Zoning Code and Zoning Map Update and continued the item to a date uncertain.
- (xi) On November 3, 2023, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.

- (xii) On November 13, 2023, the draft Title 17 Zoning Code was to be presented to the Planning Commission during the public hearing portion of the meeting. Before the item was presented by staff, the Planning Commission voted to continue the item to a future date.
- (xiii) On February 9, 2024, a notice of public hearing describing the proposed Comprehensive Zoning Code Update was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.
- (xiv) On February 21, 2024, the Planning Commission conducted a duly noticed public hearing, as required by law, on the proposed Comprehensive Zoning Code Update to receive testimony and other evidence regarding the proposed Comprehensive Zoning Code Update, including without limitation, information provided to the Planning Commission by City staff.
- (xv) Irwindale Municipal Code section 17.12.020 provides, "The official zoning map for the city may be amended by reference thereto, and by reference to this section."
- (xvi) The Planning Commission now wishes to recommend that the City Council of the City of Irwindale adopt Zone Change No. 04-2023, approving the proposed Zoning Map Update and adopting the Zoning Map Update as the Official Zoning Map of the City of Irwindale, to reflect updates and changes to the Zoning Map consistent with the Comprehensive Zoning Code Update.
- (xvii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. **Recitals.** The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.

2. **Findings.** Based upon substantial evidence and testimony taken from the record as a whole, and received at the public hearing, both oral and written, including the staff report, and all attachments thereto, all of which shall constitute the entire record of the matter, the Planning Commission hereby finds that the proposed Zoning Map Update, attached herein as Exhibit A, is necessary and is consistent with the Comprehensive Zoning Code Update, and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan, is consistent with state law, and the proposed revisions to the Official Zoning Map are in the interest of the public and are necessary to comply with state law.

3. **CEQA Findings.** The Planning Commission hereby recommends that the City Council find that pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project, and has determined that the proposed Zoning Map Update was assessed in the Environmental Impact Review ("EIR") for the City's General Plan (SCH# 2005071047) and, pursuant to CEQA Guidelines Sections 15183 and 15162, is consistent with the previously certified EIR for the City's General Plan, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Zoning Map Update.

4. **Recommendation.** On the basis of these findings, the Planning Commission hereby recommends that the City Council adopt and approve Zone Change No. 04-2023, approving the proposed Zoning Map Update and adopting the Zoning Map Update as the Official Zoning Map of the City of Irwindale (Exhibit A), in accordance with Irwindale Municipal Code section 17.12.020.

ADOPTED AND APPROVED this 21st day of February 2024.



David Fuentes, Chair
City of Irwindale Planning Commission

ATTEST:



Marilyn Simpson, AICP, Secretary

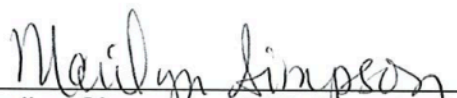
I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 21st day of February 2024, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, M. Frymark, D. Fuentes

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS: J. Rodriguez

ABSTAIN: COMMISSIONERS:



Marilyn Simpson, AICP, Secretary

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

MARCH 27, 2024
WEDNESDAY
8:44 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 Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Larry G. Burrola; Mayor Albert F. Ambriz

Absent: Councilmember Mark A. Breceda

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; 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 Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

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

ITEM NO. 28A
WARRANTS

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

RECESS

At 8:45 p.m., the Successor Agency took a short recess.

RECONVENE

At 8:53 p.m., the Successor Agency reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:53 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk