

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY (Closed Session Only)

MAY 12, 2021

**SPECIAL MEETING - 6:00 P.M. - CLOSED SESSION
REGULAR MEETING - 6:30 P.M. - OPEN SESSION**

IRWINDALE CITY COUNCIL CHAMBER

**CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER
(Closed to the Public)
Pursuant to Executive Order N-29-20**

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still meeting state transparency requirements.

The public’s health and well-being are the top priority for the City, and you are urged to take all appropriate health safety precautions. To facilitate this process, the meeting and opportunities to participate will also be available through the following options:

<https://attendee.gotowebinar.com/rt/3484420930268753680>



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

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

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Chief Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



**SPECIAL JOINT MEETING OF THE CITY COUNCIL & HOUSING AUTHORITY
CLOSED SESSION - 6:00 P.M.**

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

1. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

A) Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)

Agency negotiator: William K. Tam, Executive Director

Negotiating parties: Rudolfo A. Dominguez Trustee

Under negotiation: Price and terms of payment

B) Property: 704 A Street

Negotiating Parties: Housing Authority

Under negotiation: Price and terms

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

Case Name: Beador Construction Company, Inc. vs. City of Irwindale

Case Number: 21STCV14867

3. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia;
Mayor Pro Tem Larry G. Burrola; Mayor H. Manuel Ortiz**
- E. CHANGES TO THE AGENDA**
- F. COUNCIL MEMBER TRAVEL REPORTS**
- G. COUNCILMEMBER COMMENTS**
- H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

Presentation by Valley County Water District General Manager Jose Martinez on the District's 95th Anniversary Event

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 3 minutes unless such time limits are extended.

1. CONSENT CALENDAR

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

A. Minutes

None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Award of Contract and Appropriation for Records Retention Consulting Services

Recommendation: (1) Approve an agreement with Records Control Services, Inc. for records retention consulting services (Inventory Assessment, Updated Records Retention / Destruction Policy and Strategic Roadmap) in the amount of \$47,120 and authorize the City manager to execute the necessary documents in a form approved by the City Attorney; and (2) **Adopt Resolution No. 2020-39-3251** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A RECORDS RETENTION CONSULTING CONTRACT TO RECORDS CONTROL SERVICES, INC. AND APPROVING AN APPROPRIATION OF FUNDS NECESSARY FOR THE COMPLETION OF THE RECORDS RETENTION CONSULTING PROJECT" reading by title only and waiving further reading thereof.

Department: Administration / City Clerk

D. Approval of Administrative Policy Concerning COVID-19 Supplemental Paid Sick Leave ("SPSL")

Recommendation: Approve the proposed Administrative Policy concerning COVID-19 Supplemental Paid Sick Leave ("SPSL") and authorize the City Manager to make any necessary changes to the policy in order to comply with State and Federal Law.

Department: Administration / Human Resources

E. Award of Contract for Tree Trimming, Maintenance and Arborist Inspection Services

Recommendation: (1) **Adopt Resolution No. 2021-38-3250** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES FOR TREE TRIMMING, MAINTENANCE, AND ARBORIST INSPECTION SERVICES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H) AND APPROVE THE EXECUTION OF THE CONTRACT AGREEMENT WITH WEST COAST ARBORIST"; and (2) Authorize the City Manager to enter into a three-year contract agreement with West Coast Arborist for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services with an option for three (3) one-year renewals.

Department: Public Services

2. NEW BUSINESS

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

A. City of Irwindale Video Surveillance System

Recommendation: (1) Consider and discuss the information related to the City's video surveillance system; and (2) Provide direction to staff.

Department: Administration / Information Technology

B. Park Bench Plaque Dedication Policy

Recommendation: Approve the draft Park Bench Plaque Dedication Policy, as recommended by the Irwindale Parks and Recreation Commission.

C. Resident Identification Card Policy

Recommendation: (1) Discuss the Resident Identification Card Policy revisions; and (2) provide direction to staff.

Department: Administration

D. Acceptance of a Gift from Vulcan Lands, Inc. of a Clear Channel Outdoor Lease Agreement, including the Rights and Obligations thereto, Relating to Five Outdoor Billboards Located along the Vulcan Reliance II Pit at 15990 Foothill Boulevard

Recommendation: **Adopt Resolution No. 2021-40-3252** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A GIFT FROM VULCAN LANDS, INC. OF A CLEAR CHANNEL OUTDOOR LEASE AGREEMENT, INCLUDING THE RIGHTS AND OBLIGATIONS THERETO, RELATING TO FIVE OUTDOOR BILLBOARDS LOCATED ALONG THE VULCAN RELIANCE II PIT AT 15990 FOOTHILL BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS TO EFFECTUATE THE TRANSFER".

3. PUBLIC HEARINGS

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

A. Zone Ordinance Amendment No. 01-2021 for a City-initiated Code Amendment, Adding Chapter 17.130 [Reclamation of Mines Exempt from the Surface Mining and Reclamation Act ("SMARA")] to Establish Regulations and Standards for Non-SMARA Pits to Title 17 (Zoning) of the Irwindale Municipal Code (IMC)

Recommendation: Direct the City Attorney to read the title of, waive further reading of, and **introduce Ordinance No. 756** to adopt the following Ordinance: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.130 (RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT) TO TITLE 17 (ZONING) TO ESTABLISH REGULATIONS AND STANDARDS FOR NON-SMARA PITS, AND FINDING AN EXEMPTION FROM CEQA".

4. CITY MANAGER'S REPORT

5. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

6. ADJOURN

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

None for approval

A. Warrants

Recommendation: Approve

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. FUTURE AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

5. 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 and Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, to be held on May 12, 2021, be posted at the City Hall, Library, and Post Office on May 7, 2021.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
April 2021

Payroll Batch DATE OF ISSUE 4/8/21	403-04-21 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	39,938.47
	14 Finance Department	20,072.33
	15 Summer Youth	-
	35 Police Department	178,496.16
	40 Recreation Department	15,174.81
	42 Senior Citizens' Center	11,648.43
	44 Library	9,320.06
	51 Planning & Community Development	19,039.97
	52 Public Works - Engineering	22,297.38
	57 Public Works - Services	49,003.64
	Gross Payroll	366,722.40
	Required Deductions	(102,728.91)
	Voluntary Deductions	(16,324.28)
	Net Payroll	247,669.21
Payroll Batch DATE OF ISSUE 4/22/21	417-04-21, 418-04-21 DEPARTMENT	AMOUNT
	11 City Council	4,462.31
	13 City Administrative Office	40,089.90
	14 Finance Department	20,199.03
	15 Summer Youth	-
	35 Police Department	163,982.95
	40 Recreation Department	15,397.96
	42 Senior Citizens' Center	12,116.83
	44 Library	9,300.82
	51 Planning & Community Development	19,581.70
	52 Public Works - Engineering	22,561.23
	57 Public Works - Services	48,392.60
	Gross Payroll	356,085.33
	Required Deductions	(97,984.53)
	Voluntary Deductions	(17,177.28)
	Net Payroll	240,923.52

Electronic Payments

April 2021

April 16 - 30, 2021



Number	Vendor Name	Date	Amount
ACH	CalPERS	4/26/2021	909.04
ACH	CalPERS	4/28/2021	71,298.09
ACH	EDD	4/28/2021	18,118.19
ACH	Federal Tax	4/28/2021	47,038.80
ACH	Nationwide-457 Plan & Trust	4/22/2021	14,284.89
ACH	Nationwide-Roth Cotribution-457 Plan & Trust	4/22/2021	2,852.00
ACH	ICMA	4/22/2021	13.39
ACH	PARS-FT	4/22/2021	21,788.85
ACH	PARS-PT	4/22/2021	818.72
576	CJPIA Excess Pool	4/20/2021	1,919.57
		Report Total:	179,041.54

Accounts Payable

Checks by Date - Summary by Check Number

User: nwoodard
Printed: 5/6/2021 8:26 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73838	ACOSTA01	Carol Acosta	04/22/2021	5.00
73839	ALLIAN	Alliant Insurance Services, Inc.	04/22/2021	433.00
73840	AMERIC34	American Fidelity Assurance Co	04/22/2021	2,498.67
73841	AT&T02	AT & T	04/22/2021	33.74
73842	AT&T06	AT & T	04/22/2021	1,667.16
73843	AZUSALW	Azusa Light & Water	04/22/2021	50.23
73844	CALIFO02	California American Water	04/22/2021	12.16
73845	PMIDEN	Delta Dental Insurance Company	04/22/2021	991.77
73846	PMIDEN01	Delta Dental of California	04/22/2021	12,485.34
73847	FRONT01	Frontier Communications	04/22/2021	268.27
73848	HENSHA01	Ty Henshaw	04/22/2021	555.14
73849	COUNTYCL	Los Angeles Registrar-Recorder	04/22/2021	20.00
73850	MCIWOR	MCI Comm Service	04/22/2021	38.82
73851	NEST01	Nestle Waters North America	04/22/2021	253.77
73852	OPTUM01	OptumRx, Inc.	04/22/2021	42,766.68
73853	REGIST01	Registrar-Recorder/County Clerk	04/22/2021	75.00
73854	SANTOS01	Margaret Santos	04/22/2021	5.00
73855	SCE02	Southern California Edison	04/22/2021	620.51
73856	STANDA01	Standard Insurance Co. RV	04/22/2021	414.45
73857	STANDA03	Standard Insurance Company	04/22/2021	1,960.19
73858	TEXAS01	Texas Life Insurance Co.	04/22/2021	5,347.40
73859	TPX 01	TPX Communications	04/22/2021	2,206.14
73860	verizonw	Verizon Wireless	04/22/2021	5,601.70
73861	VISION01	Vision Service Plan - (CA)	04/22/2021	2,479.47
73862	VISION01	Vision Service Plan - (CA)	04/22/2021	1,435.14
73863	VISION01	Vision Service Plan - (CA)	04/22/2021	4,252.89
73864	CALIFO56	California State Disbursement Unit	04/22/2021	604.15
73865	CITY01	City of Hope	04/22/2021	54.00
73866	ICEA	Irwindale City Employee Assoc.	04/22/2021	638.00
73867	IMEA	Irwindale Mgmt Employee Assoc.	04/22/2021	400.00
73868	IRWIND02	Irwindale Police Officers Assoc.	04/22/2021	3,118.10
73869	LOSANG31	Los Angeles County Sheriff's Dept.	04/22/2021	23.74
73870	WILLDAN	Willdan Financial Services	04/27/2021	3,750.00
73871	AMERIFID	American Fidelity Assurance	04/29/2021	6,259.96
73872	AT&T06	AT & T	04/29/2021	43.70
73873	Ayala01	Leonor Ayala	04/29/2021	100.00
73874	AZUSALW	Azusa Light & Water	04/29/2021	482.82
73875	CHARTE01	Charter Communications	04/29/2021	82.12
73876	CHOU01	Janet Chou	04/29/2021	37.00
73877	GASCOM	Gas Company, The	04/29/2021	347.09
73878	HULL01	Mary Hull	04/29/2021	80.69
73879	PADILLAM	Melissa Marez	04/29/2021	238.80
73880	PIN01	Joseph Pinon	04/29/2021	1,963.49
73881	SCE02	Southern California Edison	04/29/2021	1,005.07
73882	TYLER01	Jeff Tyler	04/29/2021	75.00
73883	WILLDAN	Willdan Financial Services	04/29/2021	950.00
73884	ADVANT	Advantage Ford	05/12/2021	49.95

Check No	Vendor No	Vendor Name	Check Date	Check Amount
73885	AFFORD02	Affordable Additions	05/12/2021	27,972.60
73886	ALLCI01	All City Management Services, Inc	05/12/2021	1,318.91
73887	ALLISO01	Allison Mechanical, Inc	05/12/2021	195.00
73888	BAKER01	Baker & Taylor Books	05/12/2021	330.22
73889	BARNEY	Barney's Locksmith Service	05/12/2021	176.34
73890	BLACKA	Black & White Emergency Vehicles	05/12/2021	6,848.43
73891	BLINE01	B-Line Investigations, Inc	05/12/2021	1,475.00
73892	BRITEW	BriteWorks, Inc.	05/12/2021	13,539.95
73893	CALIFO05	CALBO	05/12/2021	250.00
73894	CALIFO55	California Traffic Control	05/12/2021	4,269.34
73895	CARQUEST	Carquest	05/12/2021	137.69
73896	CASC01	CASC Engineering & Consulting	05/12/2021	3,392.50
73897	Cat Spec	Cat Specialities Inc	05/12/2021	195.69
73898	CHARTE03	Charter Communications	05/12/2021	1,720.00
73899	CINTAS	Cintas Corporation #693	05/12/2021	293.69
73900	CITYOF23	City Of West Covina	05/12/2021	5,700.00
73901	DEPTOF02	County of LA Dept of Animal Care & Cont	05/12/2021	1,280.18
73902	AGRICU	County of Los Angeles	05/12/2021	595.73
73903	COUNTY04	County of Los Angeles	05/12/2021	11,166.54
73904	LOSANG33	County of Los Angeles	05/12/2021	73,455.39
73905	DAVIDE	David Evans & Associates Inc	05/12/2021	6,782.40
73906	DELIA01	Joe E Delia	05/12/2021	225.00
73907	DUDEK01	Dudek	05/12/2021	1,820.00
73908	ENGI01	Engineering Associates, LLC	05/12/2021	14,247.10
73909	FEDEX	FedEx	05/12/2021	21.44
73910	FILLG01	Fill Good Landscaping	05/12/2021	375.00
73911	GARVEY	Garvey Equipment Co	05/12/2021	1,486.25
73912	HASA01	Hasa Inc.	05/12/2021	727.24
73913	HDLCOR	HdL Coren & Cone	05/12/2021	1,575.00
73914	JUSTIRE	Just Tires	05/12/2021	140.42
73915	COORYE	Samir M. Khoury	05/12/2021	9,226.00
73916	LANDSC	Landscape Warehouse III	05/12/2021	186.81
73917	LAWEO1	Law Enforcement Medical Services, Inc.	05/12/2021	150.00
73918	LEWISE	Lewis Engraving, Inc.	05/12/2021	57.33
73919	LSA01	LSA Associates, Inc.	05/12/2021	6,823.75
73920	MONROV07	Monrovia Chrysler Dodge Jeep Ram	05/12/2021	2,987.69
73921	CROP01	Nutrien Ag Solutions, Inc.	05/12/2021	2,012.43
73922	OFFICE03	Office Depot	05/12/2021	1,776.73
73923	ORKINP	Orkin Pest Control	05/12/2021	481.00
73924	POWERM01	Power Muffler & Brakes Inc.	05/12/2021	3,103.45
73925	PROPRINT	Pro Printing, Inc.	05/12/2021	243.66
73926	RIGHT01	Right of Way, Inc.	05/12/2021	36.96
73927	RIOHON01	Rio Hondo College	05/12/2021	150.00
73928	ROSENO	Rosenow Spevacek Group Inc	05/12/2021	4,192.50
73929	SCFUELS	SC Fuels	05/12/2021	4,903.05
73930	SIGN01	Signal Construction	05/12/2021	6,061.20
73931	SkyBluep	Sky Blueprint & Supplies, Inc	05/12/2021	1,719.90
73932	SOUTHCH	South Coast AQMD	05/12/2021	275.26
73933	TEDJOH	Ted Johnson Propane	05/12/2021	45.57
73934	UNITED11	United Site Services of CA Inc	05/12/2021	539.99
73935	VISTA01	Vista Paint Corporation	05/12/2021	3,973.75
73936	HDSUP01	WHITE CAP, L.P.	05/12/2021	345.04

Report Total (99 checks):

337,786.44

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021
 To: Honorable Mayor and Members of the City Council
 From: William K. Tam, City Manager
 Issue: Award of Contract and Appropriation for Records Retention Consulting Services

City Manager's Recommendation:

- (1) Approve an agreement with Records Control Services, Inc. for records retention consulting services (Inventory Assessment, Updated Records Retention/Destruction Policy and Strategic Roadmap) in the amount of \$47,120 and authorize the City Manager to execute the necessary documents in a form approved by the City Attorney; and
- (2) **Adopt Resolution No. 2021-39-3251** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A RECORDS RETENTION CONSULTING CONTRACT TO RECORDS CONTROL SERVICES, INC. AND APPROVING AN APPROPRIATION OF FUNDS NECESSARY FOR THE COMPLETION OF THE RECORDS RETENTION CONSULTING PROJECT" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager

Theresa Olivares

Laura Nieto

Electronically Approved

Electronically Approved

Theresa Olivares ON BEHALF OF
 WILLIAM K. TAM

Background and Analysis:

A records retention schedule is a systematic plan establishing how long information must be kept for legal and operational requirements and the guideline for how to dispose of it. Municipalities implement records retention schedules to maintain regulatory compliance, as well as to ensure disposal methods are legally defensible. In essence, a retention schedule is the foundation of a solid records information management program that governs records throughout their lifecycle. Some benefits associated with a records retention schedule include:

- Control the exponential growth of records
- Comply with regulatory and statutory requirements
- Locate and retrieve documents quickly and efficiently
- Minimize litigation risks

In 2005 and 2007, the City Council adopted two separate records retention schedules; one for the City Clerk's Office and another for Citywide records, respectively. While these schedules continue to be utilized, they require updating and are not inclusive of areas such as Mining, Successor Agency and electronic mail, leading to an accumulation of records that do not have any retention schedule associated to them for destruction.

On March 11, 2020, the City Council approved the release of a Request for Proposals (RFP) for Records Retention Consulting Services (Inventory Assessment, Updated Records Retention/Destruction Policy and Strategic Roadmap). On March 12, 2020, the Director of Emergency Services of the City of Irwindale declared a local emergency in response to the COVID-19 pandemic, and the release of the RFP was postponed.

On January 4, 2021, staff released the RFP. On February 3, 2021, Addendum #1 was issued in response to questions received and included an extension to the original deadline. By February 16, 2021, the revised deadline, proposals were received from the following consultants:

Gladwell Governmental Services, Inc.
IGxprt Solutions
Modus eDiscovery
RDS Consulting
Records Control Services
William Saffady
Syscom, Inc.

After initial review of the proposals by the above-referenced consultants, a committee comprised of staff from the City Clerk's Office and the Public Services / Recreation conducted interviews with three consultants: Records Control Services, William Saffady and Syscom, Inc. Following the interviews, the committee unanimously determined that **Records Control Services, Inc.** would best suit the needs of the City. This is based upon

the content of the proposal, the consultant's extensive experience on similar projects in other cities in California and highly favorable references from former clients.

Staff recommends City Council award a Contract Services Agreement to Records Control Services, Inc. in the amount of \$47,120; and adopt Resolution No. 2021-29-3251 to appropriate funds in the amount of \$34,120.

Fiscal Impact:

Partial funding for this project in the amount of \$13,000 has been carried forward from the prior fiscal year. Due to the expanded scope of this vital, citywide project, the total cost has increased to \$47,120, requiring an additional appropriation of \$34,120. This project is funded 40% (\$18,850) from the General Fund and 60% (\$28,270) from the Mining Impact Fund.

Attachment:

Records Control Services, Inc. Proposal
Resolution No. 2021-39-3251

Proposal for
Records Retention Consulting Services
for the



2/15/21
8:15am

February 16, 2021

Revised Proposal

Records **C**ontrol **S**ervices

A Corporation of Information Resource Management Specialists

15 Cornwall Court,
Oakland, California 94611
Office: 510-530-6033
Primary Cell: 510-520-1635

Bruce G. Meier, Certified Records Manager
President/CEO

www.RecordsControlServices.com

Records Control Services

City of Information Resource Management Specialists & Consultants
Cornwall Court, Oakland, California 94611 Phone: 510-530-6033

Ms. Laura Nieto, MMC, Chief Deputy City Clerk
5050 N. Irwindale Avenue
Irwindale, California 91706

Dear Ms. Nieto:

Thank you for the opportunity to submit a proposal for your record retention schedule updates and a records management roadmap. You will find that Records Control Services, Inc. (RCS) is professionally qualified to assist the City of Irwindale in developing this essential records management component.

RCS is a closely held California small business. Since 1979, RCS has designed and implemented records management program components for over 70 cities and local districts, and numerous clients in private industry, throughout California.

There is no "canned", off-the-shelf solution to retention schedules or records management programs. Each program is uniquely developed around the City's information management practices and retention requirements.

RCS's principals have over 136 years of combined experience and a unique approach to designing Records Improvement Programs. All program components address information governance and best management practices and follow Generally Accepted Recordkeeping Principles® (GARP®), as defined by the Association of Records Managers and Administrators, International.

RCS offers pragmatic solutions tailored to the City's needs, including a thorough evaluation of existing systems culminating into phased recommendations for improvements. Typical program components integrate records retention schedules and uniform function-based filing indices with document management systems to directly correlate retention periods to record series (types of records), and to help streamline the lifecycle of both hardcopy and electronic documents.

Current projects with several small, medium, and large California cities and local districts include:

- Strategic planning and comprehensive plan of action development
- Retention schedule and uniform index development
- Active records management program implementation
- Electronic Records and Document Management Software evaluation and integration
- Document scanning and image conversion services
- Information Governance policies and solutions

RCS does not represent any software, equipment, or supplies, so we offer an unbiased evaluation of available systems to best fit our client's needs. Recommended materials are purchased through your procurement system to assure the lowest available prices.

I will be the project manager for your program, and I am available to answer questions about this proposal or modify proposed phases and options to best fit your implementation plans. I can be reached directly on my cell at 510-520-1635 or at Bruce@RecordsControlServices.com. Thank you for your time and consideration of a partnership with RCS.

Sincerely,



Bruce G. Meier, CRM, President/CEO

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Firm Information & Qualifications

Incorporated in 1979, Records Control Services, Inc. is a privately held, California small business firm of information resource management specialists offering development and implementation of partial or full-scale records and information management (RIM) programs in government and industry.

Records and Information Management Services include:

- Inactive Record Management Solutions
 - On-site Inactive Record Storage Facility Design
 - Off-site Storage Vendor Evaluation/Feasibility Studies
 - Vital Records Protection/Disaster Recovery Programs
- Active Records Management Solutions
 - Record/Document Indexing & Inventory
 - Color Coded File Conversion & Storage Systems
 - Bar-coded File Tracking Systems
 - High Density Document Storage Solutions
 - Filing System Relocation Services
- Record Retention Management
 - Research and Development
 - Index Development
 - Training and Maintenance Programs
- Electronic Records & Document Management Solutions
 - Electronic Records Management Software Systems
 - Electronic Document Management System software
 - Document Imaging Solutions
 - Document Control Solutions
 - Alternative Storage Solutions
- Information Governance Policies and Procedures
- RFP/RFQ Development
- Hourly/Daily Consultation Services

Firm Highlights & Specialization:

- **Principal Consultants are Certified Records Managers**
 - Institute of Certified Records Managers (ICRM)
- A combined total of over 136 years of comprehensive RIM experience.
- Members and Chapter Board Members of the Association of Records Managers and Administrators, International (ARMA).
- California Small Business.
- Provide educational workshops and seminars to state, local and regional government entities and private industry professional associations and organizations.

Records Control Services, Inc. has designed and implemented partial and full-scale RIM programs for over 70 municipalities and government agencies, and numerous clients in private industry, throughout California.

Visit us at www.RecordsControlServices.com for more information about our services.

Key Personnel

The project manager for the City's program will be our President and principal consultant:

Bruce G. Meier, CRM Principal Consultant

Professional Experience:

- Records Control Services, Inc, Oakland, California 1999 - Present
President & CEO
Design and implement comprehensive Records and Information Management programs for municipal and City government clients in the West Coast states, including active and inactive storage systems, uniform functional filing and color-coded labeling programs, high density storage, records retention schedules, bar-coded tracking systems, electronic document management systems, and document imaging and workflow.
- Records Systems Associates, Inc, Danville, California 2009 – Present
President
Design and implement comprehensive Records and Information Management programs for clients in the West Coast states.
- Multiplex Information Services, Inc, Sacramento, California 2002 - 2013
Vice President
Provide inactive records storage and management services to Central California clients. Design and implement comprehensive Records and Information Management programs for clients in the West Coast states.
- Records Systems Associates, Inc., Danville, California 1999 - 2009
Executive Vice President
Designed, initiated and managed implementation of full-scale records management programs for clients in government and industry.
- Meier Knowledge Management, Redwood City, California 1997 - 1999
Principal Consultant and Proprietor
Design and implement comprehensive Records and Information Management programs for clients in the West Coast states.
- ALZA Corporation, Palo Alto, California 1991 - 1997
Administrator, Corporate Records Management
Developed a corporate-wide records management program including inactive storage center, retention management, vital records/disaster recovery program, active filing systems, form development and other program elements. Assisted in development of a corporate Electronic Document Management System, ISO 9000 certification, and GMP document center program. Consulted to departments by developing customized solutions for specific requirements.
- Records Systems Associates, Inc., Danville, California 1987 - 1991
Vice President and Corporate Secretary
Designed, initiated and managed implementation of full-scale records management programs for clients in government and industry.
- Records Systems Associates, Inc., Danville, California 1984 - 1987

Project Assistant to Principal Consultant

Assisted the principal consultant with the design and implementation of full-scale records management programs for clients in government and industry.

- Records Systems Associates, Inc., Danville, California 1979 - 1984
Assistant Secretary

Assisted Corporate Secretary of the firm in general office management and assisted Project Teams with implementation of records management programs for clients in government and industry.

Education:

- California State University, Hayward, CA
BA Business Administration - Marketing Mgmt. Option, 1990
- Diablo Valley College, Pleasant Hill, CA
AA, Liberal Arts Studies

Professional Certification:

- Institute of Certified Records Managers
Certified Records Manager (CRM), 1991

Professional Affiliations:

- Institute of Certified Records Managers, Member
- Association of Records Managers and Administrators (ARMA)
 - International Member since 1984
 - Silicon Valley Chapter Member
 - Past President & Advisor, Silicon Valley Chapter
 - President, Silicon Valley Chapter
 - Vice President, Webmaster & Treasurer, Silicon Valley Chapter

Seminars & Workshops:

- Remote Records Management in Pandemic Times - League of California Cities, New Law Seminar
- RIM Nuts & Bolts Overview – City Clerks Association of California
- Records Management in Local Government: Uniting Paper & Electronic Information into a Comprehensive RIM Program – Master Municipal Clerks Academy
- Record Retention Management in Pharmaceutical Systems
- Marketing Your RIM Program to Executive Management
- Creating & Integrating Records Retention Schedules into your Records Management Program
- Records Management Overview: The Basics of Records & Information Management
- "Who Wants to be a RIMillionaire?": A Challenging RIM Gameshow
- Records Management in the Electronic Age: An Overview of Records Management Principles in Relation to Electronic Records Management Software Systems
- The Art of Records & Information Management: Tackling Today's Record Challenges – League of California Cities New Law Conference
- RIM Software Systems: A Case Study of Placer City

Work Plan & Proposal

Introduction

This report contains recommendations and proposals for a records improvement program, allowing the City to refine best records management and information governance practices. Detailed tasks are included in the proposal that follows this section.

Purpose

The purpose of this proposal is to provide the City with an analysis and report of current records management practices, designing and researching Records Retention Schedules for managing physical and electronic documents, policies and procedures for program management, and recommendations for an information governance roadmap to allow highly efficient information management and disposal with the City.

Project Scope

The program provides records retention suggestions for identified records managed and stored within the City's target departments:

- Administration
 - City Council
 - City Manager
 - Assistant City Manager
 - City Clerk's Department
 - Human Resources
 - Economic Development
 - Housing Department
- Finance
- Library
- Community Development
 - Planning & Building
 - Code Enforcement
 - Business License
- Police
- Public Works Engineering/Mining
- Public Works Services
- Recreation
- Senior Center

General Recommendations

The goal of a comprehensive records management program is to control the creation, acquisition, processing, maintenance, storage and final disposition of all recorded information, regardless of form or media, handled during normal business practices.

Implementation of such a program would result in significant savings for the City through:

- Safe, highly efficient storage and retention of all records in accordance with Federal, State and Local regulations.
- Rapid access to all active, semi-active and inactive records stored in offices or off-site facilities.
- Immediate reduction of misfiled and lost information.
- Cost effective use of prime office and storage space.
- Timely disposal of obsolete records through approved retention schedules.
- Protection of vital records from natural or man-made disasters.

RCS recommends a comprehensive Records Management Policy be adopted by the City Council, including a records retention component, to form the foundation of a legally acceptable Records and Information Management Program (RIM) in compliance with GARP® guidelines. A full RIM program should be implemented in several segments, including:

1. Inactive records storage system.
2. Active files management with a uniform filing system.
3. Records retention management with approved retention periods and schedules.
4. Information governance evaluation and needs assessment plan.
5. Electronic document management and tracking systems.
6. A Vital Records Protection and Disaster Recovery Program.

This proposal addresses the policy development, records retention management components and information governance evaluation for a comprehensive RIM Program. Detailed proposals for other segments can be submitted by RCS upon request of the City.

Approach

This proposal is separated into phases. Phases must be implemented in the order presented.

Work will be completed both at the City's facilities and RCS's Oakland offices. RCS's principal consultant will visit City facilities for initial interviews and records evaluation, and reviewing the retention schedule structure, retention periods and policy suggestions, as needed.

Proposal for Records Management Consulting Services

This proposal presents the City of Irwindale (City) with project tasks and time estimates for evaluating and assessing current records management practices throughout the City, creation of a uniform record series classification index, designing and researching records retention schedules, and recommendations for an information governance roadmap for future records management operations. Implementation of this program will provide a highly efficient management and disposition system for designated records.

The resulting tools will allow the City to improve best records management and information governance practices, and Generally Accepted Recordkeeping Principals®¹.

Phase 1 – Discovery, Assessment & Gap Analysis

Phase Tasks

1. Introduce the program to City staff and management.
2. Designate departmental Records Coordinators.
3. Develop a work plan and timeline estimate for the discovery and assessment process.
4. Evaluate physical records storage and management systems:
 - a. Interview the Records Coordinators to determine record series (types of records) maintained in each division.
 - b. Analyze active and inactive physical filing systems, access activities and quantities.
 - c. Review physical file listings, taxonomy and/or classification guides, if any.
 - d. Determine document creation, routing and final physical storage locations.
 - e. Review audio, video and microfilm storage and access activities, if any.
 - f. Determine adherence to the current records retention schedules and records management policies and procedures.
5. Review document management systems and information storage technology.
 - a. Evaluate electronic document activity and accessibility requirements on shared server volumes.
 - b. Review other image and/or electronic document storage systems, where used.
 - c. Evaluate current document scanning processes and acquisition equipment.
 - d. Review use of process management software systems.
 - e. Review use of e-mail management software systems.
 - f. Determine adherence to the current records retention schedules and records management policies and procedures.
6. Evaluate physical and electronic document repositories for duplication outside of the Office of Record (managing department).
7. Determine most efficient storage medium for official records in each record series.

¹ ® Generally Accepted Recordkeeping Principals & GARP are trademarked by the Association of Records Managers and Administrators, International.

8. Create a function-based classification index of record series:
 - a. Organize records series by City function, and divisions or groups within each function.
 - b. Hierarchically assign identification codes to record series.
 - c. Integrate special series aspects into the index, where needed.
 - d. Assign preferred storage medium to record series.
 - e. Create a section for records regularly maintained within all City departments.
 - f. Submit to and review the draft index with Records Coordinators and/or management.
9. Evaluate the City's retention schedules for critical, important and useful updates.
10. Prepare a comprehensive report outlining results of the interviews and findings.
11. Present findings and a gap analysis through a virtual meeting with the Key Stakeholders.

To best evaluate current records storage systems and repositories, the Project Team will designate a contact person, or persons, within each department and division as the Records Coordinator. These staff members should be core users and/or managers of their department's paper and electronic documents.

RCS will develop a work plan and timeline for the evaluation process. Interview schedules and assessment timelines will depend on availability of City Records Coordinators and staff, and RCS will coordinate with the Project Manager to arrange the schedules.

RCS will meet with designated Records Coordinators to discuss records series maintained within the Departments and evaluate document acquisition and access activity for the associated records. RCS will review all media storage types, including hardcopy records, audio and video recordings, microforms, electronic and any other document storage repositories.

Using the interview and evaluation data, RCS will create a hierarchical listing of records series organized by department and divisions or activities within each department. RCS will review the draft index with the Records Coordinators and integrate specific attributes, including confidentiality, vitality and/or historical nature, where necessary.

The resulting uniform index structure, or Uniform Functional Index of Records Series Taxonomy™ (UFIRST™ Index), becomes the record retention schedule format and can be used to quickly identify records in both physical and electronic storage systems.

RCS will prepare a report summarizing the results of the interviews, including:

- Physical filing systems properties.
- Volumes of physical active and inactive records maintained in repositories.
- An evaluation of electronic record repositories.
- Compliance with current record retention schedules and records management policies and procedures.
- An analysis of retention schedule updates to meet current legal and business requirements.
- Areas of potential record duplication.
- Work plan and recommendations for improvements to evaluated systems.

Based on the analysis, RCS will provide a brief presentation to the Key Stakeholders on target areas for improvement and compliance with retention schedules within the departments.

RCS requires access to non-confidential areas of the Department's EDMS software, e-mail systems, shared server volumes, process management software systems and other sources of electronic document storage using secure company laptops connected to the City's network for the technology evaluation project tasks.

Please read the Disclaimer section within this proposal regarding suggested retention periods and schedules.

Phase Results

Implementation of this phase, in total, will provide the City with:

- A comprehensive evaluation and report of document acquisition, storage repositories and media formats.
- A uniform, function-based record series index to classify physical and electronic records.
- A presentation of findings and a gap analysis to the project's Key Stakeholders.
- Improvements to information governance practices and Generally Accepted Recordkeeping Principles®.

Duration

Depending upon staff availability and current RCS client obligations, this phase can be completed in approximately 14 to 16 weeks after initiation. Availability of City staff for initial interviews and schedule reviews is essential to phase completion within RCS time estimates.

Phase 2 – RIM Policies/Procedures, Retention Schedules & IG Roadmap

Phase Tasks

1. Review and evaluate the City's current records management policies and procedures.
2. Recommend improvements and additional components to provide a comprehensive, clear and concise set of policies and procedures.
3. Review policies and procedures with the Project Team, modify as needed.
4. Develop records retention schedules:
 - a. Research governmental and regulatory body minimum required retention periods.
 - b. Assign suggested retention periods and summary descriptions of legal citations to each listed record series in the UFIRST™ Index.
 - c. Submit to and review updated retention schedules with Records Coordinators and/or management.
 - d. Integrate departmental operating retention requirements and administrative retention decisions into schedules, where needed.
 - e. Modify special series aspects into the retention schedules, where needed.
 - f. Submit retention schedules to Records Coordinators and management for final review and approval.
 - g. Review final draft retention schedules and policy suggestions with the Project Team.
 - h. Submit final draft retention schedules, in electronic format, for the City's legal counsel to review.
5. Develop an Information Governance roadmap for future records management program improvements.
6. Present highlights of the roadmap to the Project Team.

RCS will review the City's current records management related policies and procedures and make recommendations for improvements to address all essential aspects of the program. The resulting policy and procedure modifications are reviewed with the Project Team prior to approval by the City Council or executive management.

Retention research then is performed on the records series identified in Phase 1 to determine minimum legal retention requirements. Each records series entry will include a summary of the legal citation(s) associated with the series.

Citations summaries will include one or more of the following:

- Stated required retention period.
- Target document type, where available.
- Trigger action (i.e., completion of project, date of loss, meeting date, etc.)

RCS will review the retention schedules with the Records Coordinators and modify specific attributes, where needed. Administrative decisions extending or modifying the minimum requirements are added to the citations, where needed, to set precedence for record destruction in the normal course of business.

RCS will review the draft approved retention schedules with the Project Team prior to submission to legal counsel for final review. The City is responsible for direct review with legal counsel, and RCS will modify the schedules after the review, as needed.

The City shall have the final retention schedules approved by the City Council. The resulting approved retention schedules will address all City records and directly correlate retention periods with record series, regardless of physical or electronic format.

RCS will prepare an information governance roadmap with recommendations to help guide the City in future records and information management improvements. Based on the City's request, the roadmap will include, but is not limited to, the following components:

- Level of effort and cost estimates, with options, for successful implementation and ongoing (post-implementation) of records management program.
- Available retention processes that are automated and applicable across various record generating processes and systems. Include costs and strategies for implementing such automated processes across different enterprise systems.
- Incorporation of data privacy, data mapping, data security classification, electronic document retention, management of paper documents, e-mail archival and unstructured data control.
- A reduction of impacts to existing and future document users and resources, including processes that access, use, generate, store, or destroy documents (including minimizing new requirements, responsibilities and processes related to managing documents).
- Recommendations on minimizing the availability and accessibility of documents for business and transparency purposes.
- Recommendations on minimizing the long-term costs associated with managing documents of all forms, including costs associated with onsite and offsite document filing, storing, and retrieving, as well as storing and backing up electronic documents.
- Recommendations on minimizing City liability associated with retaining and destroying documents and comply with applicable regulations and laws.
- Recommendations on minimizing the environmental impacts associated with hardcopy and electronic documents.
- Document destruction, transference, and conversion guidelines.
- Identify space (internal or external) and equipment necessary for filing records.
- General guidance on executing the roadmap including strategies for successful adoption of new policies, processes, and procedures.
- Develop a benefits objective document providing sufficient information about the benefits of executing the provided roadmap.
- Recommendations for change management, training, and other ongoing program management activities such as self-auditing and future updates.
- Additional recommendations as needed.

RCS will prepare a presentation with highlights of the draft roadmap with the Project Team upon completion.

RCS requires remote access to non-confidential areas of the Department's EDMS software, e-mail systems, shared server volumes, process management software systems and other sources of electronic document storage using secure company laptops connected to the City's VPN for reference purposes to complete the information governance roadmap.

Phase Results

Implementation of the program, in total, will provide the City with:

- A comprehensive set of records and information management policies and procedures.
- Retention period suggestions for each record series, based on current regulations, legal citations, and industry recommendations.
- Department approved records retention schedules addressing all physical and electronic records.
- Recommendations for future improvements to information governance practices and Generally Accepted Recordkeeping Principals®.

Duration

Depending upon staff availability and current RCS client obligations, this phase can be completed in approximately 12 to 14 weeks after initiation. Availability of Department staff for schedule reviews is essential to phase completion within RCS time estimates.

Phase 3 – Training

Phase Tasks

1. Develop a Records Retention Program reference guide for Records Coordinators, staff, and management.
2. Review reference guide with the Project Team, modify as needed.
3. Provide training sessions to the Records Coordinators and staff.
4. Submit sample Records Transfer Notice and Destruction Approval forms to the Project Team, modify as needed.

Based on the final records management policy, RCS will develop a set of procedures for working with the approved retention schedules and create a how-to reference booklet to distribute at training sessions. The procedures and booklet are reviewed with the Project Team and modified, as needed, prior to in-house printing.

RCS will create a training presentation for the Records Coordinators, staff, and management. The presentation is based on the final policies and procedures and will include:

- Definitions of records management program terms
- Staff responsibilities
- General retention periods for certain administrative, transitory, reference and duplicate records.
- Procedures for analyzing records, determining retention periods, processing inactive records, and preparing records for destruction.

After training, RCS will provide a sample Records Transfer Notice for processing inactive records, and a sample Destruction Approval Form for processing obsolete records.

Training will consist of up to 2 sessions based on staff availability. Depending upon the status of the current COVID-19 pandemic, training presentations may be completed either onsite or remotely.

Phase Results

Implementation of the program, in total, will provide the Department with:

- Training and how-to guides for program maintenance.
- Records Coordinators trained in retention program terminology, policies and operating procedures.

Duration

Depending upon staff availability, City Council approvals and current RCS client obligations, this phase can be completed in approximately 4 to 5 weeks after initiation. Availability of Department staff for procedure and presentation review and training is essential to phase completion within RCS time estimates.

Attachment A - Cost Proposal

For each task during the term of the Agreement, please submit the estimated hours and extended cost. Proposers must submit cost proposals for the complete scope of work. Each cost option shall include all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.

The City reserves the right to add or remove services over the contract term. The City reserves the right to award the Service(s) listed on this solicitation "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the City.

Task Description	Estimated Hours	Cost
Discovery / Assessment of Existing Records, System and Procedures	126.5	\$ 24,035.00
Updated Records Retention / Destruction Policy & Strategic Roadmap	100.5	\$ 19,095.00
Training	21	\$ 3,990.00
TOTAL COSTS:		\$ 47,120.00

Please state the firm fixed hourly rates and list the position title for each project team member. The hourly rates shall be firm for the base term of the contract. Rates shall be fully burdened and include all labor, taxes, profit, general and administrative expenses, overhead, and insurance incurred by the Consultant. The below rates will apply to all tasks, additional supplemental services or for updated outside of the existing scope of services.

Position Title	Fixed Hourly Rate
Principal Consultant	\$190.00/hour

(PLEASE READ AND MARK EACH CHECKBOX TO CONFIRM ACKNOWLEDGMENT AND AGREEANCE WITH THE INDICATED STATEMENTS)

☒	The Proposal Cost provided reflects all possible direct and indirect costs, travel, insurance, overhead, labor, profit, rebates, contingent commissions, renewal commissions, service fees, and any other expenses.
☒	The Proposal provided reflects any additional addendum(s) issued with respect to this RFP.
☒	Submittal of this proposal indicated we have reviewed the proposed written agreement and if selected, would accept all terms of the proposed agreement.

Records Control Services, Inc.

Company Name

15 Cornwall Court

Address

Oakland, California 94611

City, State, Zip Code

510-530-6033

Telephone

Company Type: Corporation

Signed by

Bruce G. Meier, CRM, President/CEO

Print Name Title

Cost Breakdown

RCS Professional Fees & Labor include all costs for system development and implementation and anticipated travel to and from City offices. Implementation costs are billed according to the schedules listed below by phase.

Phase 1 – Discovery, Assessment & Gap Analysis

RCS Professional Fees and Labor: \$ 24,035.00

Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$6,008.75 at Phase initiation
Progress payment 2: \$6,008.75 upon completion of Phase Task 4
Progress payment 3: \$6,008.75 upon completion of Phase Task 7
Progress payment 4: \$6,008.75 upon completion of Phase Task 11

Phase 2 – RIM Policy/Procedures, Retention Schedules & IG Roadmap

RCS Professional Fees and Labor: \$ 19,095.00

Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$4,773.75 at Phase initiation
Progress payment 2: \$4,773.75 upon completion of Phase Task 4.c
Progress payment 3: \$4,773.75 upon completion of Phase Task 4.h
Progress payment 4: \$4,773.75 upon completion of Phase Task 6

Phase 4 –Training

RCS Professional Fees and Labor: \$ 3,990.00

Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$1,995.00 at Phase initiation
Progress payment 2: \$1,995.00 upon completion of Phase Task 4

Fee & Payment Terms

- Unless otherwise noted, professional fees for each phase include all costs for labor and are firm for a period of 180 days from the date of this proposal.
- Invoices will be due upon receipt by the City, and payment must be received by RCS within 30 days of the invoice date. If payment is not received within 30 days of the invoice date, the invoice will be resubmitted with a 2.5% finance charge and a \$40.00 administrative fee added to the total invoice amount. Finance charges and administrative fees are compounded for each 30-day late period.
- On-demand contact time separate from this proposal will be billed at \$190.00 per hour, in 15-minute minimum increments. RCS will notify the City prior to incurring any unrelated contact time and obtain approvals from City management or the designated project manager.
- Travel expenses are included in the cost and are based on 11 workday visits to the City and include travel from and to RCS's Oakland offices. Additional travel time will be billed separately as incurred upon request and approval of the City.
- Project duration estimates depend upon City staff availability and current RCS client obligations. If project implementation is delayed due to availability of City staff, RCS reserves the right to modify payment schedules according to completed project tasks and/or delay timelines.

References

County of San Luis Obispo

- Currently evaluating and implementing an Electronic Document Management System for the Planning & Building Department.
- Designed and implemented a Department-wide Records Retention Program, including a comprehensive Records Management Policy and uniform filing index. Project included interviews with all division to develop a comprehensive list of records series and the uniform filing index structure.
- Designing an Active Records Improvement Programs for the Hearing Clerk's Office including recommendations of an Electronic Records Management Software system and hardcopy file conversion to a color-coded labeling structure using the retention schedule's uniform index structure.

Ms. Cynthia A. Boe, Department Administrator
Department of Planning & Building
805-781-5086
cboe@co.slo.ca.us
1055 Monterey Street, San Luis Obispo, CA 93408

City of Vallejo

- Currently improving the City's Electronic Document Management System.
- Designed and implemented a City-wide Records Retention Program, including a comprehensive Records Management Policy and uniform filing index in Vallejo. Project included interviews with all City departments and divisions to develop a comprehensive list of records series and the uniform filing index structure.
- Designed and implemented Active Records Improvement Programs for the City Clerk's Office, Planning and Housing & Community Development departments, including installation of an Electronic Records Management Software system, an inventory of all active records, and hardcopy file conversion to a color-coded labeling structure using the retention schedule's uniform index structure.
- Over the past 18 years, RSA also completed a multi-stage retention program for the City of Fremont and the City of Pinole with Ms. Abrahamson.

Ms. Dawn Abrahamson, MMC, City Clerk
City Clerk's Office
707-648-4528
dawn.abrahamson@cityofvallejo.net
555 Santa Clara St, Vallejo, CA 94590

City of Pinole

- Evaluating and improving electronic document management components and migrating the City Clerk's records into a uniform, function-based classification structure within Laserfiche.
- Updating records retention schedules for all departments.
- Implemented a full-scale active and inactive records management program for the City in the 2000's.

Ms. Heather Iopu, CMC, City Clerk
510-724-8928
hiopu@ci.pinole.ca.us
2131 Pear St, Pinole, CA 94564

City of Emeryville

- Designed and implemented a City-wide Records Retention Program, including a comprehensive Records Management Policy and uniform filing index. Project included interviews with all City departments and divisions to develop a comprehensive list of records series and the uniform filing index structure.
- Assisted in evaluating departments for rolling out a City-wide Electronic Document Management System.
- Designed and implemented Active Records Improvement Programs for administrative, Planning and Building departments, including installation of an Electronic Records Management Software system, an inventory of all active records, and hardcopy file conversion to a color-coded labeling structure using the retention schedule's uniform index structure.

Ms. Sheri Hartz, CMC, City Clerk
510-596-4372
shartz@emeryville.org
1333 Park Ave, Emeryville, CA 94608

City of Napa

- Implemented a City-wide records inventory, uniform filing index and physical record evaluation for records disposition and future conversion to electronic format. Project on hold due to the COVID-19 pandemic.

Ms. Tiffany Carranza, CMC, City Clerk
707-257-9503
tcarranza@cityofnapa.org
955 School St, Napa, CA 94559

City of San Rafael

- Designed a City-wide Records Management Policy, City Clerk retention schedule updates and improvements to the Electronic Document Management System in the City Clerk's Office.
- Implemented a records inventory and active filing system, including electronic records management software solutions, in the City Clerk's Office for records disposition and future conversion to electronic format.

Ms. Lindsay Lara, CMC, City Clerk
415-485-3066
lindsay.lara@cityofsanrafael.org
1400 Fifth Ave, San Rafael, CA 94901

Dublin San Ramon Services District

- Designing and implementing a multi-year, District-wide records management program started in 1995, with numerous project components, including uniform records series classification and taxonomy index, comprehensive active and inactive records management system, records retention program and updates, and electronic document management system evaluation and recommendations.
- Recently implemented a physical record evaluation for conversion to electronic format, and an active records management program for the Wastewater Treatment Plant Laboratory. Updating retention schedules originally created in 2006.

Ms. Nicole Genzale, CMC, Executive Services Supervisor / District Secretary
925-875-2203
genzale@dsrsd.com
7051 Dublin Blvd, Dublin, CA 94568

Conflicts:

No existing or potential conflicts of interest would result from this engagement.

Lawsuit / Litigation History:

Records Control Services has no lawsuits, arbitration proceedings or other litigation initiated by or against any other organization or government agency within the past five years.

Proposed Contract / Agreement:

RCS requests the following considerations for the standard City agreement:

- Section 2.2 Invoices: "... City will use its best efforts to cause Consultant to be paid within thirty (30) 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.~~"
- Section 5.1(c) Professional Liability Insurance: RCS does not maintain and has no requirement for professional liability insurance. Please strike this section.
- Section 7.4 Termination: "In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) 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."

RCS Disclaimer

TM UFIRST, Uniform Functional Index of Record Series TaxonomyTM and the index structure are trademarked proprietary property of Records Control Services, Inc. 1999. All rights are reserved. All program tasks, recommendations, suggestions and/or other project development information are the proprietary property of Records Control Services, Inc. Any and all information contained in this proposal, or its attachments, if any, shall not be released or made available to any entity outside of the City or its agents.

All recommendations, management systems, research or other information or work papers resulting from implementation of this proposal are suggestions to the City. The City is responsible for the disposition or destruction of any documents designated active, inactive or obsolete. RCS will not alter or destroy, in any way, City documents, regardless of format, without specific written approval from the City or its authorized agents. RCS will not be responsible for loss or damage to the City or its agents, monetary or otherwise, resulting from implementation of this proposal or program, including, but not limited to, destruction of records by the City, or other damage to or loss of City documents, records and/or other information or sources of information.

In addition to design and implementation of services mentioned above, this proposal may include development of suggested record retention periods and schedules. RCS, its principals, staff and/or agents do not practice law or provide professional legal advice. Record retention periods are often arbitrary time periods based upon industry operational requirements. If required, RCS will perform a reasonable search of specific record retention information resources to obtain suggested retention periods for designated City records and information. The City is responsible for reviewing and approving any suggested retention periods with its legal counsel, the executive management team, and the Board of Supervisors, prior to implementation and/or document disposition or destruction.

By accepting and implementing this proposal, the City agrees to this disclaimer and all terms mentioned herein, and shall indemnify, defend and hold harmless RCS against any and all loss or damage resulting from the design and/or implementation of recommendations and/or suggestions within this proposal, except to the extent that the loss or damage is caused by the willful misconduct or negligence of RCS.

Signature Page

**REQUEST FOR PROPOSALS FOR
RECORDS MANAGEMENT CONSULTING SERVICES**

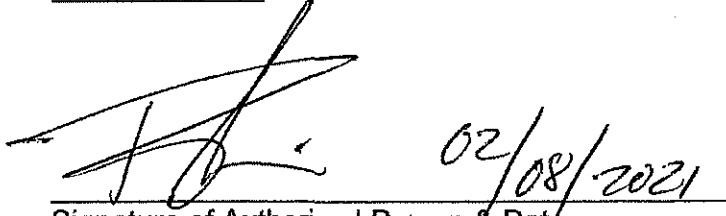
Bidding Firm: Records Control Services, Inc.

Area Code/Telephone Number: (510) 530-6033 main, (510) 520-1635 principal cell

Business Type: Corporation

Business Address: 15 Cornwall Court, Oakland CA 94611

Fed Tax ID No.: 94-2619420



Signature of Authorized Person & Date

Authorized Person: Bruce G. Meier, CRM

Title: President/CEO

REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

PLEASE FOLLOW THE FOLLOWING INSTRUCTIONS REFERENCING THE ABOVE:

1. Enter the address to which all communications and notices regarding the Proposal and any contact awarded hereunder are to be addressed.
2. Proposal must be signed here by an individual if the proposer is an individual general partner authorized to sign contracts on behalf of the partnership; or officer or employee authorized to sign contracts on behalf of the corporation.



ADDENDUM NO. 1

Addendum Issue Date: February 3, 2021

**REQUEST FOR PROPOSAL FOR:
Records Retention Consulting Services
(Inventory Assessment, Updated
Policy & Strategic Roadmap)**

NOTICE TO PROPOSERS

The following items shall be amended and/or added to the request for proposal for the above stated project and become a part of the document for the above identified project:

- *See pages 1, 2, 5, and 10 of the Request for Proposal ("RFP"), regarding deadline for submission of proposals. Deadline is hereby extended to Tuesday, February 16, 2021 at 5:00 p.m.*
- *See page 8 of the RFP: The words "outline of" are hereby deleted from the first sentence:*

Updated Records Retention / Destruction Policy & Roadmap

Update existing Records Retention / Destruction Policy, and develop outline of a strategic roadmap for a comprehensive, cost effective and efficient records retention management program for all record types identified during the discovery / assessment component

- See page 10 of the RFP, *Tentative Project Schedule*. The following actions and corresponding dates are amended as follows:

ACTION	DATE
Proposal Submittal Deadline	Tuesday, February 16, 2021 at 5:00 p.m.
Evaluation of Proposals (may include virtual interviews)	Beginning Wednesday, February 17, 2021
Selection of Successful Consultant	Thursday, March 11, 2021
Finalize Agreement with Successful Consultant	Thursday, March 25, 2021
City Council Approves Agreement (Consultant may be asked to be available for Council questions)	Wednesday, April 14, 2021

- See page 7 of the RFP, "Housing Department" is hereby added under "Administration"; "Building and Safety" is hereby added under "Public Works Engineering / Mining".

The following are responses to questions received by the City:

Question 1: The RFP requires bidders to assign a responsible representative and an alternate to perform assigned tasks. This rules out bidders who are solo practitioners. Is this requirement negotiable?

Response 1: This requirement is negotiable and would be further addressed if the successful bidder is a solo practitioner.

Question 2: Given the limitations on travel and in-office work associated with Covid-19, is it acceptable to conduct interviews and other project meetings via a videoconferencing arrangement?

Response 2: Yes, see page 7 of the RFP, regarding virtual Key Stakeholder Meeting; page 10, Virtual Interviews; and page 11, Oral Presentation / Interview.

Page 6 of the RFP, Tasks, second bullet point, is hereby amended to read as follows:

"On-Site (or virtual) assessment / discovery interview sessions, with teams from each City department / division, to identify record repositories and processes that result in the generation of records from the following departments."

Question 3: The RFP, on page 9, indicates that this will be a firm, fixed price contract. However, the cost proposal asks for estimated hours for the three deliverables, plus firm rates. Are only the rates firm? Or are the "estimated" hours contractual?"

Response 3: The not-to-exceed amount is a fixed price which will consist of each of the individual tasks added together. The proposal requires the Proposer to identify the estimated hours, rates, and cost associated with each task to derive a not-to exceed fixed price.

Question 4: Training is requested for the updated records retention and destruction policies and procedures. Since consultants will be providing road map with recommendations, presumably those recommendations would need to be adopted prior to training being scheduled. Based on the current retention schedules, it appears this requires city council approval Is this what the city anticipates? If so, what is the length of time anticipated between when the consultant submits the road map and approval of the road map so that training can begin.

Response 4: The proposed records retention schedule and related documents drafted by the selected Proposer will require City Council approval prior to the commencement of training. City staff can generally place an item on a City Council Agenda for City Council consideration in two to four weeks. Accordingly, two to four weeks is the time anticipated between the submittal and approval of the road map and training.

Question 5: Exhibit C is a sample contract that contains a variety of sections many of which are currently blank. Can we assume that those are not to be filled in as part of this response, but would be filled out as part of the contract process? And that our response needs simply to include the elements listed in the section Proposal requirements and instructions, which begins on page 3?

Response 5: The blank portions of the Sample Contract / Agreement on Exhibit C of the RFP will be filled in by the City after the selection of a Proposer. Please refer to pages 3-4 of the RFP, for the requirements and instructions regarding what should be included in a proposal.

Question 6: Bullet 3 – do you want this proposal to incorporate data privacy, data mapping, data security, etc. or are you looking for a recommendation on how to incorporate those disciplines?

Response 6: See page 8, bullet point 3 of the RFP, states that the scope of work includes the development of a strategic roadmap, which will include how to, "Incorporate data privacy, data mapping, data security classification, electronic document retention, management of paper documents, e-mail archival and unstructured data control."

Question 7: Your roadmap – are you looking for recommendations? Another bullet asks for "Document destruction, transference and conversion guidelines" – are you asking for another document or recommendations?

Response 7: See page 8 of the RFP, "Updated Records Retention/Destruction Policy & Roadmap", which identifies all of the items to be included in the roadmap.

This Addendum sheet must be attached to the sealed proposal. By doing so, Proposer acknowledges receipt of the addendum.

Laura M. Nieto, MMC
Chief Deputy City Clerk

PROPOSER'S CERTIFICATE

I acknowledge receipt of this Addendum and accept the aforementioned condition.

02/08/2021
Date

 Bruce G. Merri
Proposer's Name

END OF ADDENDUM NO.1

RESOLUTION NO. 2021-39-3251

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING A RECORDS RETENTION CONSULTING CONTRACT TO RECORDS CONTROL SERVICES, INC. AND APPROVING AN APPROPRIATION OF FUNDS NECESSARY FOR THE COMPLETION OF THE RECORDS RETENTION CONSULTING PROJECT

WHEREAS, a records retention schedule is a systematic plan establishing how long information must be kept for legal and operational requirements and the guidelines for how to dispose of it; and

WHEREAS, municipalities implement records retention schedules to maintain regulatory compliance, as well as to ensure disposal methods are legally defensible; and

WHEREAS, a retention schedule is the foundation of a solid records information management program that governs records throughout their lifecycle; and

WHEREAS, in 2005 and 2007, the City Council adopted two separate records retention schedules; one for the City Clerk's Office and another for Citywide records, respectively; and

WHEREAS, these schedules continue to be utilized, they require updating and are not inclusive of areas such as Mining, Successor Agency and electronic mail, leading to an accumulation of records that do not have any retention schedule associated to them for destruction and

WHEREAS, on January 4, 2021, the City released a Request for Proposal for Records Retention Consulting Services (Inventory Assessment, Updated Retention Schedule/Destruction Policy and Strategic Roadmap) as required by law; and

WHEREAS, there has been filed with the City Clerk in response to the subject Request for Proposal seven (7) bid proposals for providing the requested services; and

WHEREAS, after interviews and review of proposals, Records Control Services, Inc. was determined to be the most suitable consultant to carry out this project; and

WHEREAS, the City Council of the City of Irwindale desires to award a contract to Records Control Services, Inc. for records retention consulting services in the amount of \$47,120; and

WHEREAS, funds previously approved for this project have been carried forward in the amount of \$13,000, however, due to the expanded scope of work, an additional appropriation is necessary; and

WHEREAS, the City Council of the City of Irwindale desires to appropriate \$34,120 from the General Fund and Mining Impact Fund reserves to cover the contract amount for the services.

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

SECTION 1. The recitals of this Resolution are true and incorporated as findings herein.

SECTION 2. The bid from Records Control Services, Inc. is hereby accepted, and the contract for the records retention consulting services is now awarded to Records Control Services, Inc.

SECTION 3. The City Council approves an agreement with Records Control Services, Inc. for records retention consulting services in the amount of \$47,120 and authorize the City Manager to execute the agreement in a form approved by the City Attorney.

SECTION 4. The City Council of the City of Irwindale hereby approves an appropriation of \$34,120 from the General Fund and Mining Impact Fund reserves for the records retention consulting services.

SECTION 5. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of May, 2021.

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. 2021-39-3251 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of May 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021
 To: Honorable Mayor and Members of the City Council
 From: William K. Tam, City Manager
 Issue: APPROVAL OF ADMINISTRATIVE POLICY CONCERNING COVID-19
 SUPPLEMENTAL PAID SICK LEAVE ("SPSL")

City Manager's Recommendation:

Approve the proposed Administrative Policy Concerning COVID-19 Supplemental Paid Sick Leave ("SPSL") and authorize the City Manager to make any necessary changes to the policy in order to comply with State and Federal Law.

Administrative Action:

Submitted by:

William K. Tam, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

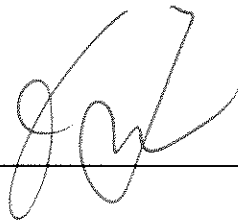
Reviewed by:

Adrian R. Guerra, City Attorney

Eva Carreon, Finance Director/ City Treasurer

Approved by:

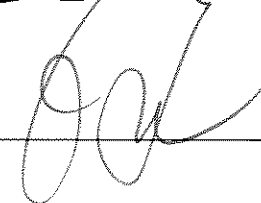
William K. Tam, City Manager



Electronically Approved



Electronically Approved



Background and Analysis:

On March 18, 2020, the Families First Coronavirus Response Act ("FFCRA") was enacted which created two new emergency paid leave requirements in response to the COVID-19 pandemic. Emergency Paid Sick Leave ("EPSL") provided employees with additional paid sick leave and Emergency Family and Medical Leave ("EFMLA") permitted employees to take up to twelve weeks of expanded family and medical leave for specified reasons related to COVID-19. Both EPSL and EFMLA expired on December 31, 2020.

In response to the ongoing COVID-19 pandemic, Governor Newsom signed Senate Bill ("SB") 95 on March 19, 2021. SB 95 codifies Supplemental Paid Sick Leave ("SPSL") in Labor Code § 248.2 and requires employers to provide SPSL to employees who are unable to work or telework due to specifically enumerated qualifying reasons related to COVID-19.

The statutory requirements set forth in Labor Code § 248.2 applies to public agencies that employ more than 25 employees, effective as of March 29, 2021, and retroactive to January 1, 2021. The statutory obligations related to the provision of SPSL will remain in place through September 30, 2021, except that a covered employee taking such leave at that time will be entitled to use the full amount of leave to which they are entitled. (Labor Code § 248.2(f).)

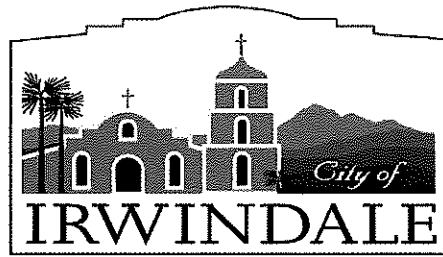
The Administrative Policy Concerning COVID-19 Supplemental Paid Sick Leave ("Policy") addresses the mandatory provisions of Supplemental Paid Sick Leave ("SPSL") and complies with the statutory requirements set forth in Labor Code § 248.2, and with the guidance provided by the Department of Industrial Relations ("DIR").

Fiscal Impact:

If employees request SPSL, these leaves will be paid and are in addition to time off employees would otherwise have. The total cost resulting from the application of the proposed policy is unknown at this time, as it is dependent upon the number of employees that utilize the leave. Any SPSL leave time used will be charged to the existing payroll budget already approved for the fiscal year, resulting in no direct fiscal impact. For this reason, this leave time is not eligible for reimbursement from any COVID-19 relief funding at this time. However, the recently approved American Rescue Plan Act (ARPA) does allow for tax credits, for SPSL employer Medicare taxes only, to be charged against the City's ARPA allocation.

Attachments:

Attachment A – Administrative Policy Concerning COVID-19 Supplemental Paid Sick Leave ("SPSL")



Administrative Policy Concerning COVID-19 Supplemental Paid Sick Leave ("SPSL")

Preamble

On March 19, 2021, Governor Newsom signed Senate Bill ("SB") 95 into law, codifying at Labor Code § 248.2 certain paid sick leave entitlements for employees who are unable to work or telework due to specifically enumerated qualifying reasons related to COVID-19 Supplemental Paid Sick Leave ("SPSL"). The City of Irwindale adopted this policy in order to provide qualified employees the SPSL to which they are entitled and to otherwise comply with all relevant and applicable requirements provided under Labor Code § 248.2.

Statement of Policy

This policy is intended to provide all eligible and qualified City employees with SPSL to which they are entitled under Labor Code § 248.2.

The following policy sets forth certain rights and obligations regarding this leave.

Compliance

The City will fully and faithfully comply with Labor Code § 248.2 in its administration of this policy.

Definitions

"Child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*. This definition of a child is applicable regardless of age or dependency status.

"Covered Employee" means any City employee who is unable to work or telework for the City for one or more of the reasons related to COVID-19 as set forth in this policy.

"COVID-19 Supplemental Paid Sick Leave" or "SPSL" means paid sick leave pursuant to Labor Code § 248.2.

"Family Member" means any of the following:

- (i) A "child", as defined above.
- (ii) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.

- (iii) A spouse.
- (iv) A registered domestic partner.
- (v) A grandparent.
- (vi) A grandchild.
- (vii) A sibling.

Policy

Scope of Coverage:

This policy will apply to all Covered Employees employed by the City.

Effective Dates:

The policy is effective immediately upon adoption, and the paid leave benefits provided herein shall be retroactive to January 1, 2021.

SPSL benefits expire on September 30, 2021, except that the City will provide a Covered Employee who is on SPSL at the time of the expiration of such benefits the full amount of SPSL to which the Covered Employee would otherwise be entitled.

Unless the underlying law is extended, this policy will expire by operation of the law on September 30, 2021, except that certain Covered Employees may continue to use SPSL after that date as described above.

Employees Eligible for SPSL:

All City Covered Employees are eligible for SPSL if they are unable to work or telework for one or more of the enumerated reasons related to COVID-19 as set forth in this policy.

Qualifying Reasons for SPSL:

A Covered Employee qualifies for SPSL if they are unable to work or telework for one or more of the following reasons:

1. The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health ("CDPH"), the federal Centers for Disease Control and Prevention ("CDC"), or a local health officer who has jurisdiction over the workplace;¹
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;

¹ If an employee is subject to multiple applicable quarantine or self-isolation orders from the CDC, CDPH, or local health officers, "the covered employee shall be permitted to use COVID-19 supplemental paid sick leave for the minimum quarantine or isolation period under the order or guidelines that provides for the longest such minimum period." (Labor Code § 248.2 (b)(1)(A).)

3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
4. The employee is caring for a Family Member who is subject to a quarantine or isolation order or guidelines described above, or who has been advised to self-quarantine by a health care provider;
5. If the employee is caring for a Child whose school or place of care is closed due to COVID-19. This qualifying reason also applies if the employee is caring for a Child whose school or place of care is otherwise unavailable for reasons related to COVID-19 on the premises;
6. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19; or
7. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
8. The employee is excluded from the workplace as a result of a "close contact" exposure, as defined by the Centers for Disease Control and Prevention ("CDC"), pursuant to Cal/OSHA's COVID-19 emergency temporary regulations.

Amount of SPSL:

1. Leave taken as SPSL is in addition to any other statutory and/or contractual leave to which the employee is otherwise entitled, and which is not specific to COVID-19.
2. Full-time Covered Employees working 40 hours per week may take up to 80 hours of SPSL
3. Part-time Covered Employees are entitled to SPSL in the following amounts:
 - a. If the part-time Covered Employee has a normal weekly schedule, the total number of hours the Covered Employee is normally scheduled to work for the City over two weeks; or
 - b. If the part-time Covered Employee works a variable number of hours, the Covered Employee is entitled to 14 times the average number of hours the Covered Employee worked each day for the City in the six (6) months preceding the date the Covered Employee took SPSL. If the Covered employee has worked for the City over a period of fewer than six (6) months but more than 14 days, this calculation shall instead be made over the entire period the Covered Employee has worked for the City.

Covered Employees may determine how many hours of SPSL to use based upon a qualifying reason, up to the total number of hours to which the Covered Employee is entitled under the above.

The City is not required to provide a Covered Employee more than the total number of hours of SPSL to which the Covered Employee is entitled to under sections 2 through 4 above.

If a Covered Employee is provided SPSL retroactively for qualifying leave before adoption of this policy, the City will count the retroactive SPSL provided against the total amount of SPSL to which the Covered Employee is entitled.

Covered Employees that request retroactive SPSL will be required to sign a "COVID-19 Supplemental Paid Sick Leave Acknowledgment," acknowledging the accuracy of the amount of leave designated retroactively.

Compensation While on SPSL:

Covered Employees are entitled to compensation for SPSL at their regular rate of pay, including pursuant to any applicable collective bargaining agreement, subject to a cap of \$511 per day and \$5,110 in the aggregate.

Employee Notice of Supplemental Paid Sick Leave:

Covered Employees must notify the City that they intend to take SPSL. The Covered Employee may provide such notice either orally or in writing to their immediate supervisor.

Employee Status While on Leave:

The City will compensate Covered Employees who use SPSL according to the manner described in this policy and will otherwise treat Covered Employees who use COVID-19 Supplemental Paid Sick as if they are on using paid sick leave according to the City's Personnel Rules.

Employee Obligations for Requesting Retroactive Payments for Prior Leave that Qualified as SPSL:

Employees are entitled to SPSL retroactive to January 1, 2021.

If the City did not compensate Covered Employee for leave or if Covered Employee used other accrued leave for reasons that would have otherwise qualified for qualified as SPSL between January 1, 2021 and the effective date of this policy, the Covered Employee is eligible for a retroactive payment or credit to the Covered Employee's leave balances for such leave.

In order to receive payment or credit for such leave, employees must make an oral or written request to be paid for such leave to the City's Human Resources Department.

For any such retroactive payment or credit, the number of hours of leave corresponding to the amount of the retroactive payment or credit shall count towards the total number of hours of SPSL that the employer is required to provide to the Covered Employee.

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: Award of Contract for Tree Trimming, Maintenance and Arborist Inspection Services

City Manager's Recommendation:

- 1) Adopt Resolution No. 2021-38-3250 entitled, "A Resolution of the City Council of the City of Irwindale Waiving the Formal Bidding Procedure for Tree Trimming, Maintenance, and Arborist Inspection Services Pursuant to Irwindale Municipal Code Section 3.44.080(H) and Approve the Execution of the Contract Agreement with West Coast Arborist."
- 2) Authorize the City Manager to enter into a three-year contract agreement with West Coast Arborist for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services with an option for three (3) one-year renewals.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

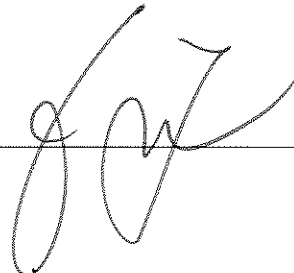
Electronically approved

Eva Carreon, Finance Director / City Treasurer

Electronically approved

Approved by:

William Tam, City Manager



Background and Analysis:

- 1) The City of Irwindale ("City") has approximately 2,399 trees located in the public right-of-way, parkway, and City Parks with an estimated value of \$8,556,400. The table below provides a breakdown of the top 10 tree species located throughout the City:

	Botanical	Common	Total
1.	Washingtonia Robusta	Mexican Fan Palm	279
2.	Cupaniopsis Anacardioides	Carrotwood	252
3.	Washingtonia Filifera	California Fan Palm	234
4.	Chitalpa Tashkentensis	Chitalpa	217
5.	Cinnamomum Camphora	Camphor Tree	189
6.	Syagrus Romanzoffianum	Queen Palm	146
7.	Lagerstroemia Indica	Crape Myrtle	89
8.	Ficus Microcarpa Nitida	Indian Laurel Fig	84
9.	Jacaranda Mimosifolia	Jacaranda	69
10.	Quercus Virginiana	Southern Live Oak	69
	Other	Other	771

Since 2015, pruning and removal of dead fronds, fruit, and flowers have occurred on an annual basis. This increased upfront costs for the pruning and removal, but reduced the danger of falling fronds and fronds contacting high voltage lines, the quantity of debris after storms, and the number of complaints from the public related to trees. To keep cost down, the City also utilizes the Street Maintenance Division to maintain, prune, and remove smaller trees in the public right-of-way as part of their monthly street inspections.

- 2) In 2015, the City released a Tree Trimming, Maintenance, and Arborist Inspection Services Request for Proposals. Three firms submitted proposals and West Coast Arborist was awarded the contract for a six-year term, which is set to expire on June 24, 2021.
- 3) In preparation for the release of a new Request for Proposals (RFP), West Coast Arborist reached out to City Staff, and requested the City dispense with the bidding process and negotiate a new contract with them based on previous Requests for Proposals released by several Southern California cities whereby those cities awarded the contract to West Coast Arborist as the lowest responsible bidder. City Staff reviewed nine (9) Requests for Proposals and Award of Contract Agenda Reports from other cities who had released an RFP in the past two years, awarding the contract to West Coast Arborist. A summary of key information from those reports are compiled below:

		Award of Contract to West Coast Arborist		Contract Term
City	RFP Release Date		Contract Amount	

Coachella	2/4/2019	3/27/2019	\$150,000 (annual) \$300,000 (2 years)	2 year, with option for one-year renewal
Rancho Cucamonga	7/24/2019	12/4/2019	\$1,200,000 (annual) \$9,000,000 (7.5 years)	18 months, with an option to renew for one-year increments up to 6 years
Chino Hills	9/5/2019	10/8/2019	\$652,700 (annual) \$3,263,500 (5 years)	3 years, with 2 one-year renewal options
Glendale	3/6/2020	5/12/2020	\$7,056,000 (6 years)	6 years
West Covina	4/27/2020	7/7/2020	\$485,000 (annual) \$2,425,000 (5 years)	3 years, with 2 optional one-year extensions
San Clemente	7/22/2020	4/20/21	\$290,000 (annual) \$1,305,000 (4 years)	4 years
Rolling Hills Estate	8/4/2020	9/8/2020	\$140,000 (annual) \$700,000 (5 years)	5 years
Long Beach	12/18/2020	4/20/2021	\$3,250,000 (annual) \$16,250,000 (5 years)	2 years, 3 additional one-year renewals
Highland	3/3/2021	3/23/2021	\$53,571 (annual) \$272,855 (5 years)	1 year, with an option to extend for 4 one-year periods

- 4) West Coast Arborist has agreed to offer the same unit pricing that was offered to the City of Coachella through their RFP process and award of contract. Staff has analyzed all nine (9) unit rate sheets for the above cities and agrees that the City of Coachella's unit rate sheet is more conducive with the City of Irwindale's 2015 Rates under contract with West Coast Arborist. Additionally, the unit price for key services have decreased such as grid pruning, palm tree pruning, palm skinning, and tree and stump removal for 25+ Diameter at Standard Height. The cost increases are on services that are rarely used by the City such as specialty equipment and emergency crew rental. Please see Attachment "A" for the cost comparison between the City of Irwindale's 2015 Unit Pricing and the City of Coachella's Unit Pricing.

For example, based on the pricing submitted through the RFP/Bid process, current rates for regular tree pruning is anywhere from \$52 per tree to \$89 per tree with palm tree trimming ranging from \$52 per palm tree to \$224 per palm tree. West Coast Arborist has agreed to provide the City with the lowest possible rate of \$52 per tree or palm tree. The City's 2015 unit pricing was \$62 per tree pruning and \$55 per palm tree. The City will be saving \$10 per tree and \$3 for each palm tree pruned based off the City's 2015 unit pricing, and likely a more significant saving based off of the current rates for these services. This pricing allows the City to maintain its costs and services in a time when City Council and the City Manager's Office are asking departments to decrease and/or maintain cost while providing more services and programs.

- 5) Due to the high risk and liability associated with tree trimming, maintenance, and arborist inspection services, California Joint Powers Insurance Authority (CJPIA), the City's insurance company, requires tree contractors to provide comprehensive general liability insurance in the amount of \$5,000,000 per occurrence, and \$10,000,000 general aggregate, for bodily injury, personal injury, and property

damage, including without limitation, blanket contractual liability. Additionally, the automotive liability insurance required is \$5,000,000 combined single limit for each accident. CJPIA also requires the City to move away from an as-needed tree trimming contract to a more consistent and fixed service that includes a scheduled trimming, maintenance, and arborist inspection program. There are many tree trimming and maintenance companies located in Southern California; however, they are smaller sized companies that cannot meet these requirements, and those that are able to meet the requirement typically add the additional expense into the cost for service, which means a higher unit pricing schedule for the City. While reviewing the award of contract agenda reports from these nine (9) cities, Staff noticed the same companies' in different combinations submitted proposals/bids for this type of service: West Coast Arborist, Great Scott Tree Service, Inc. Mariposa Landscapes, Inc., Tree Pros, United Pacific Services, Inc. Travers Tree Service, and Golden West Arborist Services, Inc. Each of the other cities stated there were between two to four companies who submitted proposals/bids to provide this service. Each time, West Coast Arborists has demonstrated it can meet the City's insurance requirements.

- 6) City Staff is requesting that City Council approve the waiving of the formal bidding procedure per Irwindale Municipal Code Chapter (IMC) 3.44.080(H), which states, "When the city council determines by resolution it would be in the best interest of the city to dispense with the bidding; provided, however, that the city council shall state the basis of its determination." Staff has determined that waiving the bidding process and awarding the contract to West Coast Arborists is in the best interest of the City based on the recent Requests for Proposals (RFPs) released by other Southern California Cities which resulted in the award of contracts to West Coast Arborist and West Coast Arborist ability to meet high insurance requirements set forth by CJPIA but allowing the City to lock in lower rates from the City of Coachella's most recent Award of Contract. Waiving the bidding process will be in the best interest of the City to lock in these lower rates as stated under section 4 of this report.
- 7) The maintenance contract with West Coast Arborist is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(h) of the CEQA Guidelines as a Class 1 categorical exemption (Existing Landscape). This project invoices maintenance of existing trees and is not anticipated to have any significant impacts with regards to traffic, noise, air quality, or water quality. Therefore, this award of contract is not subject to CEQA.

Fiscal Impact:

The projected annual cost is \$70,000 for the first year of this contract, which is effective on July 1, 2021. Funding in the amount of \$70,000 is included in the FY 2021-2022 budget to be presented for adoption, and is consistent with what has been budgeted for this service in previous years under the Public Works Services Contracts division. Since the tree trimming service is provided city-wide, it is recommended that this cost is distributed 40% (\$28,000) to the General Fund and 60% (\$42,000) to the Mining Impact Fund.

Per Section 2.1 of the Contract, the annual cost will increase every year based on the Consumer Price Index (CPI) for the Los Angeles area, and will be based on the March-March 12-month calculation. The CPI rate to be applied to the Contract Sum every subsequent year is unknown at this time, and therefore not included in the Contract Sum section of the contract. The CPI increase will be included in the annual budget for this service for each subsequent contract year.

Attachment(s):

1. Contract/Professional Services Agreement for City-wide Tree Trimming, Maintenance, and Arborist Inspection Services
2. Resolution No. 2021-38-3250
3. Attachment "A" – Cost Comparison Between City of Irwindale and City of Coachella

CITY OF IRWINDALE

CONTRACT/PROFESSIONAL SERVICES AGREEMENT FOR CITY-WIDE

TREE TRIMMING, MAINTENANCE AND ARBORIST INSPECTION SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this 1st day of July, 2021, by and between the CITY OF IRWINDALE a California municipal corporation, herein ("City") and West Coast Arborists, 2200 E. Via Burton, Anaheim, CA 92806, (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provide 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. Contractor 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. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of 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) 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 Department of Industrial Relations (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.

(c) 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.

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

(e) 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 subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) 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.

(g) 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. 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.

(h) 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."

Consultant's Authorized Initials _____

(i) 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.

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies

and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

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

1.8 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, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum base contract amount of Two Hundred and Ten Thousand and 00/100 Dollars (\$210,000.00) for the Term (defined herein later in Section 3.4), based on the annual amount of Seventy Thousand and 00/100 Dollars (\$70,000.00), which amounts include all reimbursable expenses ("Contract Sum") but does not include the CPI increase each July 1st determined by the March-March 12-month calculation for the Los Angeles area that will begin on July 1, 2022. For any Extended Term (defined herein later in Section 3.4), the Contractor shall also be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B", but not exceeding the maximum amount of Eighty Thousand and 00/100 Dollars (\$80,000) for each Extended Term.

2.2 Invoices. Each month Contractor 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, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

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 use its best efforts to cause Contractor to be paid within forty five (45) 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 any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. 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.

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 Contractor, 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 Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor 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 Contractor, 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 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 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 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 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 three (3) consecutive years from the date hereof ("Term"). City reserves the right, in its sole discretion, to extend the Term of this Agreement for up to a maximum of three (3) consecutive one-year contract renewal term (each extend one-year term referred to as, "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term or any Extended Term of this Agreement.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignment. Contractor 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 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. Contractor shall perform all services required herein as an independent Contractor consistent with that role. Contractor shall not at any time or in any manner represent that it or nay of its agent or employees are agents or employees of City.

5. INSURANCE

5.1 Required Insurance Policies. Without limiting Contractor's indemnification of the City and prior to commencement of work, Contractor shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement

(a) Comprehensive 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, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. 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 \$5,000,000 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).

5.2 Other Provisions or Requirements.

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

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

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

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium

paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow 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 liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting

endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that 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 subContractors, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by 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 Contractors, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the 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) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. 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.

To the full extent permitted by law, Contractor 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

Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnitors”), or arising from Contractor’s or indemnitors’ reckless or willful misconduct, or arising from Contractor’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of records, 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. Contractor 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 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 the City without prior written authorization from the Contract Officer.

(b) Contractor 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 Contractor gives the City notice of such court order or subpoena.

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

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

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 Contractor 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 Contractor 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, 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.

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

8.3 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 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.

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Contractor'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 have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF IRWINDALE,
a municipal corporation

William K. Tam, City Manager

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONTRACTOR:

West Coast Arborists, Inc.
a California Corporation

By: _____
Name: Patrick O. Mahoney
Title: President

By: _____
Name: Victor M. Gonzalez
Title: Vice President

Address: 2200 E. Via Burton
Anaheim, CA 92806

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2021 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

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2021 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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TITLE(S)
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☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

The specific tasks to be performed and completed by Contractor in performing the tree trimming, maintenance, and inspection services are as provided herein below (collectively, referred to as "Services"). Contractor shall complete all Services under this Agreement within the Term, as described in Section 3.4.

Contractor will be required to perform and complete the Services in a thorough and professional manner, and to provide any and all labor, tools, equipment, materials and supplies necessary to complete all Services in a timely manner that will meet the City's requirements. Contractor may be required to perform the following Services throughout the City upon request by the City:

1. Tree pruning
2. Tree removal
3. Tree planting
4. Crew rental
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Root pruning
13. Specialty equipment rental
14. Arborist services/inspection
15. Foliar and pesticide treatments, if necessary
16. GPS Tree inventory
17. Online maintenance access*

*Online maintenance is defined as internet access to an urban forestry management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility.

A. Annual Pruning Program

Routine tree pruning per pre-designed areas, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the Services in accordance with this Agreement. The intent of this Agreement is to have all trees pruned a minimum of one time each year of the Term. After the completion of an

inspection each quarter as outlined in Exhibit "D", the Contractor is required to provide the City with a report identifying the trees that are diseased, dead, poorly structured, and require pruning. The Contractor should immediately notify the City of any trees that pose a high risk and require immediate removal. Otherwise, the City will review the report and submit a work order approving the removal and pruning of the identified trees. The City will also submit work orders for service request pruning and planting of new trees that are required citywide.

B. Inspection of Hazardous Conditions

All City trees shall receive routine maintenance and periodic inspections. Contractor is to include in its price for services an ISA certified arborist to be on site for a regularly scheduled inspections at a minimum of eight (8) hours per quarter. Tree problems that are clearly visible by the inspection, but not considered hazardous, will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree-related problems that are clearly visible. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

C. Tree Inventory

Contractor will provide the City access to a record keeping system consisting of an internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. Contractor shall provide inventory report support to the City for the entire term of the contract.

Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

Contractor shall provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, green spaces, etc. The address information contained in inventory may be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried as a hard copy (i.e. map) and as part of a software program depending on the cost of such software, which will enable the City to connect the inventory to the City's GIS

system.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor may be required to create an ESRI ArcView/ArcGIS compatible "shape file". This will be dependent on the cost and compatibility of the identified software with the City's current computer system. The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The Contractor's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of the City approved software. Minimum accuracy shall be as close as possible to one (1) meter.

2. Experience

Contractor represents that it has a minimum five (5) years experience in collecting tree inventories and developing inventory databases. Contractor further represents that it has developed a complete and comprehensive computer software program in at least five (5) California cities. The program to be developed by Contractor for City shall have specialized reports designed specifically for City's needs. The program should be developed based on the needs of the City. The user-friendly program should allow the City to generate a variety of reports quickly.

3. Scope of Work (Inventory)

Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system and future technical maintenance. Attributes to be collected by field personnel may include, but are not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential Street
- Location by Address Location by GIS
- Species by botanical name & common name Tree diameter
- Tree height
- Recommended Maintenance Classification Existing overhead Utilities
- Parkway Size, Parkway Type Sidewalk damage

4. Technical Support and Maintenance

Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

TREE PRUNING SPECIFICATIONS

A. WORK QUALITY

All tree pruning shall comply with good arboreal practice for the particular species of trees and shall be consistent with the pruning standards and best management practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the American National Standards, Z133-2017, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's Public Works Maintenance Supervisor shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

B. STANDARDS

Tree pruning operations shall commence no earlier than 7:00 a.m. and shall be completed each day no later than 6:00 p.m. Except for work to be done on City's major thoroughfares as indicated on section C. Traffic control shall be in accordance with subsection C of this Exhibit.

A pruning cut that removes a branch at this point of origin will be used on all limbs less than two inches (2") and shall be made close to the trunk or parent limb, without cutting into the branch bark ridge or collar, or leaving a stub. For limbs two inches (2") in diameter or greater and any limb that may cause bark tearing at the crotch, must be removed with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. This will remove the limb. The final cut should be just outside the branch collar (crotch) in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3½") or larger in diameter shall be precut to avoid splitting of the wood or tearing of the bark and lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City's Public Services Director. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Tool Sanitation - On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

1. Annual Routine Tree Pruning

Routine tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International

Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Contractor shall notify the resident forty-eight (48) hours in advance of pruning. The notice will have to be approved by the Public Services Director, or such person as may be designated by the Public Services Director, prior to sending it to residents.
- (c) Contractor shall provide and post "No Parking" signs forty-eight (48) hours in advance of work.
- (d) Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to residents at each work location. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
- (e) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (f) No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- (g) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (h) When pruning fungus infected, diseased or fire blighted limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- (i) Topping shall not be done unless specifically requested by the City.
- (j) The specific techniques employed shall be consistent with industry practice for

the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. See Standards outlined in Section B above. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

- (k) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

2. Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City's Contracting officer and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs

and twigs in such a manner as to leave the foliage pattern evenly distributed.

3. Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City's Public Services Director, or such person as may be designated by the Public Services Director, and in accordance to the following:

- a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the Public Services Director. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning palm trees.
- b. Palm skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

4. Service Request Tree Pruning

Trees that need service prior to their scheduled annual trim shall be trimmed according to the following timeline. The City shall submit a list of work orders to the Contractor. The service requests on that list shall be completed within the first two weeks of the City's work order submittal.

The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs two inches (2") or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly.

5. Tree Removals

Contractor is responsible for calling Underground Service Alert (USA) when directed by City to perform tree removal. Crew removes tree and hauls away all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The City's Public Services Director, or such person as may be designated by the Public Services Director, shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the contractor and shall be properly disposed of on the same working day. No wood shall be left along the public right-of-way.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Tree Planting

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by Public Services Director, or such person as may be designated by the Public Services Director, and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and workmanship.

(a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

(b) The City shall be responsible for marking locations and the Contractor will

notify Underground Service Alert (USA) prior to planting.

- (c) Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.
- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as its put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (⅔) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The Public Services Director, or such person as may be designated by the Public Services Director, will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

7. Crew Rental

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

8. Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least five (5) contact individuals upon award of contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

9. Line Clearance Pruning

During the course of this contract, the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work should be Line

Clearance Treeworkers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

10. Tree Watering

The City may require tree-watering services. Watering is performed by a one-man crew with a water truck who will water various routes including landscape, median and young trees that are three (3) years old and younger.

11. Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

12. Arborist Services

On occasion, the City requires tree evaluations including written reports. Contractor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

C. TRAFFIC CONTROL

Contractor shall conform to all City traffic safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA) and in accordance with the California MUTCD latest edition.

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

Unless otherwise approved by the City's Public Services Director, or such person as may be designated by the Public Services Director, all work shall be done before and after the hours of 9:00 a.m. and 3:00 p.m. respectively. All work on the city's major thoroughfares shall be in accordance with as the requirements as shown below:

- On Arrow Highway: No work shall be done before the hours of 9:00 a.m. on the Westbound direction and no work shall be done after 3:00 p.m. on the Eastbound direction.
- On Live Oak Avenue: No work shall be done before the hours of 9:00 a.m. on

the Westbound direction and no work shall be done after 3:00 p.m. on the Eastbound direction.

- On Irwindale Avenue: No work shall be done before the hours of 9:00 a.m. on the Southbound direction and no work shall be done after 3:00 p.m. on the Northbound direction.
- On Foothill Avenue: No work shall be done before the hours of 9:00 a.m. on the westbound direction and no work shall be done after 3:00 p.m. on the Eastbound direction.

D. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notices must be approved by the Public Services Director, or such person as may be designated by the Public Services Director, prior to distribution.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

E. CLEAN UP

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The Public Services Director, or such person as may be designated by the Public Services Director, shall be the sole judge as to the adequacy of the clean up.

F. DISPOSAL OF DEBRIS

All tree debris produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive information detailing the amount of debris recycled. This information will be used for compliance with Assembly Bill 939, Assembly Bill 341, Assembly Bill 1826 and Senate Bill 1383.

1. *Greenwaste Recycling Report:*

Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. *Wood Chips:*

Chips generated from pruning operations within the City may first be dumped at a

City designated site.

G. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. The City may modify these specifications with the joint approval of the Contractor and the City's Public Services Director, or such person as may be designated by the Public Services Director. All modifications shall be in writing.
2. In the event that the City should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price.
3. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
4. The Contractor shall provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
5. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within two (2) hours of receipt of the call.

EXHIBIT "B"

SPECIAL REQUIREMENTS

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Contractor shall perform the requested Services on a time-and-materials basis as set forth in the Scope of Services in accordance with the following unit rate schedule, the Contract Sum of \$210,000 for the Term, based on the following Schedule of Compensation Rate:



CITY OF IRWINDALE

Schedule of Compensation for Year 2021 - 2022

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$52.00
2	Grid Palm Pruning	Each	\$52.00
3	Service Request Pruning 0-6 DSH	Each	\$52.00
4	Service Request Pruning 7-12 DSH	Each	\$82.00
5	Service Request Pruning 13-18 DSH	Each	\$122.00
6	Service Request Pruning 19-24 DSH	Each	\$172.00
7	Service Request Pruning 25-30 DSH	Each	\$212.00
8	Service Request Pruning 31+ DSH	Each	\$272.00
9	Service Request Fan Palm Pruning	Each	\$75.00
10	Service Request Date Palm Pruning	Each	\$175.00
11	Palm Skinning	Foot	\$12.00
12	Root Pruning	Foot	\$20.00
13	Tree & Stump Removal 0-29 DSH	Inch	\$27.00
14	Tree & Stump Removal 29+ DSH	Inch	\$33.00
15	Tree Only Removal 0-29 DSH	Inch	\$22.00
16	Tree Only Removal 29+ DSH	Inch	\$28.00
17	Stump Only Removal	Inch	\$10.00
18	Arborist Services	Man Hour	\$150.00
19	Specialty Equipment Rental	Hour	\$150.00
20	Crew Rental - per worker	Man Hour	\$75.00
21	Emergency Call Out - per worker	Man Hour	\$100.00
22	Furnish and plant 15-gallon tree without RB	Each	\$120.00
23	Furnish and plant 15-gallon tree with RB	Each	\$145.00
24	Furnish and plant 24-inch box tree without RB	Each	\$270.00
25	Furnish and plant 24-inch box tree with RB	Each	\$295.00
26	Furnish and plant 36-inch box tree without RB	Each	\$650.00
27	Furnish and plant 36-inch box tree with RB	Each	\$700.00
28	Furnish and plant 48-inch box tree with RB	Each	\$1,400.00
29	GPS Tree Inventory Update	Tree Site	\$7.00
30	Tree Inspection	Tree Site	\$7.00

The above rates are valid for one year through June 30, 2022. Each subsequent year will be subject to a cost increase based on the Consumer Price Index (CPI). The CPI increase will occur each July 1st and will be based on March-March calculations for the Los Angeles Area.

The Contract Sum is inclusive of all costs and fees for labor, equipment and materials of any kind utilized by Contractor to complete the Services. Contractor shall not be entitled to any other compensation or reimbursement of expenses beyond the above rate for performance of Services, except as specifically described in the attached schedule of rates. Any additional work authorized by City in writing shall be performed by Contractor based on the above rate schedule.

Based on the Arborist Inspection Schedule in Exhibit "D" of this Agreement, Contractor is required to implement a three-year tree trimming, maintenance and arborist inspection program, which shall be based on the following cost breakdown:

PROJECTED ANNUAL COST FOR SERVICE AREAS A, B, AND C

	Units Per Year	Unit Price	Total Cost
Services			
Cost per Street/Park Tree Trimming	400	\$52.00	\$20,000
Cost per Palm Tree Trimming	600	\$52.00	\$31,200
Cost per Tree Inspection based on Grid Schedule	800	\$7.00	\$ 5,600
Other Costs, including Aesthetic/Service Request Pruning/ Planting		See Compensation Schedule Rates	\$13,200
PROJECTED TOTAL ANNUAL COST:			\$70,000

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

TREE TRIMMING, MAINTENANCE, AND
ARBORIST INSPECTION SCHEDULE AND LOCATION MAP



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

Quarter 1: July – September		
Area A	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area A	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Palm Tree Pruning	Each August, Contractor will prune palm trees. City to submit a work order to Contractor
Citywide	Tree Pruning	Service Request for any tree pruning outside Area A
Quarter 2: October - December		
Area B	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area B	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Tree Pruning & Planting	Service Request for any tree pruning outside Area B and tree planting citywide
Quarter 3: January – March		
Area C	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as diseased, dead, poorly structured and requires pruning.
Area C	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Tree Pruning & Planting	Service Request for any tree pruning outside Area C and tree planting citywide
Quarter 4: April – June		
Area C	Tree Inspections	Provide a report to City on Result of Inspection, including trees identified as

		diseased, dead, poorly structured and requires pruning.
Area C	Tree Removal & Pruning	As identified based on tree inspections and a work order submitted by City
Citywide	Tree Pruning & Planting	Service Request for any tree pruning outside Area C and tree planting citywide

RESOLUTION NO. 2021-38-3250

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
WAIVING THE FORMAL BIDDING PROCEDURE FOR TREE TRIMMING,
MAINTENANCE, AND ARBORIST INSPECTION SERVICES PURSUANT TO
IRWINDALE MUNICIPAL CODE SECTION 3.44.080(H) AND APPROVE THE
EXECUTION OF THE CONTRACT AGREEMENT WITH WEST COAST ARBORIST**

WHEREAS, there are 2,399 trees located in the public right-of-way, parkway, and City Parks with an estimated value of \$8,556,400; and

WHEREAS, since 2015, pruning and removal of dead fronds, fruit, and flowers have occurred on an annual basis increasing upfront costs for the pruning and removal, but reducing the dangers of falling fronds and fronds contacting high voltage lines, the quantity of debris after storms, and the number of complaints from the public related to trees; and

WHEREAS, while the Public Services Department: Street Maintenance Division is responsible for maintaining, pruning, and removing smaller trees in the public right-of-way as part of their monthly inspections, it is necessary to contract out the majority of these services; and

WHEREAS, in 2015, City awarded a contract for tree trimming, maintenance and arborist inspection services for a six-year term to West Coast Arborist pursuant to a formal bidding process, which is set to expire on June 24, 2021 ("2015 Contract"); and

WHEREAS, in the past two years, nine (9) Southern California cities have released Tree Maintenance and Inspection Requests for Proposals and awarded contract agreements to West Coast Arborist; and

WHEREAS, West Coast Arborist reached out the City Staff to propose a new contract and rate schedule based on the City of Coachella's Unit Pricing Schedule; and

WHEREAS, City staff compared the City of Coachella's Unit Pricing Schedule to the Unit Pricing Schedule in the 2015 Contract, and determined that the rates provided per the City of Coachella's Unit Pricing Schedule are lower than the rates provided in the 2015 Contract, and likely much more lower than the current market rate for the same services; and

WHEREAS, this pricing allows the City to maintain its costs and services in a time when City Council and the City Manager's Office are asking departments to decrease and/or maintain cost while providing more services and programs; and

WHEREAS, due to the high risk and liability associated with tree trimming, maintenance, and arborist inspection services, California Joint Powers Insurance Authority (CJPIA), the City's insurance company, requires tree contractors to provide comprehensive general liability insurance in the amount of \$5,000,000 per occurrence, and \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability as well as automotive liability insurance in the amount of \$5,000,000 combined single limit for each accident; and

WHEREAS, although many tree trimming and maintenance companies are located in Southern California,, smaller companies typically cannot meet the insurance requirements required by the CJPIA, and those that are able to meet the requirements add the additional expense for the insurance cost in their rate for services, which means a higher unit pricing schedule; and

WHEREAS, West Coast Arborists has demonstrated it can meet the City's insurance requirements while providing a low unit pricing schedule: and

WHEREAS, Irwindale Municipal Code Chapter 3.44.080 (H) provides for waiving of the formal bidding process when no public work of a total value in excess of the public works bidding limit is involved and when the City Council determines by resolution it would be in the best interest of the City to dispense with bidding, provided, however, that the City Council shall state the basis of its determination; and

WHEREAS, based on the foregoing, Staff has determined it is in the best interest of the City Council to waive the formal bidding procedure.

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

SECTION 1. The recitals of this Resolution are true and incorporated as findings herein.

SECTION 2. The City Council hereby finds that it is in the City's best interest to waive the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(H) and award the contract to West Coast Arborist, on the basis of the previously awarded contracts to West Coast Arborist by other certain Southern California cities wherein West Coast Arborist scored the best against other bidders, West Coast Arborist can meet the high insurance requirements of CJPIA and lock in rates that are lower.

SECTION 3. The City Council hereby waives the formal bid process pursuant to Irwindale Municipal Code subsection 3.44.080(H) and authorizes the City Manager to enter into a Contract Agreement with West Coast Arborist for a three-year term, in the amount of \$210,000, based on the annual amount of \$70,000, with an option for three (3) one-year renewals.

SECTION 4. 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.

SECTION 5. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of May, 2021.

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. 2021-38-3250 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of May 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT "A"
CITY OF IRWINDALE
Tree Maintenance Services

DESCRIPTION	UNIT	CURRENT UNIT PRICE	COACHELLA UNIT PRICE	Cost Diff (%)
Grid Pruning	Each	\$62.00	\$ 52.00	-16.1%
Service Request Pruning	Each	\$175.00	<i>Based on Size</i>	
Palm Tree Pruning	Each	\$55.00	\$ 52.00	-5.5%
Tree Raising	Each	\$35.00		
Palm Skinning	Linear Foot	\$13.00	\$ 12.00	-7.7%
Tree and Stump Removal 0-24" DSH	Inch	\$24.00	\$ 27.00	12.5%
Tree and Stump Removal 25+ DSH	Inch	\$34.00	\$ 33.00	-2.9%
Stump Only Removal	Inch	\$10.00	\$ 10.00	0.0%
Plant 15 Gal w/o RB	Each	\$120.00		
Plant 15 Gal w/ RB	Each	\$145.00		
Plant 24" Box w/o RB	Each	\$270.00		
Plant 24" Box w/ RB	Each	\$295.00		
Plant 36" Box w/o RB	Each	\$650.00		
Plant 36" Box w/ RB	Each	\$700.00		
Plant 48" Box w/ RB	Each	\$1,400.00		
Root Pruning	Linear Foot	\$19.00	\$ 20.00	5.3%
Root Barrier Installation - 12" or 18"	Linear Foot	\$19.00	\$ 20.00	5.3%
Watering	Day	\$400.00	<i>Hourly</i>	
GPS Tree Inventory	Each	\$7.00	\$ 7.00	Hold 0.0%
Tree Inspection	Each	\$7.00	\$ 7.00	Hold 0.0%
Specialty Equipment	Hour	\$130.00	\$ 150.00	15.4%
Crew Rental - per man	Man Hour	\$65.00	\$ 75.00	15.4%
Emergency Crew Rental - per man	Man Hour	\$65.00	\$ 100.00	53.8%

WCA can agree to hold the rates the same for GPS Tree Inventory and Inspection.

Proposed rates from the City of Coachella will be valid for one year (FY21-22).

Each subsequent year would include a cost adjustment based on the CPI for the LA region.

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: City of Irwindale Video Surveillance System

City Manager's Recommendation:

- (1) Consider and discuss the information related to the City's video surveillance system; and
- (2) Provide direction to staff.

Administrative Action:

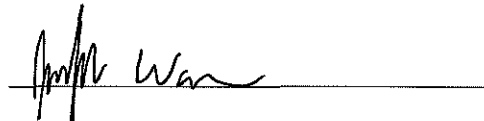
Submitted by:

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



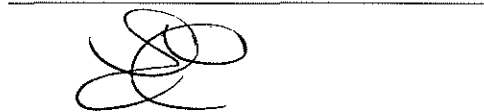
Prepared by:

Jeff Wagner, IT Manager



Reviewed by:

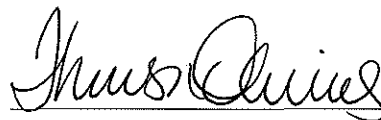
Adrian R. Guerra, City Attorney



Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager



ON BEHALF OF
WILLIAM K. TAM

Background and Analysis:

The City of Irwindale utilizes Closed Circuit Television (CCTV) camera systems to monitor the interior and exterior of the following City facilities: Police Department, City Hall, Recreation Department, Jardin de Roca, and the Limited Volume Transfer Station (LVTS). In total, the City has installed fifty-three (53) CCTV cameras, and due to

general wear and tear and age of wiring, the cameras have begun to fail. Of the cameras installed, nine (9) cameras are currently non-operational. All cameras, with the exception of the LVTs system, are obsolete analog video feeds which lacks sufficient resolution to identify visitors to the facilities and lacks the ability to adjust the image quality for bright or dim lighting.

Initially when installed, the CCTV camera systems, located at the Police Department and City Hall, were monitored and maintained separately. In 2010, the City Council approved the replacement of the legacy system, consolidating the monitoring and recording of both facilities by the Police Department. A total of thirty-four (34) cameras monitor the Police Department and City Hall, five (5) cameras of which have ceased working due to electronic failure and a sixth camera removed with the demolition of the old radio tower. The recorded videos to the these cameras located at the Police Department and City Hall are stored on a Digital Video Recorder (DVR) computer hard drive.

The CCTV camera system located at the Recreation Department has under gone many updates over the years. There are currently thirteen (13) cameras installed at the Recreation Department, one (1) camera which is non-operational due to faulty cabling. These cameras located at the Recreation Department are monitored by recreation staff and the recorded videos are also stored on a DVR.

In April 2005, two (2) video surveillance cameras were installed at Jardin de Roca Park to monitor the skate park and tennis courts and to assist in the prevention of vandalism. In February of 2007, a recording function was added to these two (2) cameras; however, at the Parks and Recreation Commission meeting on April 1, 2009, staff reported that these cameras at Jardin de Roca Park were no longer functional. Due to the age of the equipment and removal of key components allowing for wireless communication with the cameras, repair to these cameras is not possible.

The most recent camera surveillance system was installed at the LVTs (located at the corner of Azusa Canyon Road and Los Angeles Street) to monitor the City vehicles and equipment stored at the site. These three (3) night vision cameras feature two way audio and the ability to send out motion alerts and notifications. Based on comments received by City Council on February 24, 2021, a fourth camera was added to view the Irwindale Park bus shelter. This system is monitored by the Public Services Department and the video is recorded on a Network Video Recorder (NVR) computer hard drive.

Staff initiated an analysis to consolidate the video surveillance systems, install cameras at all City facilities, and provide for video retention of the images records with the assistance of the City Attorney's Office. Staff's funding request for this item will be presented to the City Council during the FY 2021/2022 budget. Legal counsel has advised, pursuant to Gov. Code § 34090.6, any routine video monitoring must be retained for one year. "Routine video monitoring" means video recording by a video or electronic

imaging system designed to record the regular and ongoing operations. Our current DVR records are not able to store recordings for this length of time.

Fiscal Impact:

No fiscal impact is associated with this report.

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021
 To: Honorable Mayor and Members of the City Council
 From: William K. Tam, City Manager
 Issue: Park Bench Plaque Dedication Policy

City Manager's Recommendation:

1) City Council approve the attached draft Park Bench Plaque Dedication Policy, as recommended by the Irwindale Park and Recreation Commission.

Administrative Action:

Prepared /Submitted by:

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



Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager

 ON BEHALF OF
 WILLIAM K. TAM

Background:

On January 13, 2021, the City Council directed staff to prepare a Park Bench Plaque Dedication Policy (Policy). The draft Policy was presented to the Park and Recreation Commission on April 7, 2021, where the Commission recommended changes to the draft Policy. On May 5, 2021, the Commission approved the amended draft Policy with the recommendation that the City Council approve the draft Policy.

The draft Policy covers 55 park benches located in Irwindale Park, Jardin de Roca, El Nido Park, and Little Park of Irwindale. Key components of the draft Policy include:

- Application process, applications accepted once a year, March 1 – 31.
- Two (2) dedication plaques will be awarded annually.
- Due to the limited number of park benches, only one (1) park bench dedication plaque per honoree is permitted.
- Irwindale Residents and First Responders who are employees of the Irwindale Police Department or Los Angeles County Fire Department Station 48 are eligible dedication honorees
- Applications will be presented to the Park and Recreation Commission for review and recommendation to the Irwindale City Council.
- Due to the size of the plaques, there is a maximum text allowance as indicated in the Policy
- City is not responsible for non-intentional damage caused by weather, the elements, thieves, vandals, trespassers, and ordinary wear and tear
- City maintenance will be limited to varnishing and minor repairs
- The cost of the plaque and engraving is the responsibility of the applicant
- City staff is responsible for ordering the plaque and installing the plaque.

Fiscal Impact

There is no fiscal impact associated with the approval of the Park Bench Plaque Dedication Policy. The policy requires the applicant to pay for the plaque and engraving.

Attachments:

1. Draft City of Irwindale Park Bench Plaque Dedication Policy



CITY OF IRWINDALE PARK BENCH PLAQUE DEDICATION POLICY

PURPOSE

The Park Bench Plaque Dedication Program provides an opportunity for residents to dedicate a park bench in City of Irwindale (City) Parks to memorialize an individual. This policy has been established to provide for a consistent and uniform procedure for the implementation of this program.

PROVISIONS

A. General Guidelines

1. The City Council shall have the final authority to designate commemorative park bench plaques.
2. Applicants may select a bench located in Irwindale Park, Jardin de Roca Park, El Nido Park, or Little Park of Irwindale. A park bench location map is included as Attachment "A".

Park	Number of Benches	Plaque Location
Irwindale Park	22 – Bench with backing 13 – Bench without backing 35 – Total Benches (excludes 6 benches surrounding memorial garden and non-concrete benches)	Front, center of bench back Front, center of bench seat
Jardin de Roca Park	6 – Total Benches with backing (excludes non-concrete benches)	Front, center of bench back
El Nido Park	11 – Total Benches with backing (excludes 2 concrete benches at the bus stop)	Front, center of bench back
Little Park of Irwindale	3 – Total Benches with backing	Front, center of bench back

3. Dedications will be acknowledged by an engraved 2" H x 6" W anodized aluminum plaque. The plaque is symbolic of the dedication and does not entitle the donor to ownership of the plaque or the bench. A maximum of five (5) lines, which includes the name of the honoree, is permitted per plaque. The first line of the text will be Arial font, 30 pt. and limited to 25 characters, including spaces. The next four (4) lines will be Arial font, 18 pt. and limited to 40 characters per line. Wording on the plaque must be uplifting in nature while still honoring the person. The City Council will have final approval of the plaque wording.

4. Dedication forms will be accepted annually from March 1st to March 31st. Two (2) dedication plaques will be awarded annually.
5. Due to the limited quantity of park benches, only one park bench dedication plaque per honoree is permitted.

B. Qualifications for Park Bench Plaque Dedication

1. Park benches may be dedicated to living or deceased individuals who have made significant and substantial service contributions to the City of Irwindale, as determined by the City Council. Said contributions do not have to be financial in nature; they may include extensive service and/or support to the City organization or the community in general.
2. Irwindale Residents and First Responders who are employees of the Irwindale Police Department or Los Angeles County Fire Department Station 48 are eligible dedication honorees.
3. When determining whether to dedicate a park bench, the City Council shall consider all factors they deem relevant, including whether some or all of the following accurately describe the person:
 - i. The person makes/made lasting and significant* contributions to the protection of natural or cultural resources of the City of Irwindale; or
 - ii. The person makes/made substantial* contributions to the advancement of recreational opportunities with the City of Irwindale; or
 - iii. The person has/had a positive impact on the lives of Irwindale's residents; or
 - iv. The person or organization volunteered for five (5) or more years of service to the community.

**Additional information as to how or why the contribution of the individual or organization was significant or substantial may be required by the City Council.*

C. Park Bench Plaque Dedication Procedure:

1. All submittals, whether from an individual, organization or City staff, must include the name and address of the submitter. No anonymous submittals will be accepted.
2. Upon receipt of the dedication request, the City Manager or their designee shall review the application. The City Manager or their designee shall place the Park Bench Plaque dedication request on a Park and Recreation Commission (Commission) agenda for review and recommendation to the Irwindale City

Council. The Commission's recommendation will be presented to the City Council for review and consideration. If the request is denied by the Council, no further action is taken. If the City Council approves the request, staff is directed to proceed with the implementation of the park bench plaque dedication. The decision of the City Council is final.

D. Maintenance and Repair

1. The City reserves the right in its sole and absolute discretion to relocate or remove benches or plaques to accommodate future development or changes in site conditions at any time. If a dedication needs to be removed or relocated, the City will contact the applicant to discuss alternative locations. In the event the applicant is unable to respond, then the City will determine the alternative location. The City will make the final determination as to the location.
2. Maintenance by the City will be limited to varnishing of the plaque and minor bench repairs. The City shall not be liable and will not be held responsible for damaged plaques resulting from vandalism or any other condition or act that would require repair or replacement. Should the City determine that an existing plaque needs replacement, all associated costs will be at the expense of the donor, should the donor elect to replace the plaque.
3. This policy is not intended to supersede any regulations or ordinances of the City of Irwindale.

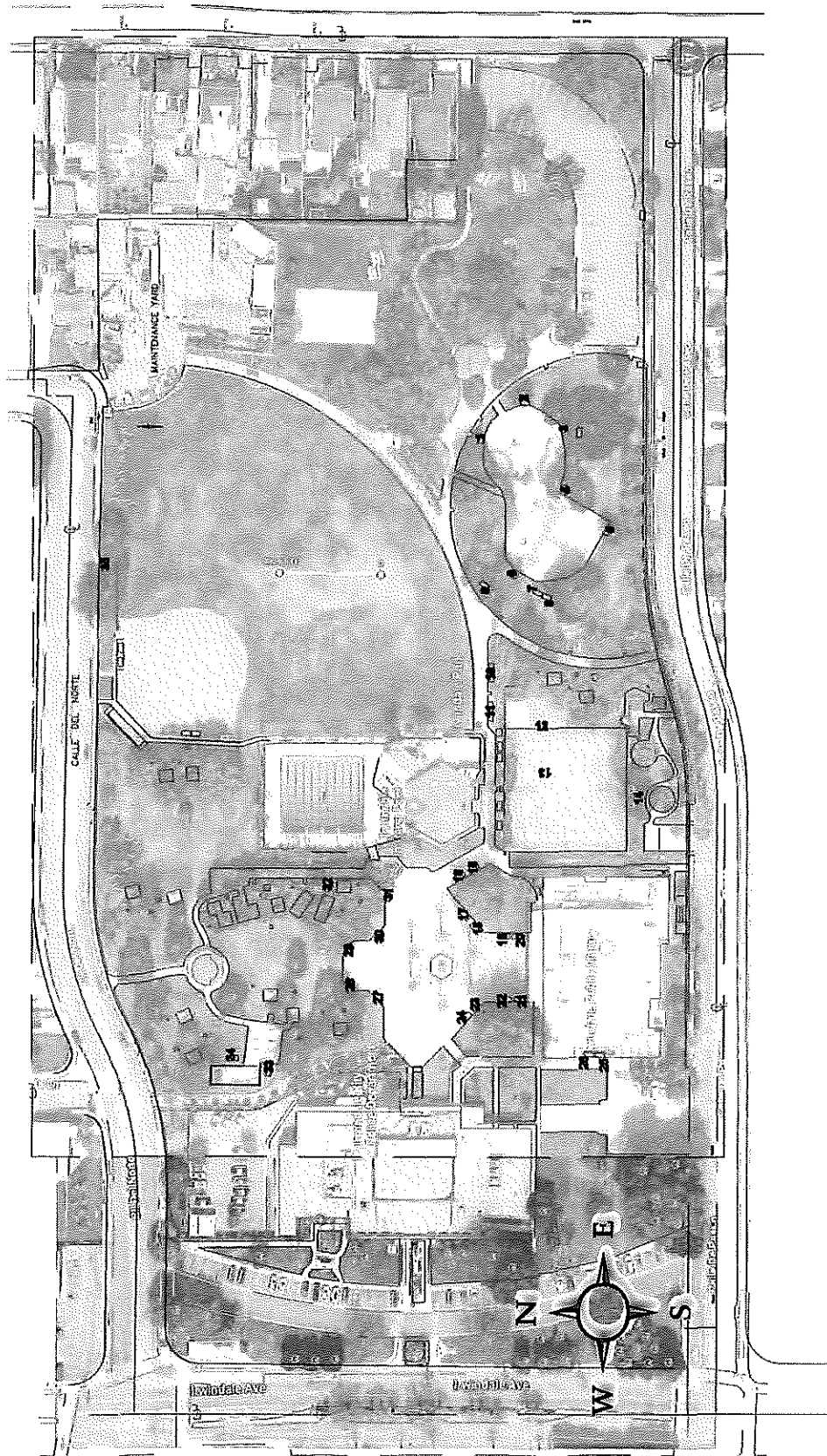
E. COSTS

1. The Applicant must pay for the plaque at the time the application is submitted.
2. The cost of the bench plaque to be paid by the Applicant is \$25.00. The cost of the various benches (Attachment "B") located in the parks is included for informational purposes. The exact cost of plaques will be updated annually (Attachment "B").
3. Once approved, installation of any plaque will be undertaken by City staff. Installed plaques will become the property of City of Irwindale. Maintenance of plaques must be undertaken by the City.
4. The City will place the engraved plaque order after approval by the City Council.

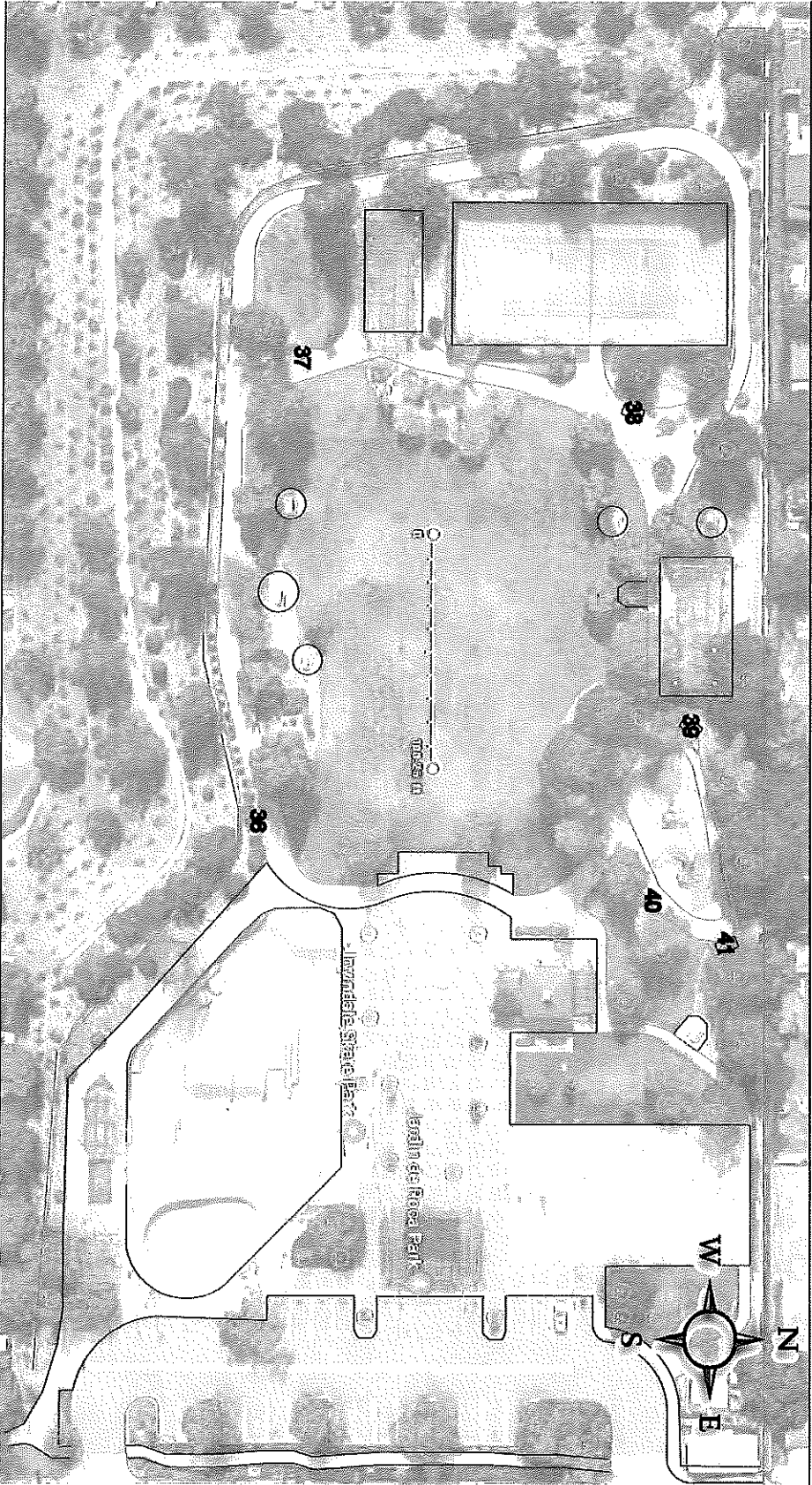
Attachment "A"

Park Bench Location Maps

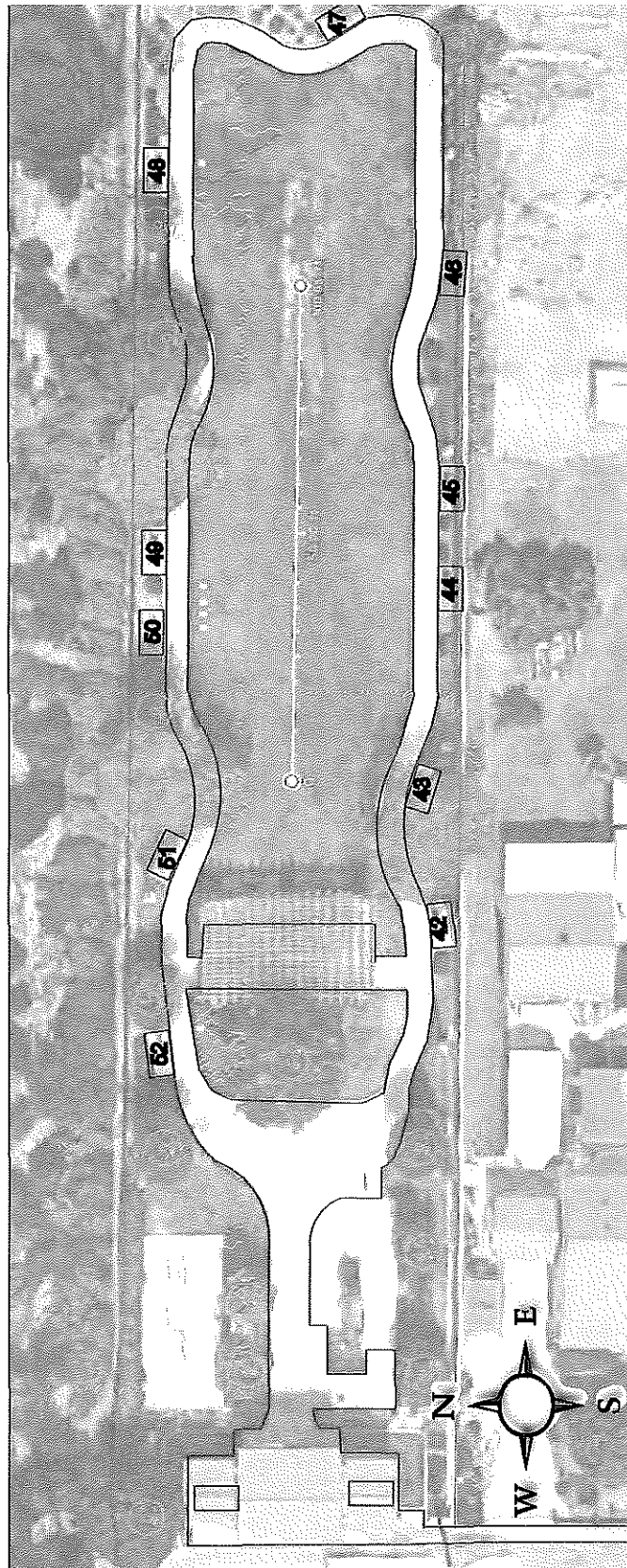
Irwindale Park



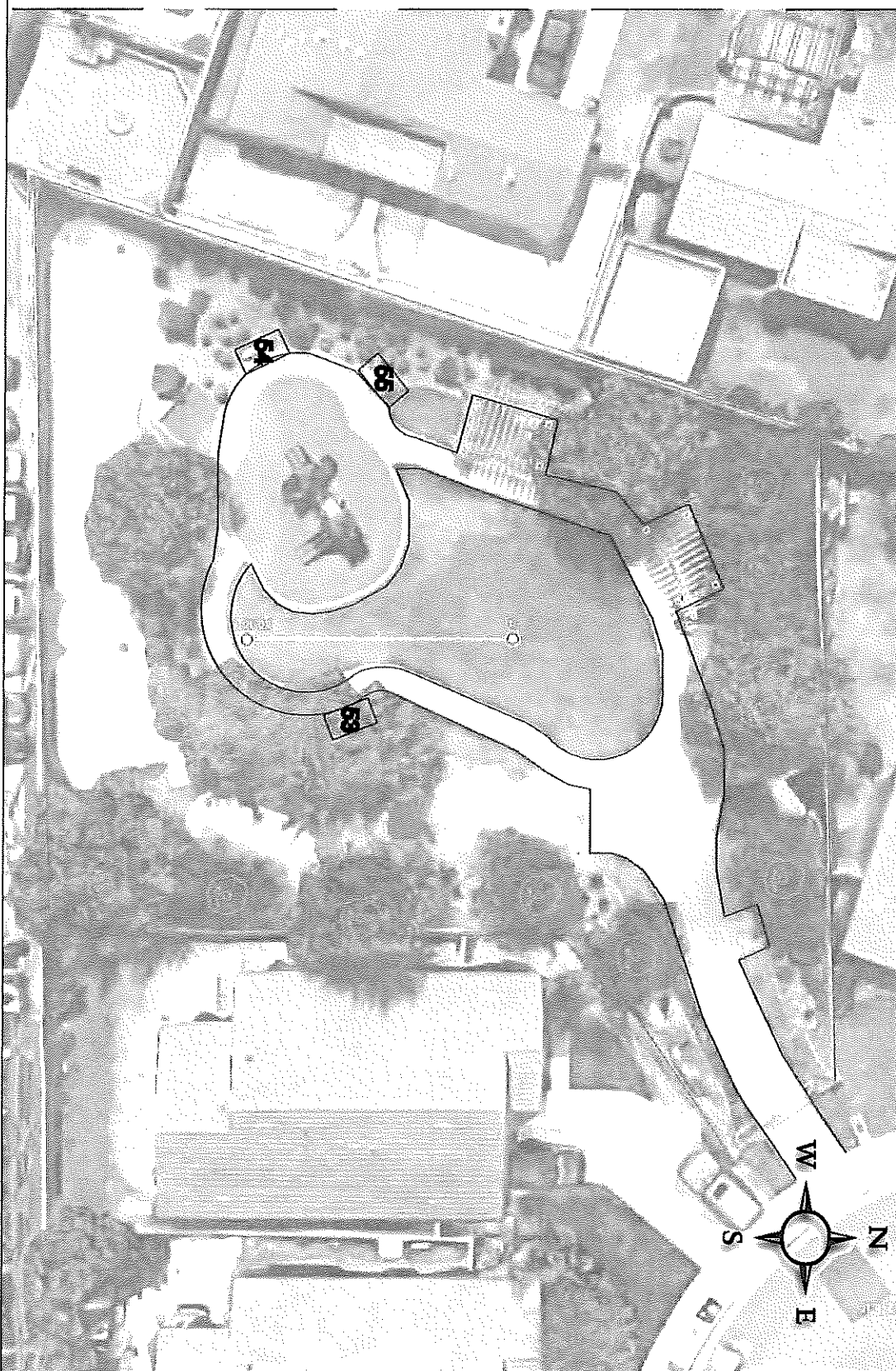
Jardin de Roca Park



El Nido Park



Little Park of Irwindale



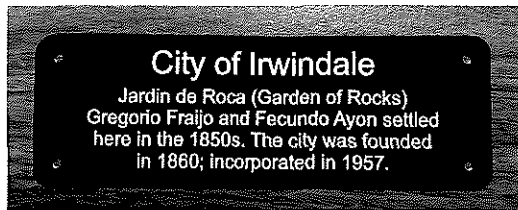
Attachment "B"

Pricing Schedule As of March 1, 2021

The pricing identified below is subject to change based on pricing received from vendor.

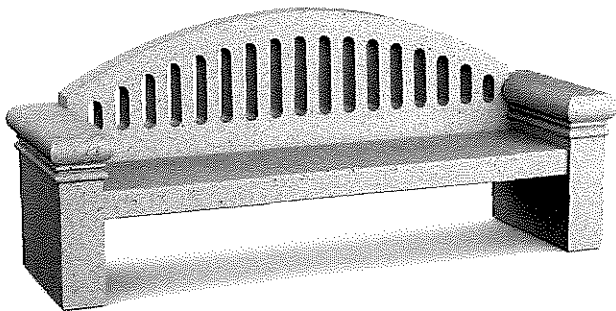
PLAQUE IMAGE

\$25.00

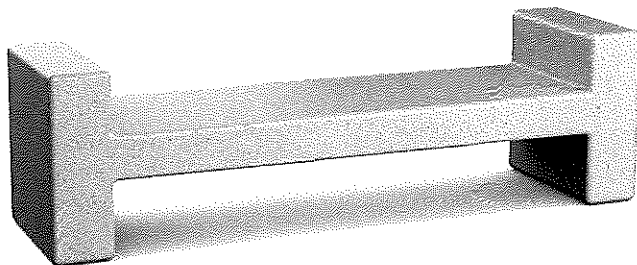


IRWINDALE PARK BENCHES

84" Victoria Series Bench with backing (emerald bay green) \$1,898.00*



48" Victoria Series Bench "backless" (emerald bay green) \$759.00*



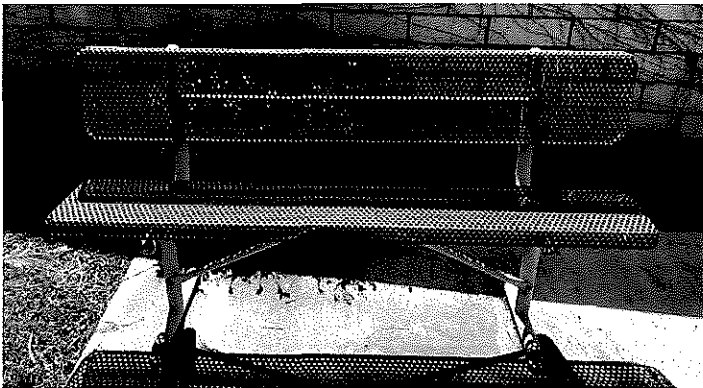
JARDIN DE ROCA PARK BENCHES

72" Thousand Oaks Series Bench \$1,245.00



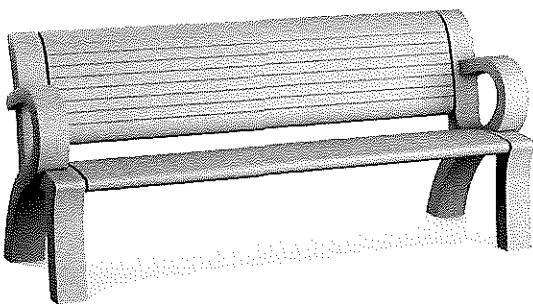
EL NIDO PARK BENCHES

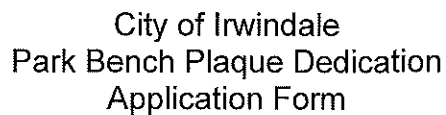
6' The City™ Series Bench (dark brown) \$731.93



LITTLE PARK OF IRWINDALE BENCHES

Adenville Series Bench \$2,507.00



☐ Los Angeles County Fire Department Station 48 Employee

Individual to be Recognized: _____

Plaque Engraving: (Subject to City approval):

[illegible][illegible]

See Pricing Schedule Cost

Please Check all that apply:

- ☐ Is the individual deceased? ? ☐ No ☐ Yes, date: _____
- ☐ The person makes/made lasting and significant* contributions to the protection of natural or cultural resources of the City of Irwindale
- ☐ The person makes/made substantial contributions* to the betterment of a specific facility or park consistent with the established standards for the facility.
- ☐ The person makes/made substantial contributions* to the advancement of recreational opportunities with the City of Irwindale
- ☐ The person has/had a positive impact on the lives of Irwindale residents.
- ☐ The person volunteered for five (5) or more years of service to the community.

***Please provide additional information as to how / why the contribution of the individual was significant or substantial not to exceed two (2) typed pages.**

Biographical information: (Explain) _____

Civic involvement: (Explain) _____

Reason for Nomination (required): _____

Additional Comments (additional information may be attached): _____

Applicant's Signature: _____ Date: _____

For Office Use

Date Paid (attach copy of receipt): _____ Received By: _____

Date Received by City Manager's Office: _____

Park and Recreation Commission Meeting _____ Recommendation: _____

City Council Meeting _____ ☐ Approved ☐ Denied

Date Ordered: _____ Date Installed: _____

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021
To: Honorable Mayor and Members of the City Council
From: William K. Tam, City Manager
Issue: RESIDENT IDENTIFICATION CARD POLICY

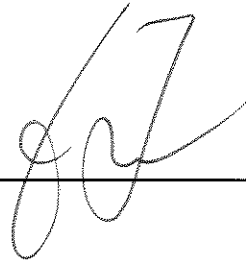
City Manager's Recommendation:

1. Discuss the Resident Identification Card Policy revisions.
2. Provide direction to staff.

Administrative Action:

Prepared and Submitted by:

William K. Tam, City Manager

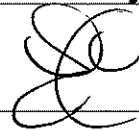


Reviewed by:

Adrian R. Guerra, City Attorney

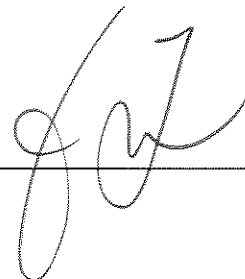
Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis:

On April 15, 2019, the City Council approved several changes to the current Resident Identification Card Policy ("Policy"). Highlights of the changes were:

- For ID Card renewals, the then-current policy required proof of residency documentation to be dated within the last 30 days from the application filing date. This was revised to 60 days;

- Granted a two-year validity period of ID Cards issued to senior citizens (50 years or older);
Allowed any resident with a valid resident ID Card to sign an affidavit on behalf of the applicant; and
- Removed the Audit Committee and allowed the City Manager's designee to review and approve applications; and
- Revised the residency documentation of the secondary identification from three documents to two documents.

Since the approval of the Resident Identification Card Policy changes, there has been a question as to whether these two required secondary identifications should be accepted with an affidavit from an Irwindale resident. To resolve this issue, staff is proposing revisions to this portion of the policy to clarify the intent of the City Council, along with some additional revisions to clarify other sections of the policy.

Fiscal Impact:

None

Attachment:

City of Irwindale Identification Card Policy Draft (May 12, 2021)

Affidavit of Resident by Irwindale Draft (May 12, 2021)

CITY OF IRWINDALE RESIDENT IDENTIFICATION CARD POLICY

PURPOSE

The purpose of the Resident Identification Card Policy ("Policy") is to provide a method by which City staff can accurately identify eligible residents of the City of Irwindale ("City") for purposes of providing a variety of benefits (i.e., prescription and vision programs, recreation, library and senior citizen programs, school busing, tutoring, etc.,) which are only available to residents and/or are provided to residents at a reduced cost as compared to non-residents.

DEFINITION OF RESIDENT

For purposes of obtaining a Resident Identification Card ("Card"), a resident of the City of Irwindale shall be defined as a living person who has been residing within the City limits on a full-time basis for at least thirty days prior to his/her application for a Card and who maintains his/her principal place of residence in the City, as defined by Section 244 of the California Government Code. Temporary absence from the City for college or boarding school attendance, military service, vacation, hospitalization or incarceration (not to exceed six months) shall not preclude a person who would otherwise qualify from being considered an eligible resident for purposes of this program.

APPLICATION PROCESS – NEW, RENEWAL AND LAPSED CARDS

An applicant must establish proof of identity and Irwindale residency when applying for a Card. Applicants must appear in person at Irwindale City Hall, complete an application and certify the information under penalty of perjury, present documents establishing identity and residency, have photograph taken, and pay the required fee.

FOR RENEWALS: RENEWAL OF CARDS (CARDS THAT HAVE EXPIRED FOR LESS THAN 6 MONTHS) SHALL REQUIRE DOCUMENTATION SHOWING APPLICANT HAS BEEN A RESIDENT FOR AT LEAST 60 DAYS.

FOR NEW AND LAPSED CARDS: ALL NEW APPLICATIONS SHALL REQUIRE DOCUMENTATION SHOWING APPLICANT HAS BEEN A RESIDENT FOR AT LEAST SIX (6) MONTHS PRIOR TO THE APPLICATION DATE.

A CARD THAT HAS EXPIRED MORE THAN 6 MONTHS AGO IS CONSIDERED A LAPSED CARD. AN APPLICATION TO RENEW A LAPSED CARD SHALL BE CONSIDERED A "NEW" APPLICATION, THEREFORE, REQUIRING DOCUMENTATION SHOWING APPLICANT HAS BEEN A RESIDENT FOR AT LEAST SIX (6) MONTHS PRIOR TO THE APPLICATION DATE.

(This requirement does not apply to foster children or children six months or younger.)

The following documents (showing at least either 60 days or 6 months of residency, depending on whether the application is for a renewal or new/lapsed card) shall be required in order to prove identity and establish residency:

ACCEPTABLE FORMS OF DOCUMENTATION:

A. For Applicants 18 years of age and over:

1. Primary Identification: One (1) of the following current documents (must display applicant's photograph, date of birth, and legal residential address within the City):
 - California Driver's License with Irwindale address (A DMV change of address card affixed to the back of the driver's license is not acceptable)
 - California Identification Card with Irwindale address (A DMV change of address card affixed to the back of the identification card is not acceptable)
 - Consular ID Card with Irwindale address

Plus:

2. Secondary Identification: Two (2) different forms of current documents reflecting legal Irwindale residential address (no P.O. Boxes permitted), **dated within the last 60 days (for renewals) OR the last 6 months (for new/lapsed cards):**
 - Utility Bill (e.g. gas, electric, home phone (not cell), cable, satellite, water)
 - Financial Institution (bank, savings & loan, credit union, lender, retirement fund) Statement or Bill
 - State or Federal Income Tax or refund statement
 - Vehicle Registration (issue date within 60 days of Card application)
 - Vehicle Registration Renewal Notice (with a due date that has not lapsed)
 - Property Tax statement or mortgage payment receipt
 - Official Correspondence from Federal, State, County or City Government
 - Employment Pay Stub
 - Jury summons or court order issued by a state or federal court
 - Insurance Correspondence, Statement or Bill (homeowner's, renter's, health, life or automobile)
 - Official correspondence from community college, school of higher education or trade school including loan statement
 - Official medical record (e.g. Explanation of Benefits (EOB) from insurance provider, medical bill or statement)
 - Signed and notarized affidavit by property owner, under penalty of perjury, attesting that the person applying for a Card is residing at

his/her property

Or:

3. Affidavit: If a resident is unable to provide two (2) different forms of documentation from the Secondary Identification list above to prove residency, a signed and notarized affidavit from an Irwindale Resident shall be accepted as one (1) form of documentation and may be combined with one (1) other form of documentation from the Secondary Identification list above.

The Irwindale Resident providing the signed and notarized affidavit must not be the same person as the applicant. The Irwindale Resident must possess a current valid Irwindale Resident ID card and reside at a different address from the applicant. For purposes of this Policy, the Irwindale Resident may not be related to the applicant by blood or marriage.

B. For Applicants Under 18 years of age:

1. Children under 18 years of age **must be accompanied by a parent or legal guardian who possesses a valid Irwindale Resident Identification Card.** An application submitted on behalf of a minor must be completed by the minor's parent or legal guardian.
2. Primary Identification: A birth certificate (certified copy acceptable) is required. An original letter from the medical facility affirming the details of the birth of the child is acceptable for children under six months of age.

Plus:

3. Secondary Identification: One (1) of the following:
 - Adoption documents
 - Court documents establishing legal guardianship, ward of court, custodial parent status or foster parent (official documentation from foster agency is sufficient)
 - Valid Irwindale Resident Identification Card for both parents
 - Documents from governmental agency providing assistance for minor child (e.g. Healthy Families, WIC, Options)
 - Tax returns (most recent year) claiming child as dependent;
 - Correspondence or documentation from County or State (e.g. County Dept. of Child Support Services) acknowledging resident parent receiving child support

And:

4. One (1) of the following to prove residency (reflecting Irwindale address and dated within the last 60 days):

- Official medical record (e.g. Explanation of Benefits (EOB) from insurance provider, medical bill or statement)
- Official school record stamped with school or district seal (e.g. student data printout, school progress report or report card) verifying child's enrollment in a school (public or private)
- Financial Institution (bank, savings & loan, credit union, lender, retirement fund) Statement or Bill in child's name
- School-issued work permit
- Official Correspondence from Federal, State, County or City Government
- Employment Pay Stub

SUBSTITUTE DOCUMENTS

Requests to substitute documents and/or resolution of any dispute over the adequacy of documentation shall be referred to the City Manager's designee, prior to submittal. The decision of the City Manager's designee, shall be final. Previous participation in resident programs does not conclusively establish resident status after the effective date of this Policy.

APPLICATION REVIEW

Pursuant to Irwindale City Council action of May 12, 2021, the City Manager's designee shall review the applications for compliance with the Policy as it relates to proof of residency twice per month.

If the City Manager's designee finds the application meets all Policy requirements, the applicant shall be notified by telephone when the Card is ready for pick up. If the City Manager's designee finds an application to be incomplete, inadequate, or questionable, the City Manager's designee may request the applicant to provide additional information as may be required, including but not limited to a signed affidavit of residency by the property owner on behalf of the applicant in question. The City may also conduct a Code Enforcement field inspection to confirm residency as well as a Police investigation of potential fraud and perjury pursuant to Section 118 of the State of California Penal Code. If the City Manager's designee's recommendation is not to issue a Card, the applicant shall be advised in writing. The applicant may appeal the City Manager's designee's decision to the City Manager within ten (10) calendar days of the written notification. The City Manager's decision shall be final.

FEES

The fee for a new or lapsed Card shall be \$5.00. The fee for a renewal shall be \$5.00. The fee for a replacement or duplicate Card shall be \$10.00.

TERMS

For applicants who are 49 years or younger, a Card shall be valid for a term not to exceed one (1) year and expiring on the applicant's birthday. Applicants who are 50 years of age or older shall be issued a Card valid for a term not to exceed two (2) years and expiring on the applicant's birthday. The Card may be renewed for a period not to exceed one year or two years, depending on the applicant's age, upon meeting the requirements stated in this Policy. The Card may be renewed no more than 30 days prior to expiration. At any time during the initial or any subsequent term when the applicant ceases to be a resident in good standing, the Card shall become void and may no longer be used to secure benefits. It shall be the responsibility of the applicant to return a card no longer valid to the City for destruction.

NON-TRANSFERABILITY

The Irwindale Resident Identification Card is issued to a specific individual and is not transferable to any other person or entity.

PERJURY DECLARATION

All information and documentation provided to establish residency for purposes of the Resident Identification Program shall be subscribed to under penalty of perjury. Failure to provide a perjury declaration or submission of false information shall be cause for immediate termination of all benefits and removal from City programs and prosecution to the fullest extent of the law. Fraudulent use of a Card shall be cause for immediate termination of an individual's participation in the Resident Identification Program and denial of all other City benefits. **Any person who allows another to fraudulently obtain a Card by utilizing their address will be permanently disqualified from the program.**



**AFFIDAVIT OF RESIDENCY BY IRWINDALE RESIDENT
(MUST BE SIGNED IN PRESENCE OF NOTARY PUBLIC)**

I, _____, hereby attest and affirm that:

- I am a resident of the City of Irwindale and that all statements on this affidavit are true and correct.
- I possess a current and valid Irwindale Resident ID Card Number _____.
- I am not related to the applicant by blood or marriage.
- I understand that false statements are punishable under Section 118 of the Penal Code (Perjury) as well as other applicable statutes including but not limited to immediate revocation of the City-issued ID card and permanent disqualification from the program.
- I attest that _____
(Name of Applicant(s))

Reside(s) at _____
and has been residing at the above address for at least six consecutive months.

Date: _____

Signature of Irwindale Resident: _____

Address of Irwindale Resident: _____

Telephone: _____ Cell: _____

ACKNOWLEDGMENT

State of California }
County of Los Angeles }

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

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

WITNESS my hand and official seal.

Signature _____

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021

To: Honorable Mayor and Members of the City Council

From: William K. Tam, City Manager

Issue: ACCEPTANCE OF A GIFT FROM VULCAN LANDS, INC. OF A CLEAR CHANNEL OUTDOOR LEASE AGREEMENT, INCLUDING THE RIGHTS AND OBLIGATIONS THERETO, RELATING TO FIVE OUTDOOR BILLBOARDS LOCATED ALONG THE VULCAN RELIANCE II PIT AT 15990 FOOTHILL BOULEVARD

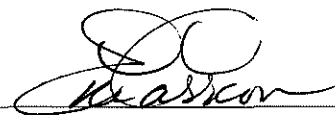
City Manager's Recommendation:

Adopt Resolution No. 2021-40-3252 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A GIFT FROM VULCAN LANDS, INC. OF A CLEAR CHANNEL OUTDOOR LEASE AGREEMENT, INCLUDING THE RIGHTS AND OBLIGATIONS THERETO, RELATING TO FIVE OUTDOOR BILLBOARDS LOCATED ALONG THE VULCAN RELIANCE II PIT AT 15990 FOOTHILL BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS TO EFFECTUATE THE TRANSFER".

Administrative Action:

Prepared / Submitted by:

Eva Carreon, Finance Director / City Treasurer



Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Eva Carreon, Finance Director / City Treasurer



Approved by:

William K. Tam, City Manager



Background and Analysis

On August 12, 2019, Calmat Co. Inc., as landlord, entered into a 30-year lease agreement with Clear Channel Outdoor, LLC, as tenant, entitled Clear Channel Outdoor Lease Agreement (Billboard Lease). This Billboard Lease provides for rent payments to be paid by the tenant to the landlord for five outdoor billboards located along the Vulcan Reliance II pit at 15990 Foothill Boulevard. Calmat Co. has since transferred its interest in the Billboard Lease to Vulcan Lands, Inc.

Vulcan now desires to extend to the City of Irwindale the assignment of the Billboard Lease, and thereby all billboard rent payments paid by Clear Channel Outdoor LLC. This assignment is being proposed as an unconditional gift to the City. In accepting this assignment, the City would assume all landlord obligations and rights of the Billboard Lease.

In order for the assignment of the Billboard Lease to be effectively carried out, an easement will also need to be granted to the City for access upon the property where the billboards are located. This will allow the City to exercise all rights and obligations as landlord under the Billboard Lease. Government Code Section 65402 stipulates the proposed acquisition shall be reviewed by the planning agency having jurisdiction to determine its consistency with the General Plan. On November 18, 2020, the Planning Commission reviewed this item and found the Billboard Lease and easement transfers to the City to be in conformance with the Irwindale General Plan.

The City Attorney and staff have reviewed all agreements, and has identified the major key points of the Billboard Lease as follows:

Summary of Clear Channel Outdoor Lease Agreement

Sec.	Term	Description of Term
1	Overall	Tenant will pay the City monthly rent for five Billboards located on City's property.
2	Duration of Agreement	The Billboard Lease is for 30 years commencing August 12, 2019. The Billboard Lease will auto-renew for another 10 years unless Tenant provides a termination notice to City at least 90 days before the end of the 30-year period.
3 & Exhibit B	Payment	Tenant must pay City an annual rent amount that is divided into 12 monthly payments and must be paid by the first day of each month. The first year's total annual rent is \$323,853, and will increase 1.5% annually. This amount is for the current 5 static billboards. The total rent that is expected to be paid at the end of the 30 years is \$12,157,032.
3 & 6	Objects Blocking Billboard	City may not place or maintain any objects or plants, or allow for an object or plant to be placed or maintained, on the neighboring property that would block access to the billboards or their visibility. If Tenant ultimately pays for the removal of an object or trimming of a plant, Tenant can deduct the cost from future rent payments to the City.

3	Height of Billboards	City has an obligation to negotiate with Tenant in good faith for the potential increase in height of any billboard due to the City allowing an object or plant to be placed near the billboard that would obstruct the billboard's visibility.
4	New Digital Billboards	Tenant is allowed to replace two of the existing five static billboards with digital billboards.
4	Increase in Rent for Digital Billboards & Fee Offset	If the two of the static billboards are converted to digital billboards, then the rent for the digital billboards will increase to \$105,000 per face of the digital billboard and \$210,000 total for each of those two billboards instead of the rent already agreed to for the static billboards. Further, instead of the 1.5% annual increase, the annual rent would increase 2.5% annually for these two billboards. If Tenant has to pay a development fee to the City with respect to the new digital billboards, then Tenant can reduce the rent it pays to the City by the amount of the fee.
5	Cooperation	City must "reasonably cooperate," at no cost to City, with Tenant when Tenant submits applications to obtain necessary permits from government entities.
7	Reduction of Rent to City	If for any reason Tenant suffers a loss not caused by Tenant (e.g. billboard is obstructed, Tenant cannot obtain a permit) then Tenant can reduce its rent to the City in proportion to the loss or cancel the portion of the lease that is affected.
8	Relocation	If the billboards or any part of the property where the billboards are located are taken by proper authorities, Tenant is allowed to relocate the billboards on City's adjacent property or cancel the lease with at least 30-days' notice and City must reimburse any pre-paid rent.
9	Indemnity	City promises that it has the authority to enter into the lease with Tenant. If any claim arises regarding this, the City must defend Tenant and cover expenses for the defense, as well as reimburse Tenant for any improperly received rent.
Easement	Maintenance	City is required to maintain the area of the billboard in good and safe condition and repair.
Easement	Insurance	City must obtain and maintain insurance of not less than one million dollars for personal injury and one hundred thousand dollars for property damage.

If the City Council desires to accept the gift, staff recommends that the City Council adopt the attached resolution. Pursuant to the resolution:

- The City Council will accept the gift from Vulcan of the Billboard Lease subject to execution by the City Manager (who is also authorized to execute), and approval as to form by the City Attorney, of any and all documents required to effectuate the transfer to the City including, but not limited to, the Assignment and Assumption Agreement between Vulcan and the City regarding the assignment of the Billboard Lease from Vulcan to the City, any

documents related to the transfer of the related easements to the City, and any documents or notices in furtherance of administering the Billboard Lease.

- As an additional condition to accepting the gift, all documents required to be recorded with the Recorder's Office of the County of Los Angeles, as determined by the City Attorney, shall be so recorded.

Fiscal Impact

Approval of Resolution No. 2021-40-3252, along with the Assignment and Assumption Agreement for the Billboard Lease, and the execution and recordation of all required documents, will allow for the City to receive the Billboard Lease revenue annually from Clear Channel Outdoor, LLC. This will generate significant General Fund operating revenue for the City every fiscal year for the term of the lease.

The Billboard Lease, included as Exhibit 1 to the Resolution, provides a schedule of the annual rent the City will receive for the static billboards, with an annual 1.5% growth factor every year. As noted above, the rent schedule for the static billboards alone will generate revenue of over \$12 million over the 30-year term of the Billboard Lease. Additionally, two of the five billboards are scheduled to be converted from static to digital billboards, which will provide even higher revenue for the City.

If approved, the estimated revenue that may be included for the upcoming FY 2021-2022 budget is estimated to be approximately \$457,000.

Attachments

- A. Resolution No. 2021-40-3252, including Exhibit 1—Clear Channel Outdoor Lease Agreement
- B. DRAFT Assignment and Assumption Agreement
- C. General Plan Consistency Determination

RESOLUTION NO. 2021-40-3252

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING A GIFT FROM VULCAN LANDS, INC. OF A CLEAR CHANNEL OUTDOOR LEASE AGREEMENT, INCLUDING THE RIGHTS AND OBLIGATIONS THERETO, RELATING TO FIVE OUTDOOR BILLBOARDS LOCATED ALONG THE VULCAN RELIANCE II PIT AT 15990 FOOTHILL BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS TO EFFECTUATE THE TRANSFER

WHEREAS, pursuant to California Government Code section 37354, the City of Irwindale ("City") is authorized to accept gifts of real and personal property for any public purpose; and

WHEREAS, Vulcan Lands, Inc. ("Vulcan") desires to provide a gift to the City in the form of a 30-year lease agreement, dated August 12, 2019, between Calmat Co., Inc. (assigned to Vulcan) and Clear Channel Outdoor LLC ("Clear Channel"), relating to five outdoor billboards located along the Vulcan Reliance II Pit at 15990 Foothill Boulevard ("Billboard Lease"), a copy of which is attached hereto as Exhibit 1; and

WHEREAS, via a proposed Assignment and Assumption Agreement, the City will assume all landlord obligations and rights of the Billboard Lease and all rights and benefits thereunder including, but not limited to, all rent payments received from Clear Channel after assignment to the City; and

WHEREAS, the City would also receive certain easement rights from Vulcan related to the real properties where the subject billboards are located to permit City to exercise all rights and obligations under the Billboard Lease; and

WHEREAS, before accepting any acquisition of real property, Government Code section 65402 requires the proposed acquisition to be reviewed by the Planning Commission to determine its consistency with the General Plan; and

WHEREAS, on November 18, 2020, the Planning Commission reviewed this item and found the assignment of the Billboard Lease and related easement transfers to the City to be in conformance with the Irwindale General Plan; and

WHEREAS, the City Council finds that it is appropriate to accept the unconditional gift offered as set forth below.

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

SECTION 1. The recitals of this Resolution are true and incorporated as findings herein.

SECTION 2. The City Council hereby accepts the gift from Vulcan of the Billboard Lease, set forth in Exhibit 1, subject to execution by the City Manager (who is hereby authorized to execute), and approval as to form by the City Attorney, of any and all documents required to effectuate the transfer to the City including, but not limited to, the Assignment and Assumption Agreement between Vulcan and the City regarding the assignment of the Billboard Lease from Vulcan to the City, any documents related to the transfer of the related easements to the City, and any documents or notices in furtherance of administering the Billboard Lease.

SECTION 3. As an additional condition to accepting the gift, all documents required to be recorded with the Recorder's Office of the County of Los Angeles, as determined by the City Attorney, shall be so recorded.

SECTION 4. 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.

SECTION 5. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of May, 2021.

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. 2021-40-3252 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of May 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT 1

CLEAR CHANNEL OUTDOOR LEASE AGREEMENT

1. This Lease Agreement ("Lease") is dated and effective this 12th day of August, 2019 (the "Effective Date") and entered into between CALMAT CO., a Delaware corporation ("Landlord") and CLEAR CHANNEL OUTDOOR LLC., a Delaware limited liability company ("Tenant"). Landlord hereby leases to Tenant certain real property situated in the County of Los Angeles in the State of California ("Property") whose permanent property tax number and legal description are attached as Exhibit A. The Property is leased for the purpose of erecting, maintaining, operating (whether physically on-premise or via remotely changeable off-premise technology), improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures (whether traditional static, digital or other technology displays), including, without limitation, wireless communications equipment, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). As of the Effective Date, the Structures already exist on the Property and the premises locations of such Structures are also described in Exhibit A. Tenant may elect in its sole discretion at any time and from time to time during the term of this Lease, to convert and operate any advertising face on the Structures as digital, static, or any combination thereof. However, notwithstanding anything to the contrary contained herein, Tenant shall use its commercially reasonable best efforts to seek a Governmental Approval (as defined below) to replace both faces of each of two (2) of the five (5) existing Structures with digital faces, as provided in Section 4 below. This Lease includes reasonably necessary rights of access for ingress, egress, utility maintenance and visibility. Tenant may lease or license the use of the Structures, or any portion thereof, for any lawful purpose. This Lease shall replace and supersede in its entirety, that certain Lease Agreement by and between Landlord and Tenant dated as of September 14, 1994, as amended April 19, 2002, December 17, 2003, May 5, 2005, January 21, 2007, February 27, 2009, April 20, 2015 and August 12, 2019 ("Existing Lease") with respect to the premises locations described in Exhibit A. It is acknowledged and agreed that the Existing Lease shall continue in full force and effect solely with respect to all premises locations other than those described on Exhibit A hereto.

2. This Lease shall commence on the Effective Date and shall be in effect for thirty (30) years following the Effective Date (the "Term"). Tenant's obligation to pay rent shall commence on the Effective Date and the "Rent Commencement Date" shall be the same date as the Effective Date. This Lease shall continue in effect for its initial Term and for an additional ten (10) year term unless Tenant gives notice of termination not less than ninety (90) days prior to the end of the Term.

Notwithstanding the foregoing, on obtaining Final Approval (as defined below) of the Governmental Approval (as defined below), this Lease shall be automatically amended (without further action being required by Landlord or Tenant) so that the Term with respect to all the Structures will expire twenty-five (25) years following the first day of the calendar month in which Final Approval occurs, subject to extension at Tenant's option as described in the preceding paragraph.

3. Beginning on the Rent Commencement Date, with respect to all of Tenant's Advertising Faces set forth on Exhibit A, Tenant shall pay Landlord rent in the annual rent amount set forth in Exhibit B, and such rent shall be payable to Landlord in twelve (12) equal monthly installments, which installments shall be due and payable on or before the first day of each month during the Term. If the Effective Date occurs on other than the first day of a calendar month, then rent for that month shall be a fraction of the rent for the entire month, the numerator of which is the number of days remaining in that calendar month after the Effective Date and the denominator of which shall be 30.

Landlord and Tenant acknowledge that, at or about the time of execution of this Lease, Landlord will record in the Official Records of Los Angeles County, California, a Declaration of Reciprocal Easements and Restrictions, attached hereto as Exhibit E ("REA"), against adjacent land currently owned by Landlord ("Adjacent Land"). Among other things, the REA creates a visibility corridor ("Visibility Corridor"), within which current and future owners or tenants of the Adjacent Land are prohibited from (i) constructing

improvements, (ii) planting plants or (iii) placing any object that exceeds an elevation of ten (10) feet above the finished reclamation grade and below the display faces of the Structures ((i) - (iii) each, an "Object"), among other things. Exhibits depicting and legally describing the Visibility Corridor are attached to the REA as Exhibits C-1 and C-2, respectively. In the event of any violation, Landlord shall have ten (10) business days to cure such violation following written notice from Tenant. In the event that Landlord fails to remove the improvements and/or plants and/or objects in question within such ten (10) business day period, Tenant shall have the right to remove any such improvement and/or trim any such plant and/or remove any such object and to recover the cost of the same against the person who constructed the improvement, planted the plant or placed the object in the Visibility Corridor pursuant to the REA. As an alternative to the remedies that Tenant has under the REA, in the event that Tenant incurs any cost in removing improvements and/or trimming plants and/or removing objects from the Visibility Corridor, Tenant shall have the right to offset the reasonable amount of such cost against future rent payments due under this Lease. In addition, in the event that Landlord is approached by any owner of Adjacent Land with a request to place any improvement, planting or object in the Visibility Corridor that would require an increase in the height of any Structure in order to preserve the visibility of the Structure within the Visibility Corridor, Tenant shall negotiate with Landlord in good faith for terms and conditions (including financial terms and conditions) for increasing the height of such Structure; provided however, that Tenant has no obligation to raise the height of the Structure if in Tenant's good faith opinion the value of the Structure would be diminished as a result. Without limiting the effect of anything in the Lease, any increase in the height of a Structure shall require compliance with all applicable laws and be subject to any required governmental approvals. Nothing herein shall be deemed to prevent Landlord, Tenant or the City of Irwindale from consulting with one another at any time regarding the matters referred to in this Section 3; provided, however, that in the event that Tenant elects to increase the height of any Structure depicted on Exhibit C-1 of the REA, Tenant agrees to consult with Landlord, the City of Irwindale and the owner of the Adjacent Land, before making any plans to do so and also agrees to comply with all applicable laws and secure any required governmental approvals.

During the term of this Lease, Tenant shall have one opportunity each to increase the height of any Structure depicted on Exhibit C-1 of the REA. In the event that Tenant elects to increase the height of any such Structure, Tenant hereby agrees that it shall increase the height of each such Structure to a minimum height of approximately twenty-five (25) feet measured from finished reclamation grade to the bottom of the display face of the Structure. Following any increase in the height of a Structure, Tenant shall at all times have the right to at least fifteen (15) feet of unobstructed visibility from the bottom of the display face (or such lesser amount as Tenant shall deem necessary in its sole discretion) throughout the Visibility Corridor, in order to preserve unobstructed visibility to the Structure(s). In that event, Tenant shall have the right to offset the reasonable cost of increasing the height of each such Structure up to approximately twenty-five (25) feet measured to the bottom of the display face of the Structure (but not any higher than approximately thirty (30) feet), against future rent payments due under this Lease; provided, however, that in the event that Tenant elects to convert any Structure to support digital display faces, Tenant shall not have the right to offset any part of the cost of such increase in height against future rent payments due under this Lease. Without limiting the effect of anything in the Lease, any increase in the height of a Structure shall require compliance with all applicable laws be subject to any required governmental approvals.

Landlord and Tenant acknowledge and agree that included in increasing the height of any Structure depicted on Exhibit C-1 of the REA, is modification or replacement of the supporting pole and/or foundation that constitute part of the Structure.

4. Promptly following the Effective Date and at the earliest possible time thereafter, Tenant shall file such applications, pay such fees and take such other steps as may be required to diligently seek Final

Approval of the following: (i) a Development Agreement with the City of Irwindale, (ii) all governmental approvals required by the City of Irwindale, and (iii) all required third party approvals, including without limitation from the State of California Department of Transportation ("Caltrans") and any utility provider (collectively, "Governmental Approval"), allowing Tenant to replace two (2) existing Structures of its choice with printed display faces ("Old Sign(s)") with two (2) Structures, each with two digital display faces ("New Sign(s)"). As used herein, "Final Approval" shall mean and refer to (a) that any ordinance required to be passed with respect thereto has taken effect, (b) no notice of referendum or initiative with respect thereto has been published or publicized, and (c) no litigation with respect to the matter described in clause (b) above in this paragraph has been filed within the time period provided by law or any litigation which has been filed has been prosecuted and resolved to Landlord's satisfaction in a manner that is not subject to remand to lower courts or governmental agencies.

For purposes of this Agreement, Tenant will be deemed to have been unable to obtain Final Approval if the City of Irwindale or Caltrans denies approval of Tenant's application or imposes conditions of approval which are unacceptable to Tenant, in its reasonable discretion. Landlord shall reasonably cooperate with Tenant in seeking and obtaining Governmental Approval.

If Tenant is able to obtain Final Approval, allowing Tenant to replace the Old Signs with the New Signs, then on the date that is six (6) months from the date Final Approval is received or the date the first New Sign is fully operational and capable of displaying digital advertising, whichever is sooner, Tenant shall pay Landlord increased rent (the "Digital Rent") with respect to one of the New Signs in the annual base rent amount of One Hundred Five Thousand Dollars (\$105,000.00) per face (Two Hundred and Ten Thousand Dollars (\$210,000.00) per Structure with two digital faces), in lieu of the static rent set forth on Exhibit B, with annual base rent increases of 2.5% on each anniversary of such base rent increase, commencing on the first day of the calendar month following the month in which Final Approval occurs and such Digital Rent shall be payable to Landlord in twelve (12) equal monthly installments, which installments shall be due and payable on or before the first day of each month during the Term. In that event, Exhibit B of this Lease shall be automatically amended (without further action being requested by Landlord or Tenant) to replace the static rent amount with the Digital Rent amount with respect to such New Sign. In addition, Tenant shall pay Digital Rent with respect to the second New Sign, commencing on the fourth anniversary of payment of Digital Rent with respect to the first New Sign (the "Digital Anniversary Date"), in the annual base rent amount of One Hundred Five Thousand Dollars (\$105,000.00) per face (Two Hundred and Ten Thousand Dollars (\$210,000.00) per Structure with two digital faces) in lieu of the static rent set forth on Exhibit B, with annual base rent increases of 2.5% on each anniversary of such base rent increase and such increased rent shall be payable to Landlord in twelve equal monthly installments, which installments shall be due and payable on or before the first day of each month during the Term. In that event, Exhibit B of this Lease shall be automatically amended (without further action being required by Landlord or Tenant) to replace the static rent amount with the Digital Rent amount with respect to the second New Sign. Notwithstanding the foregoing, provided that Tenant has received Final Approval for the second New Sign, Tenant may elect to construct and operate the second New Sign as a digital sign at any time or not at all, provided that Tenant shall in any case commence paying Digital Rent for such second New Sign on the Digital Anniversary Date. The Digital Rent with respect to the first New Sign and the Digital Rent with respect to the second New Sign shall be collectively referred to herein as "Digital Rents".

Landlord and Tenant acknowledge that, as a condition of any Development Agreement between Tenant and the City of Irwindale, Tenant may be required to pay an annual development fee to the City of Irwindale with respect to the New Signs. In the event that Tenant is required to pay such a development fee, the Digital Rents shall be deemed amended from time to time to reflect the development fee for such year. In that event, Tenant is hereby authorized to deduct from each monthly Digital Rent payment with respect to the applicable New Sign, one-twelfth (1/12th) of the applicable development fee per such year. Landlord and Tenant also acknowledge that the rent increase with respect to the New Signs shall commence effective on the dates indicated in this Section 4, irrespective of whether digital face structures have been installed or are operating.

5. Tenant has the sole right to make any necessary applications with, and obtain permits from, governmental entities for the construction, use, maintenance, and removal of the Structures, and Landlord shall reasonably cooperate at no cost to Landlord and hereby grants Tenant a limited power of attorney solely for this purpose. All such permits shall remain the property of Tenant. Tenant may elect, but shall have no obligation, to pursue any zoning matter or to continue to maintain any permit. Tenant is the owner of the Structures under this Lease and has the right to remove the Structures at any time or within one hundred twenty (120) days following the termination or expiration of this Lease. Landlord shall provide all reasonably necessary access to Tenant for such removal. If for any reason not caused by Tenant, the Structures are removed, materially damaged or destroyed, all rent payments shall cease until the Structures are rebuilt, provided Tenant is reasonably pursuing. If the Structures are removed for any reason, only the above-ground portions of the Structures need be removed and the area immediately surrounding the foundation shall be restored, reasonable wear and tear excepted.

6. Landlord and Landlord's tenants, agents, employees or other persons acting on Landlord's behalf, shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord which, in Tenant's sole and reasonable opinion, would obstruct access to the Property or to the extent that an Object is placed within the Visibility Corridor which is depicted and legally described in Exhibits C-1 and C-2, respectively of the REA, which in Tenant's sole and reasonable opinion, would obstruct all or any portion of the view of the advertising copy on the Structures. If Landlord fails to remove the obstruction within five (5) days after notice from Tenant, Tenant may in its sole discretion: (a) remove the obstruction at Landlord's expense; (b) cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease and the actual costs incurred by Tenant for the purchase and installation of the digital face(s) on the Structures prorated over a seven (7) year period, if applicable; or (c) reduce the rent to One Hundred Dollars (\$100.00) per year while the obstruction continues. Tenant may trim any trees and vegetation currently on the Property and on any neighboring property owned or controlled by the Landlord as often as Tenant in its sole and reasonable discretion deems appropriate to prevent obstructions. Without limiting the foregoing, Landlord shall not permit any neighboring property owned or controlled by Landlord to be used for off-premise advertising.

7. If, in Tenant's sole and reasonable opinion, for any reason not caused by Tenant: (a) the view of the advertising copy on any Structure becomes entirely or partially obstructed by an Object placed within the Visibility Corridor depicted and legally described in Exhibits C-1 and C-2, respectively of the REA; (b) electrical service or illumination is unavailable or restricted to any Structure; (c) the Property cannot safely be used for the erection or maintenance of one or more of the Structures for any reason; (d) there is a diversion, substantial reduction or change in directional flow of traffic from Interstate 210; (e) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of one or more of the Structures; or (f) the use of any Structure is prevented or restricted by law, or Tenant is compelled or required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately at its option either: (i) reduce rent in direct proportion to the loss suffered (on a Structure -by- Structure basis) for so long as such loss continues; or (ii) cancel this Lease as to the impaired Structure or Structures and receive all pre-paid rent for any unexpired term of this Lease.

8. If the Structures or the Property, or any part thereof, is condemned by proper authorities; taken without the exercise of eminent domain, whether permanently or temporarily; or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to relocate the Structures on Landlord's remaining adjacent property or to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to all compensation and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures, value of permits, if any, and Tenant's leasehold interest in this Lease, and/or relocation assistance. Landlord shall assert no rights in Tenant's interests. If condemnation proceedings are initiated, Landlord shall include Tenant as a party thereto. No right of termination set forth anywhere in this Lease may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain. Neither party may apportion the other party's awarded interest without the express written consent of said party.

9. Landlord represents that it is the owner (or owner's authorized agent) of the Property, and

both Landlord and Tenant represent to the other party that it has the authority to enter into this Lease. Landlord shall defend and indemnify Tenant from any claims, demands, attorneys' fees, costs and expenses made against or incurred by Tenant as a result of Landlord's breach of this provision. In addition, Landlord agrees to immediately reimburse Tenant for any rent that was improperly received by Landlord as a result of its breach of this provision. Tenant shall indemnify and hold Landlord harmless from all injuries to the Property or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors or the Structures themselves. Landlord shall indemnify and hold Tenant, its parents and affiliates harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors.

10. Intentionally Deleted.

11. If (a) Tenant has not been informed of the current address of Landlord or its authorized agent, or (b) two or more of the monthly payments sent by Tenant are not deposited by Landlord within ninety (90) days after the last such payment is sent by Tenant, then no further rent shall be payable hereunder for the period commencing with the due date of the first such payment not deposited and continuing until Landlord (i) gives Tenant notice of its business address or that of its authorized agent or (ii) deposits all previous payments. In either case, Tenant's rent obligations shall be reinstated retroactively as if neither event described in (a) or (b) of this section had occurred, and such action will not be considered a breach of the Lease by Tenant.

12. This Lease is binding upon the heirs, assigns and successors of both Landlord and Tenant. Landlord agrees not to assign this Lease to any competitor of Tenant without Tenant's written permission. Except as provided in the immediately preceding sentence, both Landlord and Tenant shall have the absolute right to assign or sublet.

13. Any notice to any party under this Lease shall be in writing by commercial carrier, certified or registered mail, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified below, or (b) the date which is three (3) days after mailing (postage prepaid) by commercial carrier, certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

If to Landlord:
CalMat Co.
Attn: Property Manager
500 N. Brand Blvd., Ste 500
Glendale, CA 91203

If to Tenant:
Clear Channel Outdoor
19320 Harborage Way
Torrance, CA 90501
Attn: VP, Real Estate & Public Affairs

With a copy to:
Vulcan Materials Company
Attn: Accounting Services
1200 Urban Center Dr.
Birmingham, AL 35242

With a copy to:
Clear Channel Outdoor
Attn: Legal Department
2325 East Camelback Road, Ste. 400
Phoenix, AZ 85016

14. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state and county in which the Property is located, as the same may from time to time exist without regard to conflicts of law provisions. If suit is brought (or arbitration instituted) or an attorney is retained by any party to this Lease because the other party breached this Lease, the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses. Each of Landlord and Tenant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Lease or the transactions contemplated hereby. Neither party shall be liable for punitive damages arising under or related to this Lease.

15. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord and

Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit "C" without Landlord's signature, including a limited power of attorney solely for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party, subject to the requirements of applicable law. Such agreement shall survive the termination of this Lease.

16. No later than thirty (30) days after the Effective Date, but subject to receipt by Tenant of all requisite approvals from local authorities and its utility provider (Southern California Edison), Tenant shall cause the power pole, depicted on the site map attached hereto as Exhibit "D" (the "Site Map"), to be removed and relocated onto the portion of the Premises that is labeled on the Site Map as "Proposed Billboard Lot to City Of Irwindale" with respect to "Existing Billboard No. 5".

17. Landlord shall have, prior to the Effective Date, recorded a Declaration of Reciprocal Easements and Restrictions ("Declaration") in the Official Records of the County of Los Angeles, providing for: (i) ingress and egress between the Billboard Lots described in Exhibit "A" and Foothill Boulevard, and (ii) a utilities corridor facilitating electrical service to the five (5) Billboard Lots described in Exhibit "A", which Declaration shall be subject to Tenant's approval, which approval shall not be unreasonably withheld or delayed. Landlord agrees to disclose the Declaration to any assignee of the Property.

18. Landlord retains the right to reasonable access to the Premises; provided, however, that Landlord shall not unreasonably interfere with Tenant's business at the Premises.

19. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

TENANT:
CLEAR CHANNEL OUTDOOR, LLC.

By: 
Name: Bryan Parker
Its: EVP, Real Estate & Public Affairs

Telephone No. Telephone No.
Facsimile No. Fax No.

LANDLORD:
CalMat Co., a Delaware corporation

By: _____
Name: Name
Its: Title

Telephone No. Telephone No.
Facsimile No. Fax No.
SS or Tax ID No. SS or Tax ID No.

Tenant agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease in the form attached hereto as Exhibit "C" without Landlord's signature, including a limited power of attorney solely for such purpose. Landlord understands that the terms of this Lease are proprietary and confidential and Tenant would be damaged by the unauthorized disclosure of the terms. Therefore, Landlord agrees not to disclose the terms to any third party, subject to the requirements of applicable law. Such agreement shall survive the termination of this Lease.

16. No later than thirty (30) days after the Effective Date, but subject to receipt by Tenant of all requisite approvals from local authorities and its utility provider (Southern California Edison), Tenant shall cause the power pole, depicted on the site map attached hereto as Exhibit "D" (the "Site Map"), to be removed and relocated onto the portion of the Premises that is labeled on the Site Map as "Proposed Billboard Lot to City Of Irwindale" with respect to "Existing Billboard No. 5".

17. Landlord shall have, prior to the Effective Date, recorded a Declaration of Reciprocal Easements and Restrictions ("Declaration") in the Official Records of the County of Los Angeles, providing for: (i) ingress and egress between the Billboard Lots described in Exhibit "A" and Foothill Boulevard, and (ii) a utilities corridor facilitating electrical service to the five (5) Billboard Lots described in Exhibit "A", which Declaration shall be subject to Tenant's approval, which approval shall not be unreasonably withheld or delayed. Landlord agrees to disclose the Declaration to any assignee of the Property.

18. Landlord retains the right to reasonable access to the Premises; provided, however, that Landlord shall not unreasonably interfere with Tenant's business at the Premises.

19. This Lease may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

TENANT:
CLEAR CHANNEL OUTDOOR, LLC.

By: _____

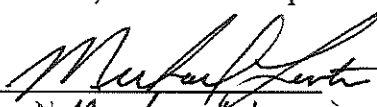
Name: Name

Its: Title

Telephone No. Telephone No.

Facsimile No. Fax No.

LANDLORD:
CalMat Co., a Delaware corporation

By: 

Name: Name

Its: Title

Telephone No. Telephone No.

Facsimile No. Fax No.

SS or Tax ID No. SS or Tax ID No.

EXHIBIT A

LEGAL DESCRIPTION AND IDENTIFICATION OF PREMISES LOCATIONS

LEGAL DESCRIPTION

BILLBOARD PARCELS

VULCAN MATERIALS -RELIANCE LANDFILL SITE

BILLBOARD PARCEL NO. 1

THAT PORTION OF LOT 3, SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 3 AND THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG SAID NORTHERLY BOUNDARY OF SAID PARCEL 1A, S.66°21'19"E. 98.18 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY S.66°21'19"E. 80.00 FEET;

THENCE, LEAVING SAID NORTHERLY BOUNDARY N.23°38'41"E. 60.00 FEET;

THENCE, N. 66°21'19"W. 80.00 FEET;

THENCE, S.23°38'41"W. 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4800 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO.2

THAT PORTION OF LOT 7, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.66°21'19"W. 750.20' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEASTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2357.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'48" AN ARC LENGTH OF 65.68 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 1°59'43" AN ARC LENGTH OF 82.08 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.20°03'10"E. 60.00 FEET;

THENCE, N. 68°56'59"W. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.22°02'53"W. 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4881 SQUARE FEET OR 0.11 ACRES, MORE OR LESS

BILLBOARD PARCEL NO.3

THAT PORTION OF LOT 7, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.66°21'19"W. 750.20' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEASTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2357.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°21'47" AN ARC LENGTH OF 919.95 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING EASTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 01°59'43" AN ARC LENGTH OF 82.08 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.00°42'49"W. 60.00 FEET;

THENCE, N. 89°42'58"W. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.01°16'54"W. 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4881 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 4

THAT PORTION OF LOT 15, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.69°21'30"E. 533.32' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHWESTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1920.00 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°56'51" AN ARC LENGTH OF 98.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 2°27'51" AN ARC LENGTH OF 82.58 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.15°13'48"W. 60.00 FEET;

THENCE, N. 73°32'16"E. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.17°41'39"E. 60.00 FEET TO THE **TRUE POINT OF BEGINNING**.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4900 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 5

THAT PORTION OF LOT 15, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.84°41'48"W. 28.40' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG THE WESTERLY LINE OF PARCEL 1H OF SAID FINAL ORDER OF CONDEMNATION N.05°18'38"E 60.00 FEET;

THENCE, LEAVING SAID WESTERLY LINE N. 84°41'48"W. 45.76 FEET;

THENCE, S.63°02'38"W. 60.88 FEET;

THENCE, S. 26°57'22"E. 60.00 FEET TO SAID NORTHERLY BOUNDARY OF PARCEL 1A;

THENCE, ALONG SAID NORTHERLY BOUNDARY N.63°02'55"E. 43.52 FEET; THENCE,

S.84°41'48"E. 28.40 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 5356 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

[End of Legal Description].

EXHIBIT "B"

RENT SCHEDULE FOR STATIC BOARDS

		6010 - F/W (14' x 48')	6011 - F/E (14' x 48')	6012 - F/W (14' x 48')	6013 - F/E (14' x 48')	6014 - F/W (19' 6" x 48')	6015 - F/E (14' x 48')	6016 - F/W (14' x 48')	6017 - F/E (14' x 48')	6018 - F/W (14' x 48')	6019 - F/E (14' x 48')	Total
Year 1	1.5 %	\$27,477	\$27,477	\$34,736	\$27,477	\$61,242	\$27,477	\$27,477	\$27,477	\$27,477	\$35,536	\$323,853
Year 2	1.5 %	\$27,889	\$27,889	\$35,257	\$27,889	\$62,161	\$27,889	\$27,889	\$27,889	\$27,889	\$36,069	\$328,711
Year 3	1.5 %	\$28,308	\$28,308	\$35,786	\$28,308	\$63,093	\$28,308	\$28,308	\$28,308	\$28,308	\$36,610	\$333,642
Year 4	1.5 %	\$28,732	\$28,732	\$36,323	\$28,732	\$64,039	\$28,732	\$28,732	\$28,732	\$28,732	\$37,159	\$338,647
Year 5	1.5 %	\$29,163	\$29,163	\$36,867	\$29,163	\$65,000	\$29,163	\$29,163	\$29,163	\$29,163	\$37,717	\$343,726
Year 6	1.5 %	\$29,601	\$29,601	\$37,420	\$29,601	\$65,975	\$29,601	\$29,601	\$29,601	\$29,601	\$38,282	\$348,882
Year 7	1.5 %	\$30,045	\$30,045	\$37,982	\$30,045	\$66,965	\$30,045	\$30,045	\$30,045	\$30,045	\$38,857	\$354,115
Year 8	1.5 %	\$30,495	\$30,495	\$38,551	\$30,495	\$67,969	\$30,495	\$30,495	\$30,495	\$30,495	\$39,440	\$359,427
Year 9	1.5 %	\$30,953	\$30,953	\$39,130	\$30,953	\$68,989	\$30,953	\$30,953	\$30,953	\$30,953	\$40,031	\$364,819
Year 10	1.5 %	\$31,417	\$31,417	\$39,717	\$31,417	\$70,024	\$31,417	\$31,417	\$31,417	\$31,417	\$40,632	\$370,291
Year 11	1.5 %	\$31,888	\$31,888	\$40,312	\$31,888	\$71,074	\$31,888	\$31,888	\$31,888	\$31,888	\$41,241	\$375,845
Year 12	1.5 %	\$32,367	\$32,367	\$40,917	\$32,367	\$72,140	\$32,367	\$32,367	\$32,367	\$32,367	\$41,860	\$381,483
Year 13	1.5 %	\$32,852	\$32,852	\$41,531	\$32,852	\$73,222	\$32,852	\$32,852	\$32,852	\$32,852	\$42,488	\$387,205
Year 14	1.5 %	\$33,345	\$33,345	\$42,154	\$33,345	\$74,320	\$33,345	\$33,345	\$33,345	\$33,345	\$43,125	\$393,013
Year 15	1.5 %	\$33,845	\$33,845	\$42,786	\$33,845	\$75,435	\$33,845	\$33,845	\$33,845	\$33,845	\$43,772	\$398,908
Year 16	1.5 %	\$34,353	\$34,353	\$43,428	\$34,353	\$76,567	\$34,353	\$34,353	\$34,353	\$34,353	\$44,428	\$404,892
Year 17	1.5 %	\$34,868	\$34,868	\$44,079	\$34,868	\$77,715	\$34,868	\$34,868	\$34,868	\$34,868	\$45,095	\$410,965
Year 18	1.5 %	\$35,391	\$35,391	\$44,740	\$35,391	\$78,881	\$35,391	\$35,391	\$35,391	\$35,391	\$45,771	\$417,130
Year 19	1.5 %	\$35,922	\$35,922	\$45,412	\$35,922	\$80,064	\$35,922	\$35,922	\$35,922	\$35,922	\$46,458	\$423,387
Year 20	1.5 %	\$36,461	\$36,461	\$46,093	\$36,461	\$81,265	\$36,461	\$36,461	\$36,461	\$36,461	\$47,155	\$429,738
Year 21	1.5 %	\$37,008	\$37,008	\$46,784	\$37,008	\$82,484	\$37,008	\$37,008	\$37,008	\$37,008	\$47,862	\$436,184
Year 22	1.5 %	\$37,563	\$37,563	\$47,486	\$37,563	\$83,721	\$37,563	\$37,563	\$37,563	\$37,563	\$48,580	\$442,726
Year 23	1.5 %	\$38,126	\$38,126	\$48,198	\$38,126	\$84,977	\$38,126	\$38,126	\$38,126	\$38,126	\$49,309	\$449,367
Year 24	1.5 %	\$38,698	\$38,698	\$48,921	\$38,698	\$86,252	\$38,698	\$38,698	\$38,698	\$38,698	\$50,048	\$456,108
Year 25	1.5 %	\$39,279	\$39,279	\$49,655	\$39,279	\$87,546	\$39,279	\$39,279	\$39,279	\$39,279	\$50,799	\$462,949
Year 26	1.5 %	\$39,868	\$39,868	\$50,400	\$39,868	\$88,859	\$39,868	\$39,868	\$39,868	\$39,868	\$51,561	\$469,894
Year 27	1.5 %	\$40,466	\$40,466	\$51,156	\$40,466	\$90,192	\$40,466	\$40,466	\$40,466	\$40,466	\$52,334	\$476,942
Year 28	1.5 %	\$41,073	\$41,073	\$51,923	\$41,073	\$91,545	\$41,073	\$41,073	\$41,073	\$41,073	\$53,119	\$484,096
Year 29	1.5 %	\$41,689	\$41,689	\$52,702	\$41,689	\$92,918	\$41,689	\$41,689	\$41,689	\$41,689	\$53,916	\$491,358

Year 30	1.5 %	\$42,314	\$42,314	\$53,493	\$42,314	\$94,312	\$42,314	\$42,314	\$42,314	\$42,314	\$54,725	\$498,728
		\$1,031,453	\$1,031,453	\$1,303,938	\$1,031,453	\$2,298,946	\$1,031,453	\$1,031,453	\$1,031,453	\$1,031,453	\$1,333,978	\$12,157,032

EXHIBIT "C"

MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

CLEAR CHANNEL OUTDOOR, LLC.
Attn: Legal Department
2325 East Camelback Road, Suite 400
Phoenix, Arizona 85016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made by [INSERT LANDLORD'S NAME, INCLUDING "INC.", "LLC," ETC, AND STATE WHERE FORMED], _____, ("Landlord"), whose address is _____ and CLEAR CHANNEL OUTDOOR, LLC., a Delaware limited liability address is _____ company ("Tenant"), whose upon the following terms:

1. Landlord is the owner of the following described Property:

[INSERT A LEGAL DESCRIPTION]

2. Landlord and Tenant have entered into that certain Insert Name of Lease, dated Insert Date (the "Lease"), wherein Tenant has leased portion(s) of the Property for the construction, maintenance and operation of one or more outdoor advertising structures for a term beginning Insert Date, and continuing for a maximum period of _____, including extensions and renewals, if any.

3. Under the Lease, Tenant has the right to record this Memorandum without the signature of Landlord.

4. The purpose of this Memorandum is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Tenant and Landlord have executed this Memorandum as of the ____ day of
____, 20____.

TENANT:

CLEAR CHANNEL OUTDOOR, LLC., a Delaware limited
liability company

By: _____

Name: Name

Title: Title

LANDLORD:

[INSERT LANDLORD'S NAME, INCLUDING "INC.," "LLC," ETC,
AND STATE WHERE FORMED]

By: _____ Name: Name
Title:
Title

[Acknowledgements Next Pages]

This Notary Acknowledgement is attached to a document entitled *Memorandum of Lease*

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 _____)
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaci-
ty(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 _____ (Seal)

This Notary Acknowledgement is attached to a document entitled *Memorandum of Lease*

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 _____)
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)
personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capaci-
ty(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.

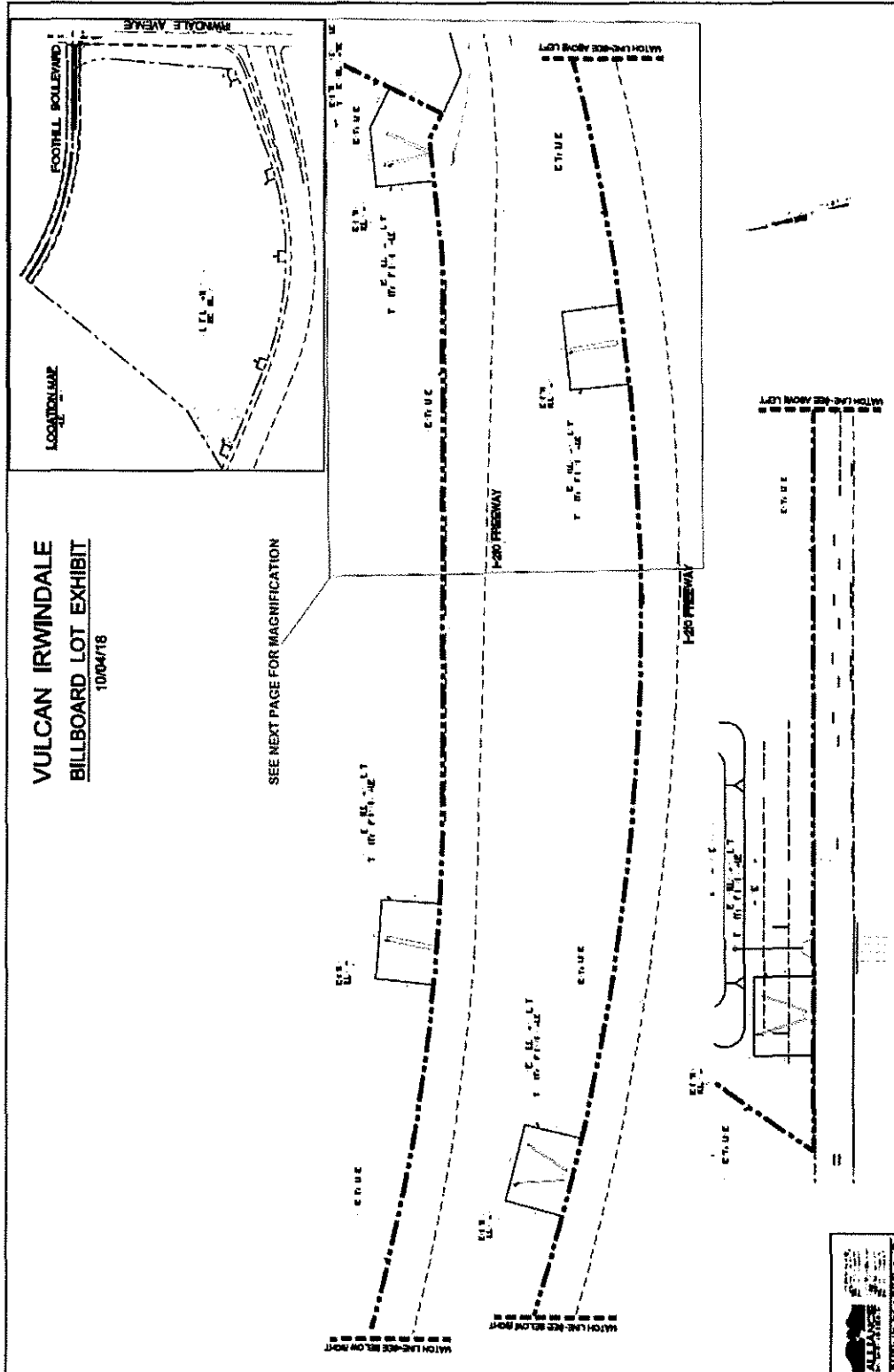
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph
is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "D"

Site Map



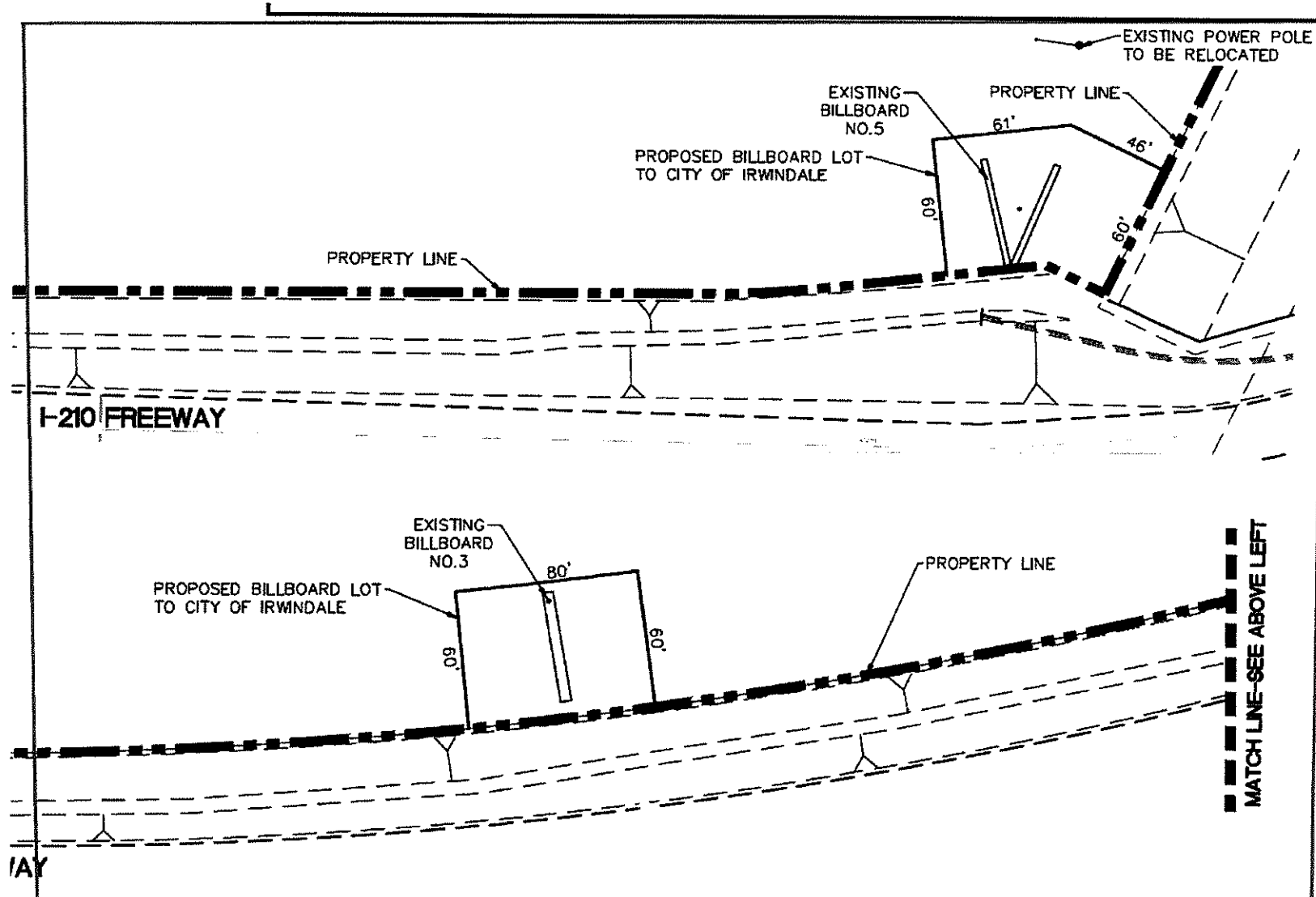


EXHIBIT "E"

DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIONS

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Calmat Co.

APNs

Space Above This Line For Recorder's Use Only

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

This Reciprocal Easement Agreement with Covenants, Conditions and Restrictions ("**Declaration**") is made and entered into effective the ____ day of _____, 201__ ("**Agreement Date**"), by Calmat Co., a Delaware corporation, successor-in-interest by merger to Conrock Co., a Delaware corporation, which acquired title as Consolidated Rock Products Co., a Delaware corporation ("**Declarant**"). The City of Irwindale, California general law municipality ("**City**") is a third party beneficiary of this Declaration which may not be modified or amended without the written consent of the City in accordance with this Declaration.

RECITALS

A. Declarant is the owner of that certain real property located in the City of Irwindale, County of Los Angeles, State of California ("**Declarant Property**"), consisting of a number of parcels as described on Exhibit "A" attached hereto and incorporated herein by reference.

B. Declarant wishes to make this Declaration in order to reserve and establish for the benefit of the Declarant Property, Declarant and all future owners and Tenants of the Declarant Property or any portion thereof, certain reciprocal access and utility easements, and certain other non-reciprocal restrictions, within and affecting the Declarant Property for pedestrian and vehicular ingress and egress, for utility service and for other related purposes, upon the terms set forth herein.

C. Concurrently with this Declaration, the City has been requested to issue a Certificate of Compliance under the Subdivision Map Act ("**CofC**") for the parcels constituting the Declarant Property. City is willing to issue the CofC upon the condition that this Declaration is concurrently recorded with the CofC to establish reciprocal access and utility easements among the parcels.

D. Accordingly the City is a third party beneficiary of this Declaration which cannot be rescinded, modified or amended without the written consent of City as set forth below.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the covenants contained herein, Declarant hereby declares as follows:

1. **Effective Date.** This Declaration shall be effective on the date recorded in the Official Records of Los Angeles County concurrently with the recordation of the CofC ("**Effective Date**").

2. **Representations and Warranties.** As of the Effective Date, Declarant represents and warrants to City that (i) Declarant owns fee title to the Declarant Property; (ii) Declarant has authority to execute this Declaration and to bind the Declarant and Declarant Property; and (iii) there are no monetary liens on the Declarant Property, except for liens for Los Angeles County secured taxes, which are not yet due and payable.

3. **Declaration.** Declarant hereby declares that the Declarant Property and each parcel thereof shall be sold, leased, mortgaged, encumbered, rented, developed, improved, conveyed, repaired, occupied and used subject to the covenants, conditions, restrictions, easements and rights set forth in this Declaration, each and all of which: (i) are hereby expressly imposed on each and every parcel (as such parcel may be created and/or reconfigured from time to time) comprising the Declarant Property as mutual, beneficial, equitable servitudes in favor of and for the mutual use and benefit of the Declarant Property, Declarant and all subsequent owners of the Declarant Property, (ii) are hereby expressly declared to be binding upon the Declarant Property, Declarant and all subsequent owners of the Declarant Property, and (iii) shall run with the land of the Declarant Property and each and every parcel thereof, inuring to the benefit of and being a burden on the Declarant Property and shall bind the owners of each parcel comprising the Declarant Property.

4. **Reciprocal Access Easements.** Declarant hereby establishes, reserves and grants, for the benefit of the City and of each owner of all or any parcel of the Declarant Property and their respective tenants, invitees, successors and assigns, reciprocal non-exclusive perpetual easements appurtenant to each parcel of the Declarant Property, for access, ingress and egress to and from Foothill Boulevard, over and across access roads identified by Declarant from time to time (collectively, the "**Access Roads**"), for the purposes of ingress and egress on foot and by motor vehicle for the reasonable enjoyment, comfort and convenience of owners of all or any parcel of the Declarant Property, and their respective tenants, invitees, successors and assigns; provided, however, that Declarant hereby specifically locates the Access Roads in the locations legally described in Exhibit "B-1" and depicted in Exhibit "B-2". Declarant may alter, redesign, reconfigure, expand or relocate the Access Roads from time to time with the written consent of the City and provided that any owners and tenants of the Declarant Property have access at all times. Each owner of all or any parcel of the Declarant Property, including Declarant, if Declarant owns any parcels, shall maintain the portion of any Access Roads located on its parcel in good condition and repair at all times at its sole cost and expense; provided, however, that (a) each owner shall have no right to recover the cost of such maintenance from any other owner, and (b) without limiting the effect of the provisions of Section 6 below, each owner shall indemnify, defend and hold Declarant and all other owners free and harmless from any and all loss, cost or liability associated with such maintenance. City intends to use the Access Roads to gain access to the Declarant Property and each portion thereof, in order to carry out the City's municipal functions.

5. **Utility Easements.** Declarant hereby establishes, reserves and grants, for the benefit of each owner of all or any parcel of the Declarant Property and their respective tenants, successors and assigns, non-exclusive perpetual easements appurtenant to each parcel of the Declarant Property, over, across, upon, in, under and through the Declarant Property, for the installation, operation, utilization, repair, replacement and maintenance of underground public and private utilities serving the Declarant Property at locations identified by Declarant and from time to time (collectively, the "**Utility Easements**"); provided, however, that Declarant hereby specifically locates the Utility Easements in

the locations legally described in Exhibit "B-1" and depicted in Exhibit "B-2". Declarant may alter, redesign, reconfigure, expand or relocate the Utility Easements from time to time with the written consent of the City. Notwithstanding the foregoing, the rights granted pursuant to such Utility Easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of the Declarant Property; and provided further, except in an emergency, the right of any person to enter upon any other parcel for the exercise of any right pursuant to such Utility Easements, shall be conditioned upon obtaining the prior written consent of Declarant, which consent shall not be unreasonably withheld, conditioned or delayed. All such systems, structures, mains, sewers, conduits, lines and other utility facilities shall be installed and maintained below the surface or ground level of the Declarant Property. In the event that it becomes necessary to grant any of the foregoing easements and rights to local utility companies as a condition of their providing or continuing service, such rights shall be granted so long as Declarant deems the terms and conditions of such a grant to be acceptable, in Declarant's reasonable discretion. Declarant reserves the right to relocate Utility Easements and the facilities within them, from time to time, at Declarant's cost and upon the written approval of the City. Each owner of all or any parcel of the Declarant Property, including Declarant, if Declarant owns any parcels, (a) shall maintain the portion of the Utility Easements and the facilities therein located on its property in good condition and repair at all times at its sole cost and expense; provided, however, that each owner shall have no right to recover the cost of such maintenance from any other owner; and (b) without limiting the effect of the provisions of Section 6 below, each owner shall indemnify, defend and hold Declarant and any other owner, free and harmless from any and all loss, cost or liability associated with such maintenance.

6. **Visibility Restrictions.** In addition to the foregoing reciprocal easements, Declarant hereby declares the existence of a visibility corridor that shall apply to certain land lying south of the line depicted in Exhibit C-1 attached hereto and incorporated herein by reference and legally described in Exhibit C-2 attached hereto and incorporated herein by reference, in order to prevent obstruction of each of the five (5) outdoor advertising signs depicted on Exhibit C-1 hereto ("Visibility Corridor"). In connection with the Visibility Corridor, Declarant hereby imposes the following restrictions with respect to the Declarant Property:

(a) Declarant and its successors-in-interest shall not make any improvements, plant any plants or place any objects in the Visibility Corridor that exceed a height of more than ten (10) feet above the finished reclamation grade, as identified in Exhibit C-1 ("Maximum Permitted Height"):

(b) In the event of a violation, the owner of such outdoor advertising structures shall be authorized to fully or partially remove any such improvements, plants or objects that exceed the Maximum Permitted Height, at the cost of the person who installed the improvement or plant. In the event that such person does not pay any request for reimbursement within ten (10) days following the date of the request, the amount due shall bear interest at the rate of ten (10%) percent per annum from the date of the request until paid in full.

(c) In the event that Declarant or any successor-in-interest wishes to place improvements, plants or any other objects exceeding a height of ten (10) feet in the Visibility Corridor that would require the increase of the height of any sign depicted in Exhibit C-1 in order to prevent obstruction of the visibility of such sign and preserve the related Visibility Corridor, they may approach the owner of the land on which the sign in question is located (which owner is also subject to the provisions of this Declaration) and request that such owner of the land cause the height of such sign to be increased; provided however, that such owner has no obligation to cause the height of such sign to be increased if in the good faith opinion of the sign owner the value of the structure would be

diminished as a result. In that event, the parties shall negotiate in good faith for terms and conditions (including financial terms and conditions) for increasing the height of such sign and modifying the related Visibility Corridor. Following any increase in the height of a sign, there shall at all times be at least fifteen (15) feet of unobstructed visibility from the bottom of the display face (or such lesser amount as the sign owner shall deem necessary in its sole discretion) throughout the Visibility Corridor, in order to preserve unobstructed visibility to the signs.

(d) Nothing herein contained shall be deemed to prevent the Declarant, its successors-in-interest, the City of Irwindale or any Lessee of the City of Irwindale of any land on which a sign depicted on Exhibit C-1 is located ("Lessee"), from consulting with one another at any time regarding any of the matters referred to in this Section 6; provided, however, that in the event that the City of Irwindale or its Lessee elects to increase the height of any such sign, the City of Irwindale agrees to consult with Declarant and its successors-in-interest before making any plans to do so. In addition, in the event that the City of Irwindale or its Lessee elects to increase the height of any sign depicted on Exhibit C-1, the City of Irwindale agrees that following such increase in height, such sign shall be a minimum of approximately twenty-five (25) feet high measured from finished reclamation grade to the bottom of the display face.

(e) Included in increasing the height of any sign depicted on Exhibit C-1, is modification or replacement of the supporting pole and/or foundation of the sign which is being increased in height.

(f) Without limiting the effect of anything in this Declaration, any increase in the height of a sign shall require compliance with all applicable laws and be subject to any required governmental approvals.

7. **Reciprocal Indemnification.** Each of the subsequent fee owners of the Declarant Property or any parcel thereof (each an "Indemnitor") shall indemnify, defend (with counsel acceptable to Declarant) and hold harmless the other owners, including Declarant (such other owners and Declarant are referred to herein as "Indemnitee(s)"), from and against all liabilities, losses, costs, damages, expenses (including reasonable attorneys' fees), claims, suits, actions, causes of action and judgments suffered by any Indemnitee (collectively, "Claims"), in each instance arising from personal injury, bodily injury, death or property damage and resulting from the negligence or willful misconduct of such Indemnitor or its agents or employees in connection with the use of Access Roads and Utility Easements; provided, however, that the foregoing indemnity shall not apply to an Indemnitee to the extent such Indemnitee's negligence or willful misconduct caused such Claims.

8. **Reasonable Use of Easements.** The easements granted and reserved herein shall be used and enjoyed by the owners of parcels of the Declarant Property and their respective tenants, invitees, successors and assigns, in such a manner so as not to unreasonably interfere with, obstruct, delay the conduct and operations of the business of any of the other owners or tenants, including Declarant and their respective tenants, invitees, successors and assigns at any time conducted on the Declarant Property or any portion thereof.

9. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any parcel of the Declarant Property. However, the foregoing shall not negate the rights of City specified in this Declaration. No easements, except those expressly set forth in Section 4 and Section 5 shall be implied by this Declaration.

10. **Grantee's Acceptance.** The grantee of the Declarant Property or any parcel thereof, by acceptance of a deed conveying title thereto, whether from an original fee owner or from a subsequent fee owner of the Declarant Property or any parcel thereof, shall accept such deed upon and subject to each and all of the easements, covenants, conditions, restrictions, reservations, obligations, and servitudes contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs and personal representatives, covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the Declarant Property or any parcel thereof acquired by such grantee. Every person or entity who now or hereafter owns or acquired any right, title or interest in or to any parcel of the Declarant Property is, and shall be, conclusively deemed to have consented and agreed to each and every one of the easements, covenants, conditions, restrictions, reservations, obligations and servitudes contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired such interest. Although persons or entities may be released under this paragraph, the easements, covenants, conditions, restrictions, reservations, obligations, and servitudes, in this Declaration shall continue to be benefits to and servitudes upon the Declarant Property and all the parcels thereof, running with the land.

11. **Covenants Run with the Land.** All covenants and restrictions in this Declaration are intended to satisfy the provisions of Section 1468 of the California Civil Code, and establish covenants running with the land, binding upon the owners of parcels comprising Declarant Property, and their respective successors and assigns with a period of ninety-nine (99) years, and shall thereafter renew automatically for successive ten (10) year periods, unless owners of a majority of the parcels comprising the Declarant Property elects in writing to not renew or extend this Declaration which writing is recorded with the Official Records elects not to renew this Declaration.

12. **Mortgagee Protection.** Breach of any of the covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the development or any part thereof, but all of the foregoing provisions, restrictions and covenants shall be binding upon and effective against any owner whose title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

13. **Survival.** If any clause, sentence or other portion of this Declaration shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

14. **No Merger.** The ownership of the Declarant Property by the same party shall not be deemed a merger nor effect a termination of this Declaration.

15. **Remedies.** Any owner of any parcel of the Declarant Property may prosecute any proceedings at law or in equity against any person or entity violating or attempting to violate any of the agreements, covenants, conditions and restrictions herein, to prevent that owner from so doing and/or to recover damages from or on account of such violation. All costs and expenses of any such suit or proceedings, including reasonable attorneys' fees, as well as any judgment thereof, shall be assessed against the losing party and shall constitute a lien against the real property or the interest therein in the parcel.

16. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Declaration, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including reasonable attorney's fees, incurred in the proceeding.

17. **Qualification; Authority.** Each individual executing this Declaration on behalf of Declarant represents, warrants, and covenants that (i) such entity is duly formed and authorized to do business in the state of its incorporation, (ii) such person is duly authorized to execute and deliver this Declaration on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (iii) such entity and the Declarant Property is bound under the terms of this Declaration.

18. **No Waiver.** The failure to enforce any term, covenant, or condition of this Declaration shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Declaration.

19. **No Third Party Beneficiary; Enforceability.** This Declaration is not to be construed as being for the benefit of any third party except the City. Furthermore, no person other than the owners of any parcel of Declarant Property and the City have standing to enforce or challenge this Declaration, or any termination, amendment or modification of this Declaration.

20. **Other Rights of City; No City Liability.** In the event of any violation or threatened violation of any of the provisions of this Declaration, then in addition to, but not in lieu of, any of the rights or remedies the City may have to enforce the provisions hereof, the City shall have the right to bring an action for anticipatory breach or an equitable action for declaratory relief or injunction. The granting of a right of enforcement to the City does not create a mandatory duty on the part of the City to enforce any provision of this Declaration. The failure of the City to enforce this Declaration shall not constitute a waiver or give rise to a cause of action on the part of any person. No officer or employee of the City shall be personally liable to the Declarant or any owner, for any default or breach by the City under this Declaration.

21. **Termination, Amendment or Modification.** This Declaration may only be terminated, amended or modified by a written document (i) executed and acknowledged by the owners of all the parcels, (ii) approved by the City; and (iii) recorded in the Official Records.

22. **Governing Law.** This Declaration shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.

23. **Severability.** If any provision of this Declaration conflicts with applicable law or is declared invalid or unenforceable, such provision shall be severed from the document and the remainder shall continue to be given full force and effect.

24. **Interpretation.** Section headings or captions used herein are for convenience and do not in any way limit, define or amplify the scope or intent of any provision.

IN WITNESS WHEREOF, the Declaration has been executed by Declarant as of the Agreement Date.

"DECLARANT"

Calmat Co., a Delaware corporation (as
successor-in-interest by merger to Conrock Co., a
Delaware corporation, which acquired title as
Consolidated Rock Products Co., a Delaware
corporation)

By: _____

Name: _____

Its: _____

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the rights granted by Calmat Co., a Delaware corporation to the CITY OF IRWINDALE, a California general law municipality ("City") pursuant to the Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated _____, 201__, is hereby accepted by the undersigned officer on behalf of the City as the third party beneficiary thereof, pursuant to the authority conferred.

Dated: _____, 201__

CITY OF IRWINDALE,
a California general law municipality

By: _____
Name: _____
Its: _____

This Notary Acknowledgement is attached to a document entitled RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

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 _____)

COUNTY OF _____)

On _____, 201__, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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 of Notary Public (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DECLARANT PROPERTY

All that certain real property located in the City of Irwindale, County of Los Angeles, State of California, as more particularly described as follows:

PARCEL A:

THAT PORTION OF LOT 3, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY BOUNDARY OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL B:

THAT PORTION OF LOT 6, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154 PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134 PAGE 165 OF SAID OFFICIAL RECORDS.

PARCEL C:

THAT PORTION OF LOT 7, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF PARCEL 1A OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "D"

THAT PORTION OF LOT 15, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED SOUTHERLY AND EASTERLY BY THE NORTHERLY AND WESTERLY BOUNDARIES OF PARCELS 1A AND 1H RESPECTIVELY OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL "E"

THAT PORTION OF LOT 16, IN SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 43 PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED NORTHERLY BY THE CENTER LINE OF FOOTHILL BOULEVARD 100 FEET WIDE, AS PER DEED RECORDED IN BOOK 7154 PAGE 280 OF OFFICIAL RECORDS OF SAID COUNTY AND RECORDED IN BOOK 7134 PAGE 165 OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED EASTERLY BY THE WESTERLY BOUNDARIES OF PARCEL 1H OF THE LAND DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645 A

CERTIFIED COPY OF WHICH WAS RECORDED ON JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240 OF SAID OFFICIAL RECORDS, AND ALSO BOUNDED EASTERLY BY THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO SOUTHERN PACIFIC RAILROAD COMPANY RECORDED AUGUST 25, 1953 AS INSTRUMENT NO. 1713, IN BOOK 42540 PAGE 267 OF SAID OFFICIAL RECORDS.

EXHIBIT “B-1”

LEGAL DESCRIPTION OF ACCESS ROADS AND UTILITY EASEMENTS

EXHIBIT "B-1"

ACCESS AND UTILITY EASEMENT

THOSE PORTIONS OF LOTS 3, 7, 15 AND 16, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., PER MAP RECORDED IN BOOK 43 PAGE 94, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PARCEL 1A AND THE WESTERLY LINE OF PARCEL 1H AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT SHOWN ON MAP RECORDED IN BOOK 184 PAGES 4 THROUGH 7, INCLUSIVE, OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID NORTHERLY LINE OF PARCEL 1A THE FOLLOWING COURSES:

NORTH 84°40'44" WEST 28.40 FEET;

SOUTH 63°03'42" WEST 95.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 475.00 FEET;

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°18'09" AN ARC DISTANCE OF 52.25 FEET;

TANGENT TO SAID CURVE, SOUTH 69°21'51" WEST 533.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,920.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 20°39'02" EAST;

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°14'27" AN ARC DISTANCE OF 343.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,357.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 10°23'18" EAST;

WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°02'35" AN ARC DISTANCE OF 1,400.44 FEET;

NORTH 66°22'15" WEST 750.47 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 3;

THENCE ALONG SAID WESTERLY LINE OF LOT 3, NORTH 58°37'52" EAST 24.42 FEET;

THENCE LEAVING SAID WESTERLY LINE OF LOT 3, SOUTH 66°22'15" EAST 736.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,337.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 23°39'18" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°51'27" AN ARC DISTANCE OF 1,380.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,900.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 10°10'52" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°25'45" AN ARC DISTANCE OF 246.36 FEET;

THENCE NORTH 05°08'30" EAST 1,484.42 FEET TO A POINT IN THE SOUTHERLY LINE OF FOOTHILL BOULEVARD AS SHOWN ON SAID RECORD OF SURVEY, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,050.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 05°18'23" WEST;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF FOOTHILL BOULEVARD AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°10'50" AN ARC DISTANCE OF 78.02 FEET;

THENCE LEAVING SAID SOUTHERLY LINE OF FOOTHILL BOULEVARD, SOUTH 05°08'30" WEST 265.26 FEET;

THENCE NORTH 84°51'30" WEST 8.00 FEET;

THENCE SOUTH 05°08'30" WEST 1,189.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,900.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 19°55'10" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°43'53" AN ARC DISTANCE OF 24.25 FEET;

THENCE NORTH 68°21'51" EAST 533.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 455.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°18'09" AN ARC DISTANCE OF 50.05 FEET;

THENCE NORTH 63°03'42" EAST 101.50 FEET;

THENCE SOUTH 84°40'44" EAST 34.18 FEET TO A POINT IN SAID WESTERLY LINE OF PARCEL 1H;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 1H, SOUTH 05°18'47" WEST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.877 ACRES, MORE OR LESS



Michael A. Kennada
02-28-19

EXHIBIT "B-2"

DEPICTION OF ACCESS ROADS AND UTILITY EASEMENTS

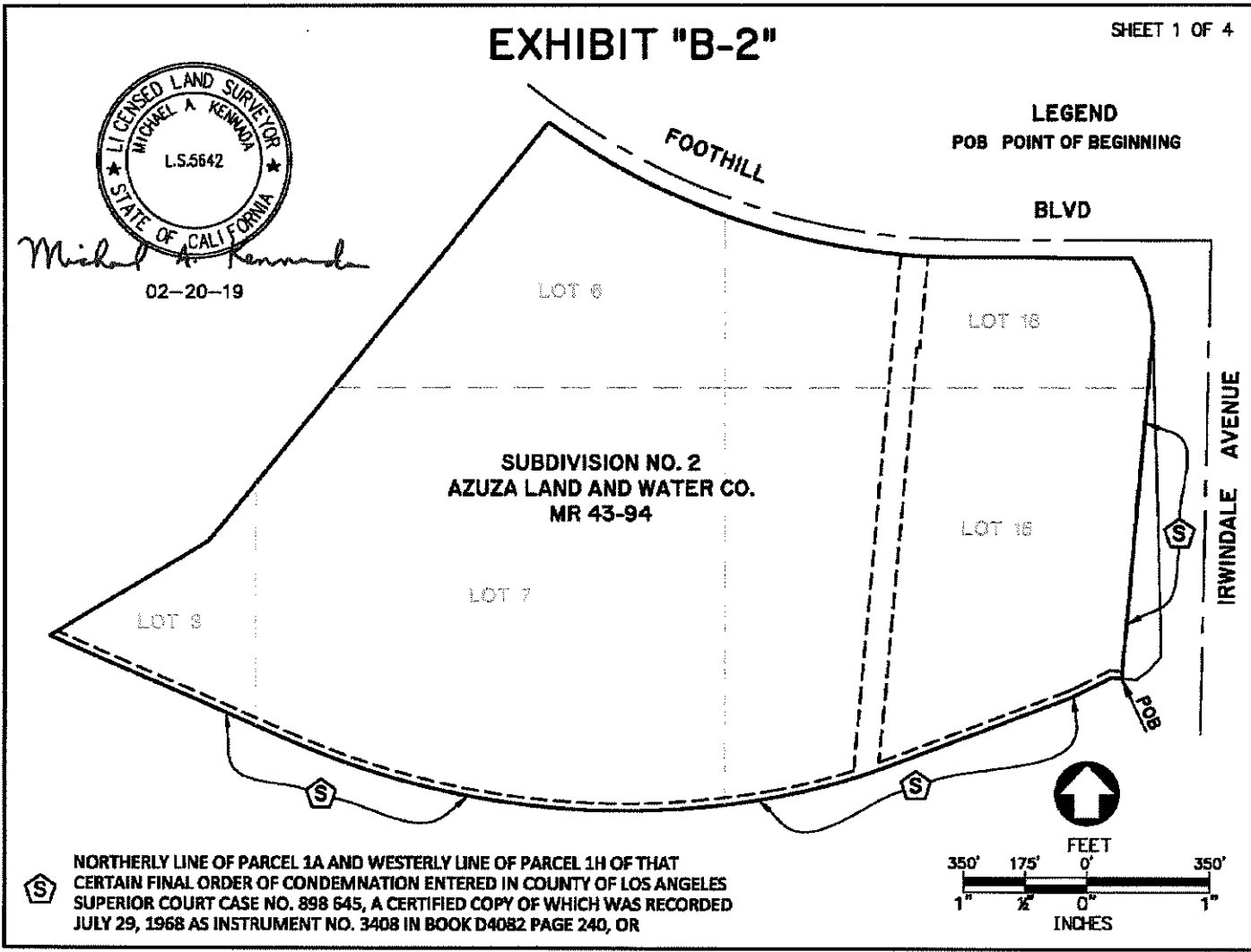


EXHIBIT "B-2"

SHEET 2 OF 4

LINE TABLE		
NO.	BEARING	LENGTH
L1	N84°40'44"W	28.40'
L2	S63°03'42"W	95.72'
L3	N63°03'42"E	101.50'
L4	S84°40'44"E	34.18'
L5	N05°18'47"E	214.21'

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	06°18'09"	475.00'	52.25'
C2	10°14'27"	1920.00'	343.17'
C3	07°25'45"	1900.00'	246.36'
C4	00°43'53"	1900.00'	24.25'
C5	06°18'09"	455.00'	50.05'

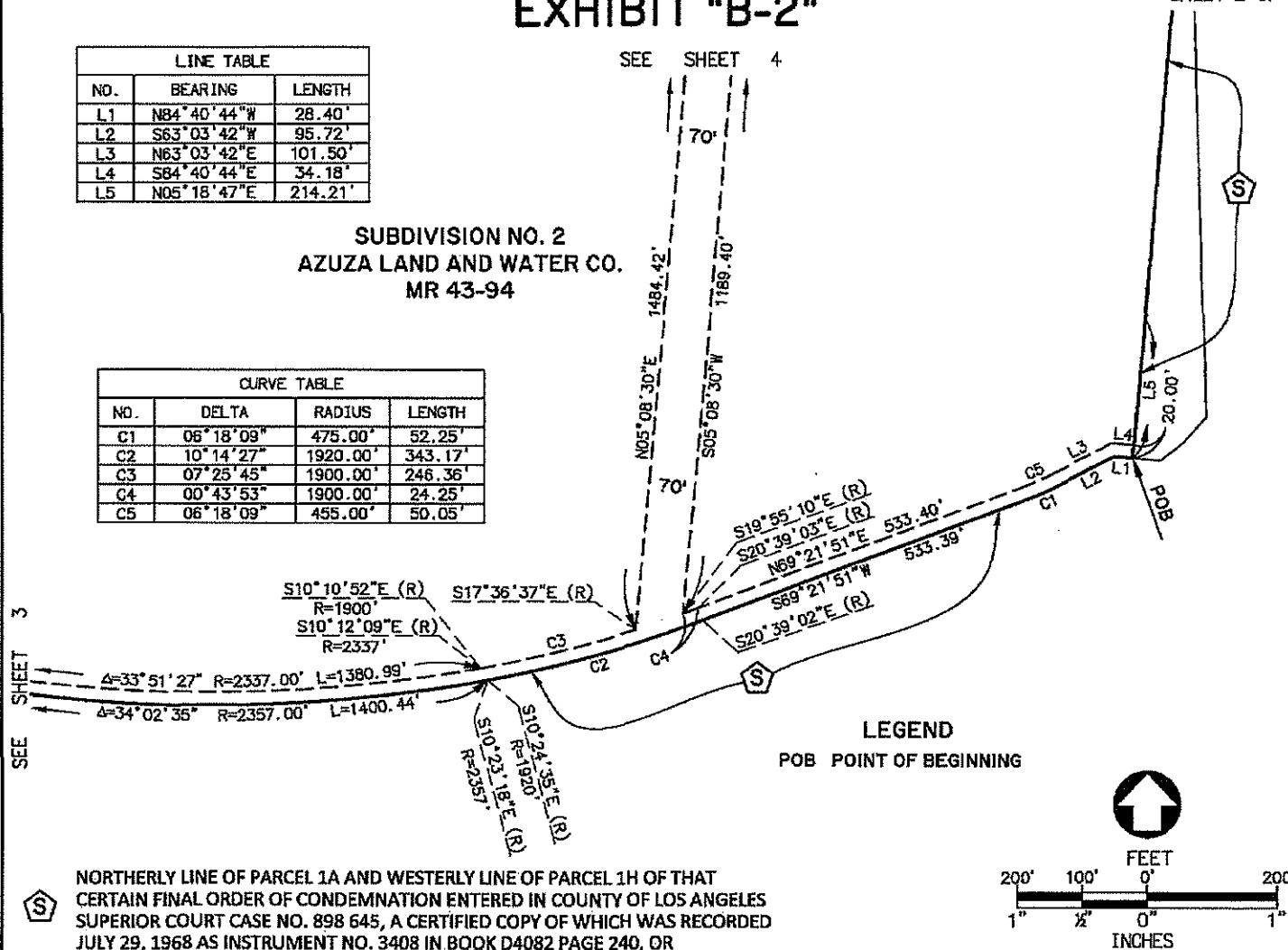
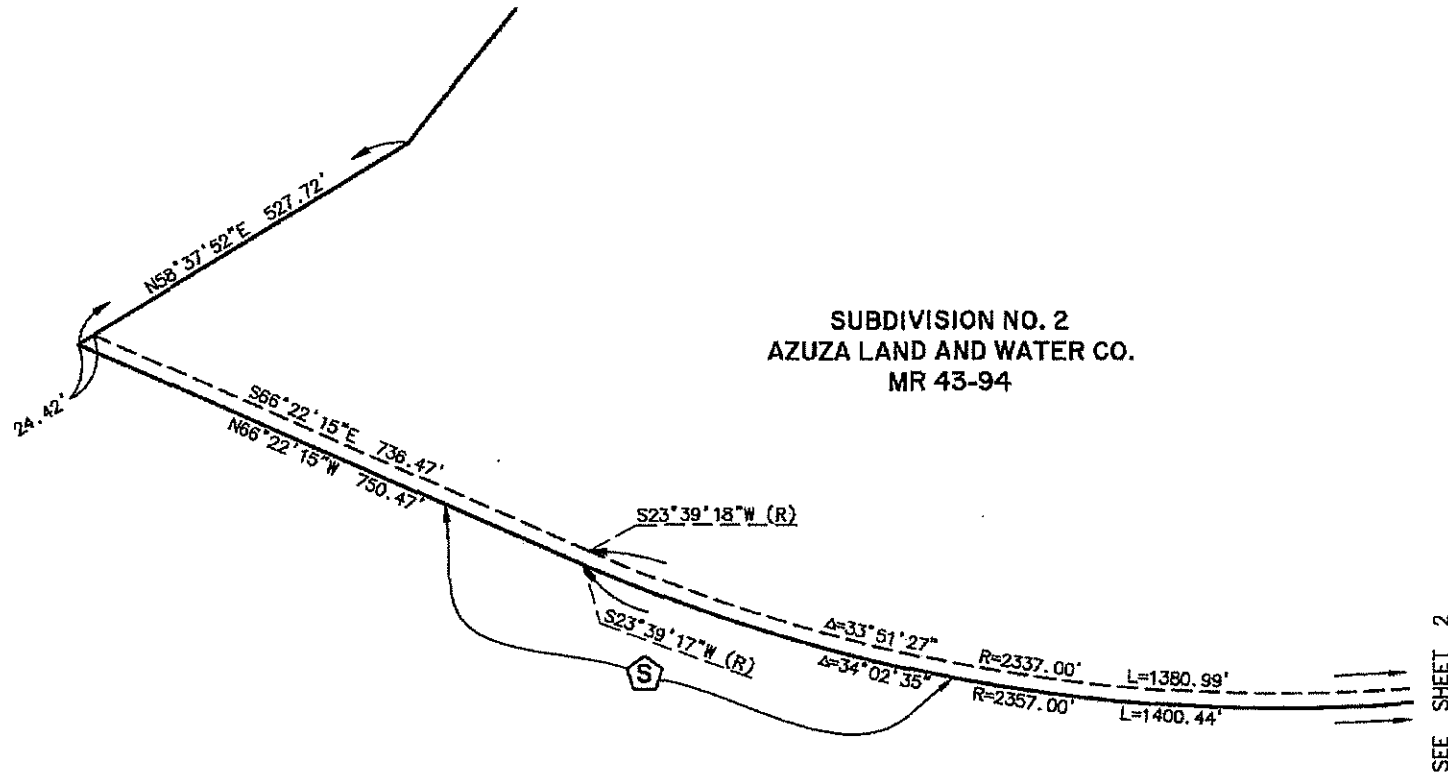


EXHIBIT "B-2"

SHEET 3 OF 4

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94



SEE SHEET 2



NORTHERLY LINE OF PARCEL 1A AND WESTERLY LINE OF PARCEL 1H OF THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240, OR

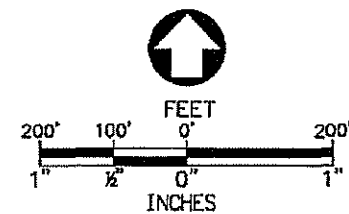


EXHIBIT "B-2"

SHEET 4 OF 4

FOOTHILL

BLVD

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94

SEE SHEET 2

FEET

INCHES

EXHIBIT "B-2"

SHEET 4 OF 4

FOOTHILL

BLVD

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94

SEE SHEET 2

FEET

INCHES

EXHIBIT "B-2"

SHEET 4 OF 4

FOOTHILL

BLVD

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94

SEE SHEET 2

FEET

INCHES

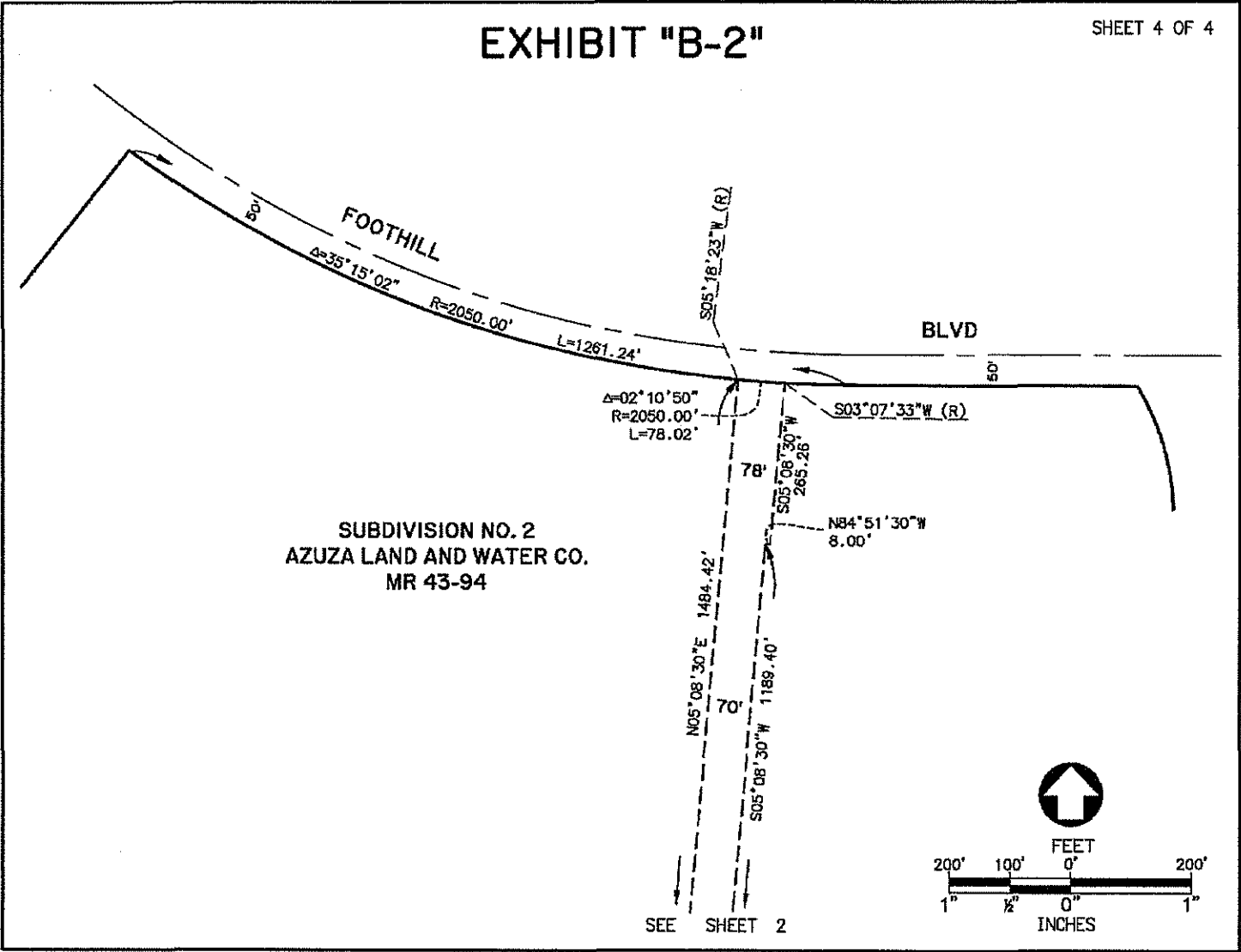


EXHIBIT "B-2"

SHEET 4 OF 4

FOOTHILL

BLVD

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94

SEE SHEET 2

FEET

INCHES

DEPICTION OF VISIBILITY CORRIDOR

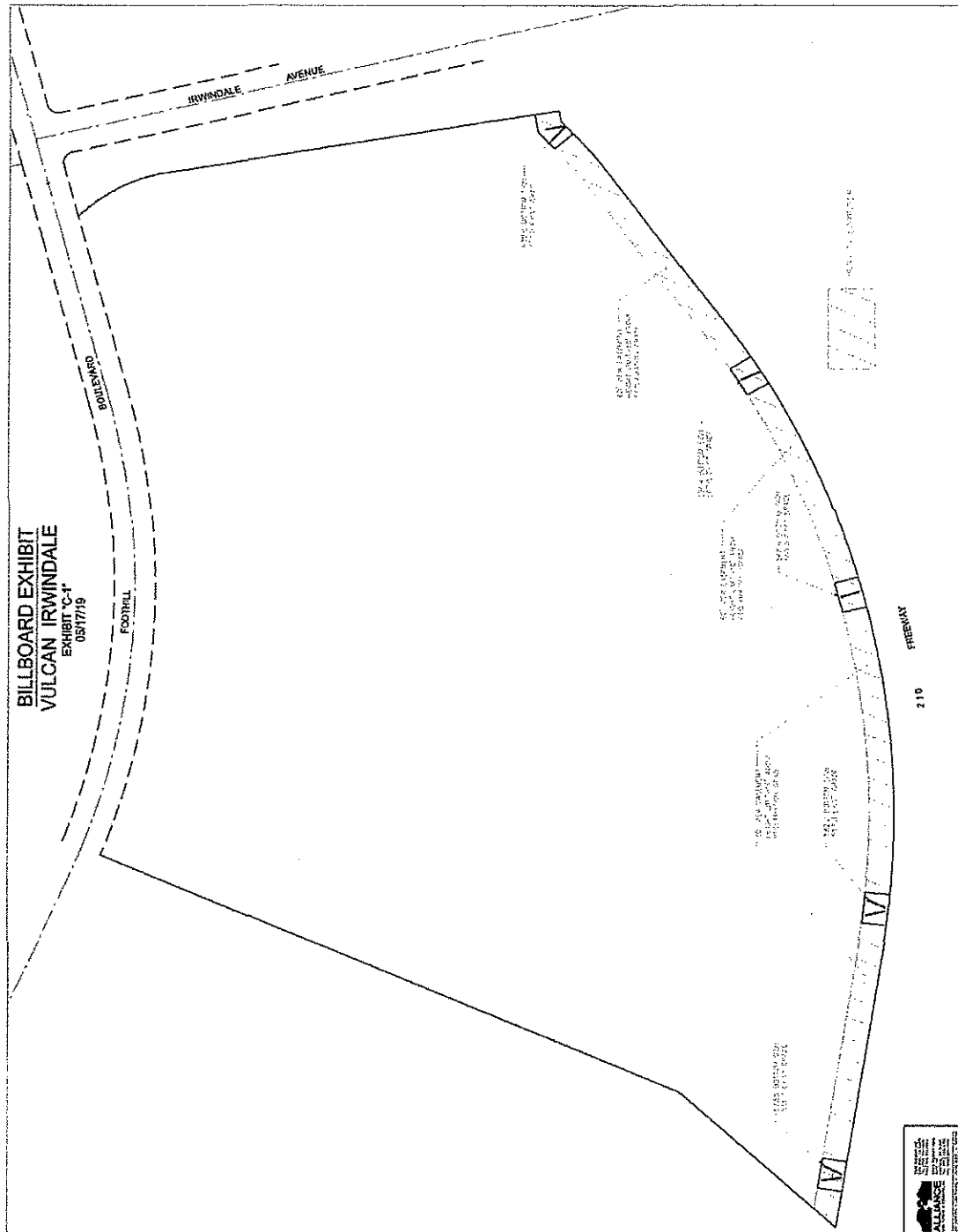


EXHIBIT C-2
DESCRIPTION OF VISIBILITY CORRIDOR
[Attached]

EXHIBIT "C-2"

VISIBILITY CORRIDOR

THOSE PORTIONS OF LOTS 3, 7 AND 15, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP OF SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., PER MAP RECORDED IN BOOK 43 PAGE 94, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PARCEL 1A AND THE WESTERLY LINE OF PARCEL 1H AS DESCRIBED IN THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT SHOWN ON MAP RECORDED IN BOOK 184 PAGES 4 THROUGH 7, INCLUSIVE, OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID NORTHERLY LINE OF PARCEL 1A THE FOLLOWING COURSES:

NORTH 84°40'44" WEST 28.40 FEET;

SOUTH 63°03'42" WEST 95.72 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 475.00 FEET;

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°18'09" AN ARC DISTANCE OF 52.25 FEET;

TANGENT TO SAID CURVE, SOUTH 69°21'51" WEST 533.39 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,920.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 20°39'02" EAST;

SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°14'27" AN ARC DISTANCE OF 343.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,357.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 10°23'18" EAST;

WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°02'35" AN ARC DISTANCE OF 1,400.44 FEET;

NORTH 66°22'15" WEST 750.47 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 3;

THENCE ALONG SAID WESTERLY LINE OF LOT 3, NORTH 58°37'52" EAST 73.25 FEET;

THENCE LEAVING SAID WESTERLY LINE OF LOT 3, SOUTH 66°22'15" EAST 708.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2,297.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 23°39'18" WEST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°02'35" AN ARC DISTANCE OF 1,364.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1,860.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 10°24'36" EAST;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°14'27" AN ARC DISTANCE OF 332.45 FEET;

THENCE NORTH 69°21'51" EAST 533.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 415.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°18'09" AN ARC DISTANCE OF 45.65 FEET;

THENCE TANGENT TO SAID CURVE, NORTH 63°03'42" EAST 113.07 FEET;

THENCE SOUTH 84°40'44" EAST 45.74 FEET TO A POINT IN SAID WESTERLY LINE OF PARCEL 1H;

THENCE ALONG SAID WESTERLY LINE OF PARCEL 1H, SOUTH 05°18'47" WEST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.372 ACRES, MORE OR LESS



Michael A. Kennada

06-13-19

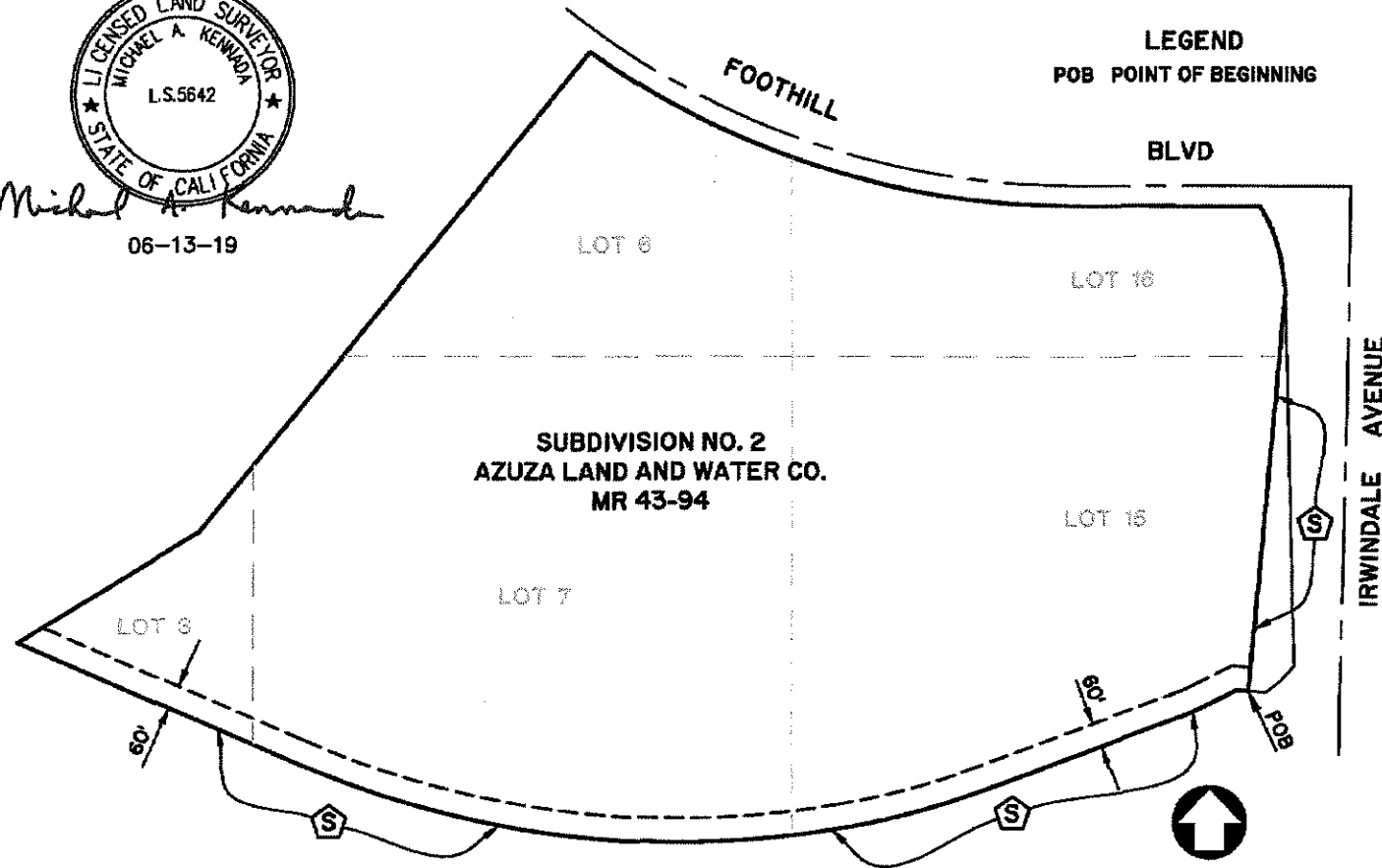
EXHIBIT "C-2"

SHEET 1 OF 3



Michael A. Kennedy
06-13-19

LEGEND
POB POINT OF BEGINNING



 NORTHERLY LINE OF PARCEL 1A AND WESTERLY LINE OF PARCEL 1H OF THAT CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240, OR

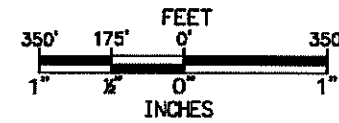


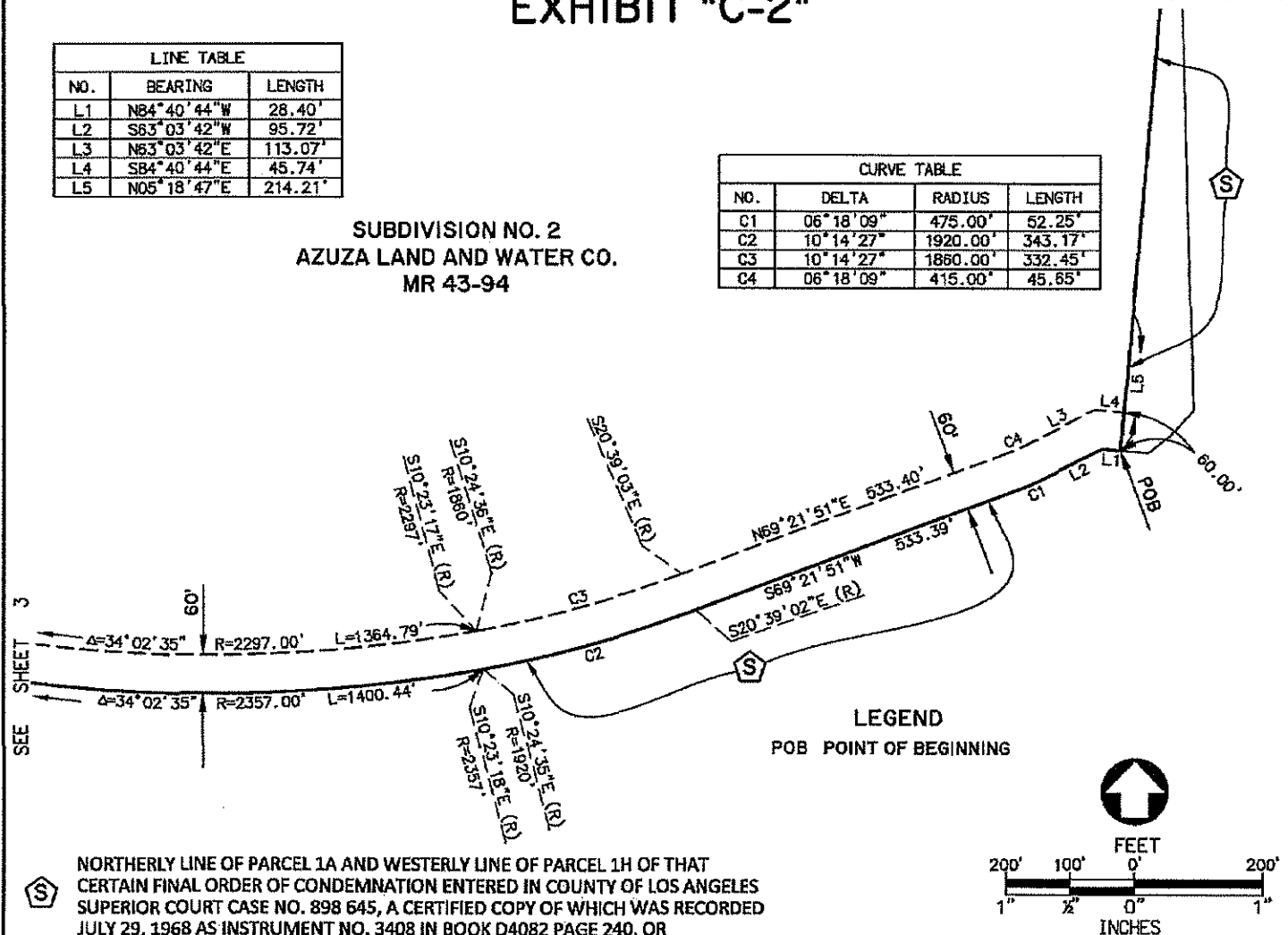
EXHIBIT "C-2"

SHEET 2 OF 3

LINE TABLE		
NO.	BEARING	LENGTH
L1	N84°40'44"W	28.40'
L2	S63°03'42"W	95.72'
L3	N83°03'42"E	113.07'
L4	S84°40'44"E	45.74'
L5	N05°18'47"E	214.21'

SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	06°18'09"	475.00'	52.25'
C2	10°14'27"	1920.00'	343.17'
C3	10°14'27"	1860.00'	332.45'
C4	06°18'09"	415.00'	45.65'

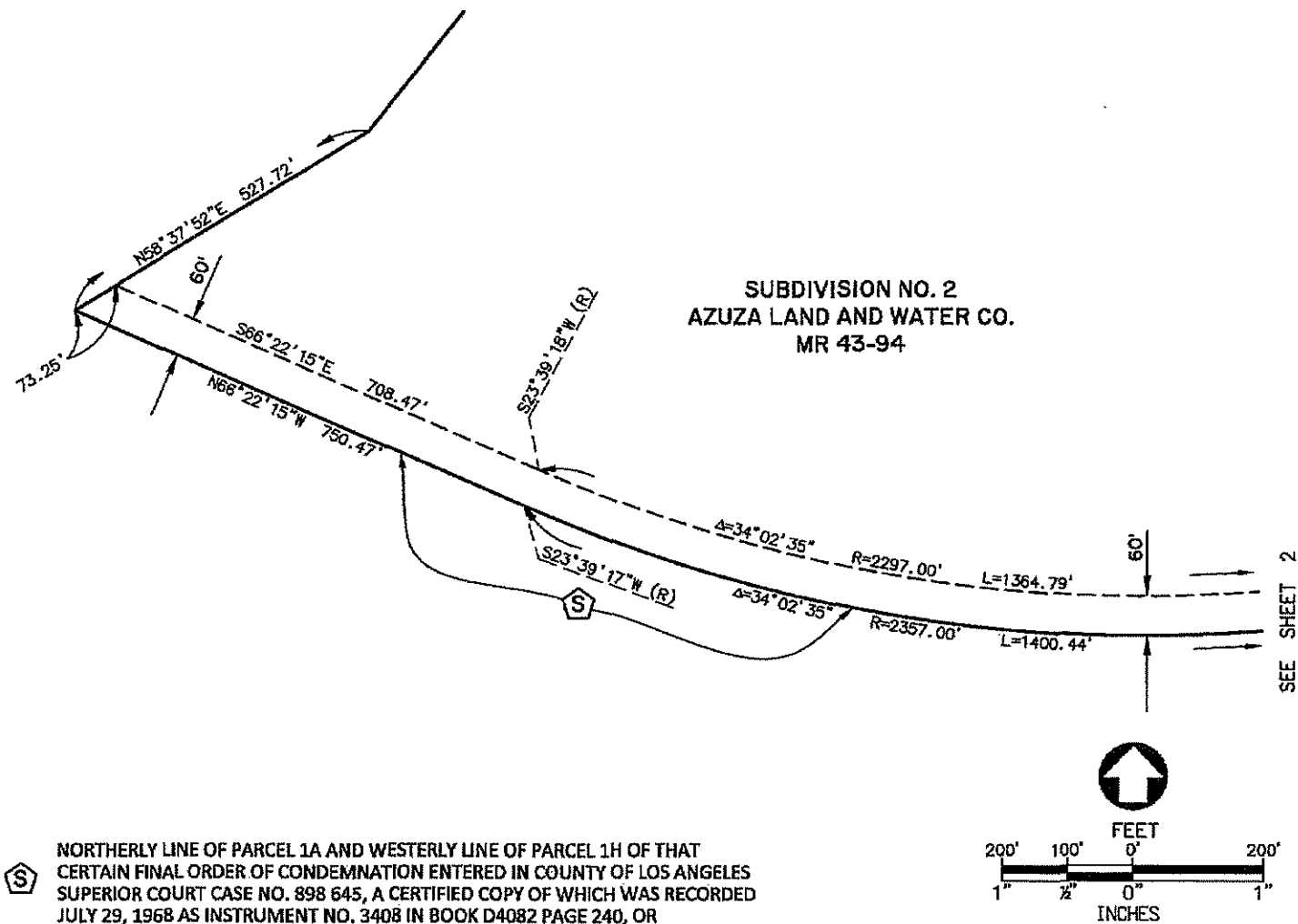



 NORTHERLY LINE OF PARCEL 1A AND WESTERLY LINE OF PARCEL 1H OF THAT
 CERTAIN FINAL ORDER OF CONDEMNATION ENTERED IN COUNTY OF LOS ANGELES
 SUPERIOR COURT CASE NO. 898 645, A CERTIFIED COPY OF WHICH WAS RECORDED
 JULY 29, 1968 AS INSTRUMENT NO. 3408 IN BOOK D4082 PAGE 240, OR

EXHIBIT "C-2"

SHEET 3 OF 3

**SUBDIVISION NO. 2
AZUZA LAND AND WATER CO.
MR 43-94**



ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”) dated as of _____, 2020 is entered into by and between VULCAN LANDS, INC., a New Jersey corporation (“**Assignor**”), and CITY OF IRWINDALE, a California charter city (“**Assignee**”).

WITNESSETH

WHEREAS, Assignor is the Landlord under that certain Clear Channel Outdoor Lease Agreement dated August 12, 2019 (the “**Billboard Lease**”) entered into by and between Assignor’s predecessor-in-interest and CLEAR CHANNEL OUTDOOR LLC, a Delaware limited liability company (the “**Tenant**”), executed with respect to that certain real property located in the County of Los Angeles, California (the “**Billboard Parcels**”) as more fully described in Exhibit A attached hereto;

WHEREAS, Assignor is the Grantee under that certain Grant of Billboard Easement Agreement, dated September 11, 2020 and recorded in the official records of Los Angeles County on October 7, 2020 as Document Number 20201236818 (the “**Grant of Easement**”) entered into by and between Assignor and CALMAT CO., a Delaware corporation, executed with respect to the Billboard Parcels. Assignor’s interest in the Billboard Parcels is limited to an easement in the Billboard Parcels (the “**Billboard Parcels Easement Estate**”);

WHEREAS, Assignor desires to assign its rights and delegate its obligations as Landlord under the Lease to Assignee and Assignee desires to accept the assignment and delegation thereof; and

WHEREAS, Assignor desires to assign its rights and delegate its obligations under the Grant of Easement to Assignee and Assignee desires to accept the assignment and delegation thereof.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by this reference.
2. Gift. The assignment of the Billboard Lease and the assignment of the Billboard Parcels Easement Estate evidence gifts from Assignor to Assignee.
3. Assignment of Lease. Effective as of the date hereof, Assignor hereby grants, transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to the Billboard Lease arising from and after the effective date hereof, and Assignee hereby accepts this grant, transfer, conveyance, and assignment, including all rights and benefits accruing thereunder, and hereby assumes all obligations of the Landlord under the Billboard Lease that arise or accrue from and after the effective date hereof.
4. Assignment of Grant of Easement. Effective as of the date hereof, Assignor hereby grants, transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and

to the Billboard Parcels Easement Estate arising from and after the effective date hereof, and Assignee hereby accepts this grant, transfer, conveyance, and assignment, including all rights and benefits accruing thereunder, and hereby assumes all obligations of the Grantee under the Grant of Easement that arise or accrue from and after the effective date hereof.

5. Representations, Warranties and Covenants. Assignor represents, warrants and covenants to Assignee, as of the Effective Date, as follows:

(a) The execution, delivery and performance by Assignor of this Assignment does not and will not violate any agreement to which Assignor is a party or violate or conflict with any law, rule, regulation, judgment, order or decree to which Assignor is subject.

(b) Assignor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Billboard Lease or the Billboard Parcels Easement Estate to any other person.

(c) The Tenant has not pre-paid to Assignor any rent due pursuant to the Billboard Lease.

(d) Assignor will forward to Assignee any rent payments received from the Tenant during the Term of this Assignment, within ten (10) business days of Assignor's receipt thereof. The covenant contained in the foregoing sentence shall survive the termination of this Assignment.

(e) Assignor owns one hundred percent (100%) of the Billboard Parcels Easement Estate and one hundred percent (100%) of the Landlord's interest in the Billboard Lease.

(f) Assignor shall provide written notice to the Tenant of this Assignment including, but not limited to, the Tenant's obligation to pay rent to Assignee within ten (10) business days of the Effective Date. A copy of such notice shall concurrently be provided to Assignee.

(g) Assignor has received no notice from the Tenant of any alleged default of Assignor in connection with the Billboard Lease and Assignor represents and warrants to Assignee that it has no knowledge of any default by the Tenant in connection with the Billboard Lease. Assignor also represents and warrants that the Billboard Lease is in full force and effect.

6. Indemnification. Assignor agrees to indemnify, defend and hold Assignee free and harmless from any and all loss, cost or liability resulting from any act or omission of Assignor or its predecessor, in connection with the Billboard Lease and occurring prior to the date hereof.

7. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

8. California Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

10. Entire Agreement. This Assignment constitutes the entire agreement of the parties with respect to the subject matter of this Assignment.

11. Attorneys' Fees. In the event of any legal action by either Assignor or Assignee to enforce or interpret any provision of this Assignment, the prevailing party in such action shall be entitled to recover from the losing party, all costs of such action, including attorneys' fees.

[Next page is signature page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

VULCAN LANDS, INC.,
a New Jersey corporation

By: _____
Name: _____
Its: _____

ASSIGNEE:

CITY OF IRWINDALE,
a California charter city

By: _____
Name: _____
Its: _____

CERTIFICATION:

This is to certify that the interest in real property conveyed by the within instrument to the City of Irwindale is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution [**Resolution Number**] of the [**City agency with authority to confer**] adopted on [**DATE**], and the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF IRWINDALE

By: _____
Name: _____
Its: _____

ATTEST: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property located in the County of Los Angeles, State of California, more particularly described as follows:

BILLBOARD PARCEL NO. 1

THAT PORTION OF LOT 3, SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 3 AND THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG SAID NORTHERLY BOUNDARY OF SAID PARCEL 1A, S.66°21'19"E. 98.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY S.66°21'19"E. 80.00 FEET;

THENCE, LEAVING SAID NORTHERLY BOUNDARY N.23°38'41"E. 60.00 FEET;

THENCE, N. 66°21'19"W. 80.00 FEET;

THENCE, S.23°38'41"W. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4800 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 2

THAT PORTION OF LOT 7, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES,

STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.66°21'19"W. 750.20' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEASTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2357.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'48" AN ARC LENGTH OF 65.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 1°59'43" AN ARC LENGTH OF 82.08 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.20°03'10"E. 60.00 FEET;

THENCE, N. 68°56'59"W. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.22°02'53"W. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4881 SQUARE FEET OR 0.11 ACRES, MORE OR LESS

BILLBOARD PARCEL NO. 3

THAT PORTION OF LOT 7, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.66°21'19"W. 750.20' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEASTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2357.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°21'47" AN ARC LENGTH OF 919.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING EASTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 01°59'43" AN ARC LENGTH OF 82.08 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.00°42'49"W. 60.00 FEET;

THENCE, N. 89°42'58"W. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.01°16'54"W. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4881 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 4

THAT PORTION OF LOT 15, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240,

OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.69°21'30"E. 533.32' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHWESTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1920.00 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°56'51" AN ARC LENGTH OF 98.77 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 2°27'51" AN ARC LENGTH OF 82.58 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.15°13'48"W. 60.00 FEET;

THENCE, N. 73°32'16"E. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.17°41'39"E. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4900 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 5

THAT PORTION OF LOT 15, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.84°41'48"W. 28.40' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG THE WESTERLY LINE OF PARCEL 1H OF SAID FINAL ORDER OF CONDEMNATION N.05°18'38"E 60.00 FEET;

THENCE, LEAVING SAID WESTERLY LINE N. 84°41'48"W. 45.76 FEET;
THENCE, S.63°02'38"W. 60.88 FEET;
THENCE, S. 26°57'22"E. 60.00 FEET TO SAID NORTHERLY BOUNDARY OF PARCEL 1A;

THENCE, ALONG SAID NORTHERLY BOUNDARY N.63°02'55"E. 43.52 FEET; THENCE, S.84°41'48"E. 28.40 FEET TO THE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 5356 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

[End of Legal Description].



CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION



Date: November 18, 2020 **Agenda Item No. 1-B**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Manager/City Planner

Project Planner: Marilyn Simpson, AICP, Community Development Manager/City Planner

Property Owner: Michael Linton for Calmat Company
500 Brand Blvd., Suite 500, Glendale, CA 91203

Project: General Plan Consistency Determination – Reliance II Billboard Easement Acquisition and Assumption of Landlord Obligations and Rights of Billboard Lease Agreement

Project Location: 15990 Foothill Boulevard (APN: 8604-019-003)



Staff Recommendation: Staff has considered the request for a General Plan consistency determination from the property owner's request to transfer the ownership of the Clear Channel Outdoor Lease Agreement and related easement area to the City of Irwindale. Staff recommends that the Planning Commission find the acquisition to be in conformance with the Irwindale General Plan.

REQUEST

Michael Linton, on behalf of Calmat Co., is requesting that a General Plan consistency determination be made regarding a proposed gift/donation to the City of Irwindale of Calmat Co.'s right, title, interest in and to Calmat's Billboard Lease Agreement with Clear Channel Outdoor LLC. As proposed, the City would accept an assignment of the Billboard Lease Agreement, including all rights and benefits of the "Landlord" accruing thereunder, and would assume all obligations of the "Landlord" under the Billboard Lease Agreement that arise or accrue therefrom. In short, the City would step into the shoes of the "Landlord" in the agreement.

In order to effectuate the assignment of Billboard Lease Agreement to the City, Calmat Co. will grant an easement over, across, and upon certain real property where the billboards are located on the Reliance II site at 15990 Foothill Boulevard. The easement, which will be perpetual and non-exclusive, will enable the City and any permitted users to exercise all of the rights and discharge all of the obligations of the Landlord under the Billboard Lease Agreement. A map showing the billboard easement area is attached as Exhibit A. There are five existing billboards.

Government Code Section 65402 instructs that, prior to acquisition of real property, the proposed acquisition shall be reviewed in order to determine its consistency with the general plan by the planning agency having jurisdiction.

Staff evaluated the location, purpose and extent of the proposed lease transfer and acceptance of easements and found them to be consistent with Irwindale's General Plan based upon the following Community Development Element Policies:

- The City's commitment to comprehensive land use planning. The existing billboards and easement areas are consistent with General Plan Land Use and Economic Development policies in the Community Development Element. These policies provide for comprehensive land use planning to preserve the overall mix of land uses and development in the community and provide for the pursuit and promotion of economic development to provide revenue to the City.
- The General Plan designation for the site is Reliance II Specific Plan. The Reliance II Specific Plan objectives include providing commercial uses that serve users located within and outside of the specific plan area as well as providing opportunities for positive economic benefit to the City including net revenues to the General Fund.

ATTACHMENTS

Exhibit A: Site Map
Exhibit B: Legal Description

Exhibit A



EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

All that certain real property located in the County of Los Angeles, State of California, more particularly described as follows:

BILLBOARD PARCEL NO. 1

THAT PORTION OF LOT 3, SUBDIVISION NO. 2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 3 AND THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG SAID NORTHERLY BOUNDARY OF SAID PARCEL 1A, S.66°21'19"E. 98.18 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID NORTHERLY BOUNDARY S.66°21'19"E. 80.00 FEET;

THENCE, LEAVING SAID NORTHERLY BOUNDARY N.23°38'41"E. 60.00 FEET; THENCE, N. 66°21'19"W. 80.00 FEET;

THENCE, S.23°38'41"W. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4800 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 2

THAT PORTION OF LOT 7, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.66°21'19"W. 750.20' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEASTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2357.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°35'48" AN ARC LENGTH OF 65.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING SOUTHEASTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 1°59'43" AN ARC LENGTH OF 82.08 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.20°03'10"E. 60.00 FEET;

THENCE, N. 68°56'59"W. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.22°02'53"W. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4881 SQUARE FEET OR 0.11 ACRES, MORE OR LESS

BILLBOARD PARCEL NO. 3

THAT PORTION OF LOT 7, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.66°21'19"W. 750.20' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHEASTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2357.00 FEET;

THENCE, SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°21'47" AN ARC LENGTH OF 919.95 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING EASTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 01°59'43" AN ARC LENGTH OF 82.08 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.00°42'49"W. 60.00 FEET;

THENCE, N. 89°42'58"W. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.01°16'54"W. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4881 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 4

THAT PORTION OF LOT 15, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.69°21'30"E. 533.32' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID SOUTHWESTERLY END ALSO BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1920.00 FEET;

THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°56'51" AN ARC LENGTH OF 98.77 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND NORTHERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 2°27'51" AN ARC LENGTH OF 82.58 FEET TO A RADIAL LINE;

THENCE, LEAVING SAID NORTHERLY BOUNDARY ALONG SAID RADIAL LINE N.15°13'48"W. 60.00 FEET;

THENCE, N. 73°32'16"E. 80.00 FEET TO A RADIAL LINE FROM THE TRUE POINT OF BEGINNING;

THENCE, ALONG SAID RADIAL LINE S.17°41'39"E. 60.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 4900 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

BILLBOARD PARCEL NO. 5

THAT PORTION OF LOT 15, SUBDIVISION NO.2, AZUSA LAND AND WATER CO., IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 43, PAGE 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERLY END OF THAT CERTAIN COURSE ON THE NORTHERLY BOUNDARY OF PARCEL 1A, AS DESCRIBED IN A FINAL ORDER OF CONDEMNATION IN FAVOR OF THE STATE OF CALIFORNIA, RECORDED IN BOOK D4082, PAGE 240, OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN AS N.84°41'48"W. 28.40' ON RECORD OF SURVEY FILED IN BOOK 184, PAGES 4-7 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE, ALONG THE WESTERLY LINE OF PARCEL 1H OF SAID FINAL ORDER OF CONDEMNATION N.05°18'38"E 60.00 FEET;

THENCE, LEAVING SAID WESTERLY LINE N. 84°41'48"W. 45.76 FEET;

THENCE, S.63°02'38"W. 60.88 FEET;

THENCE, S. 26°57'22"E. 60.00 FEET TO SAID NORTHERLY BOUNDARY OF PARCEL 1A;

THENCE, ALONG SAID NORTHERLY BOUNDARY N.63°02'55"E. 43.52 FEET; THENCE, S.84°41'48"E. 28.40 FEET TO THE POINT OF BEGINNING.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

CONTAINING 5356 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

[End of Legal Description].

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

City of
IRWINDALE
AGENDA REPORT

Date: May 12, 2021

To: Honorable Mayor and Members of the City Council

From: William Tam, City Manager

Issue: Zone Ordinance Amendment No. 01-2021 for a City-initiated code amendment, adding Chapter 17.130 [Reclamation of Mines Exempt from the Surface Mining and Reclamation Act ("SMARA")] to establish regulations and standards for non-SMARA pits to Title 17 (Zoning) of the Irwindale Municipal Code (IMC).

City Manager's Recommendation:

1. Direct the City Attorney to read the title of, waive further reading of, and introduce Ordinance No. 756 to adopt the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.130 (RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT) TO TITLE 17 (ZONING) TO ESTABLISH REGULATIONS AND STANDARDS FOR NON-SMARA PITS, AND FINDING AN EXEMPTION FROM CEQA

Administrative Action:

Submitted & Prepared by:

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

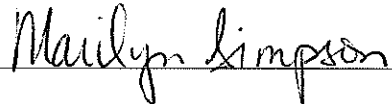
Reviewed by:

Adrian R. Guerra, City Attorney

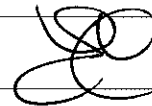
Eva Carreon, Finance Director / City Treasurer

Approved by:

William K. Tam, City Manager



Electronically Approved



Electronically Approved

SUMMARY

If adopted by the City Council, the proposed ordinance under consideration will impose regulations as to the reclamation of mining pits within the City's jurisdiction exempt from the Surface Mining and Reclamation Act ("SMARA"), Public Resources Code § 2770 et seq., requiring approval by the City of a Development Agreement.

Background and Analysis:

SMARA was enacted in 1975 by the California Legislature to address the State's need for a continuous supply of mineral resources and to prevent or minimize the negative impacts of surface mining on public health, property, and the environment. SMARA required that every surface mining operation have a permit, a Reclamation Plan, and financial assurances to implement the planned reclamation unless exempt from the application of SMARA.

In response to this legislation, the City adopted Ordinance No. 356 on September 24, 1981, which added new sections to the Code regarding mining and geology. Over the years, subsequent ordinances were adopted to revise City-wide standards as well as provide updates to comply with SMARA. Ordinance No. 534, adopted January 28, 1999, replaced Chapter 17.63 "Mining Permits and Reclamation Plans" with a new chapter on surface mining and reclamation consistent with the SMARA model ordinance. Ordinance No. 584, adopted August 3, 2004, amended Chapter 17.60 "Quarry Zone" of the Irwindale Municipal Code establishing a Reclamation Fund to provide additional reclamation security for the proper reclamation of certain mining sites. Ordinance No. 683, adopted December 10, 2014, amended Chapters 17.60 and 17.63 of the Irwindale Municipal Code to ensure that they are in accordance with current SMARA and included Conditions of Approval for mining operations that have been imposed on all mining operations in the City.

There are however, mining pits within the City's jurisdiction, exempt from SMARA compliance. Both SMARA, pursuant to Public Resources Code section 2776(a), and the IMC, pursuant to Section 17.63.050, provide that those with a vested right to conduct surface mining prior to January 1, 1976 are exempt from the SMARA requirements. SMARA also addresses a second aspect of vesting pursuant to Public Resources Code section 2776(c), the requirement of reclamation, by stating that "[n]othing in [SMARA] shall be construed as requiring the filing of a reclamation plan for, or the reclamation of, mined lands on which surface mining operations were conducted prior to January 1, 1976." Further, mining pits excavated and reclaimed pursuant to SMARA and mining pits excavated but not reclaimed pursuant to SMARA are exempt from the SMARA requirements for reclamation, or further reclamation, of these mining pits. All such mining pits where the reclamation of them would be exempt from the SMARA requirements are referred to as "Non-SMARA Pits".

The City currently has no regulation on the requirements of reclamation of the Non-SMARA Pits, and therefore, the proposed ordinance would regulate the reclamation of the Non-SMARA Pits by requiring the approval by the City of a Development Agreement, with appropriate standards and public benefits to be negotiated with the City, prior to any

reclamation of the Non-SMARA Pits. The proposed ordinance is reasonable and necessary to protect the public health, safety and welfare; will not adversely affect adjoining property as to value, precedent or be detrimental to the area; is consistent with the General Plan; and is in compliance with all applicable provisions of the Zoning Code and other ordinances and regulations of the City.

ENVIRONMENTAL REVIEW

In accordance with 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 Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries.

PLANNING COMMISSION REVIEW

On April 21, 2021, the Ordinance was presented to the Planning Commission at a duly noticed public hearing. Testimony was received by the Planning Commission during the public hearing. Thereafter, the Planning Commission voted 5-0 to adopt Resolution No. 798(21) (Attachment B) whereby the Planning Commission recommended that the City Council adopt the proposed Ordinance.

During that meeting, the Planning Commission made a revision, which was read into the record as part of the recommendation to the City Council to include a definition of reclamation. A definition from the California Department of Conservation has been added to Ordinance No. 756 for consideration.

FISCAL IMPACT:

No fiscal impact to the General Fund or Mining Fund is anticipated with the adoption of Ordinance No. 756.

Attachment(s):

A – Ordinance No. 756

B - City of Irwindale Planning Commission Staff Report & Resolution No. 798(21), dated April 21, 2021

ORDINANCE NO. 756

AN ORDINANCE OF THE CITY COUNCIL OF IRWINDALE, CALIFORNIA ADDING CHAPTER 17.130 [RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT ("SMARA")] TO ESTABLISH REGULATIONS AND STANDARDS FOR NON-SMARA PITS TO TITLE 17 (ZONING) OF THE IRWINDALE MUNICIPAL CODE (IMC)

WHEREAS, the Legislature enacted the Surface Mining and Reclamation Act ("SMARA"), pursuant to Public Resources Code § 2770 et seq., requiring that every surface mining operation have a permit, a reclamation plan, and financial assurances to implement the planned reclamation unless exempt from the application of SMARA;

WHEREAS, in response to this legislation, the City adopted Ordinance No. 356 on September 24, 1981, which added new sections to the Code regarding mining and geology. Over the years, subsequent ordinances were adopted to revise City-wide standards as well as provide updates to comply with SMARA; and

WHEREAS, both SMARA, pursuant to Public Resources Code section 2776(a), and the IMC, pursuant to Section 17.63.050, provide that those with a vested right to conduct surface mining prior to January 1, 1976 are exempt from the SMARA requirements; and

WHEREAS, SMARA also addresses a second aspect of vesting pursuant to Public Resources Code section 2776(c), the requirement of reclamation, by stating that "[n]othing in [SMARA] shall be construed as requiring the filing of a reclamation plan for, or the reclamation of, mined lands on which surface mining operations were conducted prior to January 1, 1976"; and

WHEREAS, the City has within its jurisdiction mining pits not reclaimed that are exempt from the SMARA requirements, and mining pits excavated pursuant to SMARA but not reclaimed and mining pits excavated and reclaimed pursuant to SMARA where reclamation, or further reclamation, of these mining pits would be exempt from the SMARA requirements (collectively, "Non-SMARA Pits"), and the City has no regulation on the requirements of reclamation of the Non-SMARA Pits; and

WHEREAS, the City now desires to regulate the reclamation of the Non-SMARA Pits by requiring the approval by the city of a development agreement, with appropriate standards and public benefits to be negotiated with the city, prior to any reclamation of the Non-SMARA Pits; and

WHEREAS, the City adopted Ordinance No. 356 on September 24, 1981, which added new sections to the Code regarding mining and geology; and

WHEREAS, the City Council adopted Ordinance No. 534 on January 28, 1999, replacing Chapter 17.63 "Mining Permits and Reclamation Plans" with a new chapter on surface mining and reclamation consistent with the SMARA model ordinance; and

WHEREAS, the City Council adopted Ordinance No. 584 on August 3, 2004, amending Chapter 17.60 "Quarry Zone" of the Irwindale Municipal Code establishing a Reclamation Fund to provide additional reclamation security for the proper reclamation of certain mining sites; and

WHEREAS, the City Council adopted Ordinance No. 683 on December 10, 2014, amended Chapters 17.60 and 17.63 of the Irwindale Municipal Code to ensure that they are in accordance with current SMARA and included Conditions of Approval for mining operations that have been imposed on all mining operations in the City; and

WHEREAS, in response to SMARA, the City approved Ordinance No. 756, adopting Chapter 17.130 of Title 17 of the Irwindale Municipal Code ("IMC"), entitled "Surface Mining and Reclamation Plans"; and

WHEREAS, on April 21, 2021, the Planning Commission found that this Ordinance No. 756 ("Ordinance"), imposing Non-SMARA Pits to execute a development agreement will allow the City to better regulate reclamation of Non-SMARA Pits and recommended that the City Council adopt the Ordinance; and

WHEREAS, on May 12, 2021, the City Council conducted a duly-noticed public hearing and a first reading of this ordinance; and

WHEREAS, in order to protect against the risks to public health, safety and welfare associated with reclamation operations, the City Council sees fit to adopt the Ordinance to impose regulations as to the Non-SMARA Pits.

NOW, THEREFORE, the City Council of the City of Irwindale ordain as follows:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in Recitals of this Resolution are true and correct.

SECTION 2. The Ordinance is consistent with the City's General Plan, Irwindale Municipal Code, Irwindale Zoning Code and applicable Federal and State law.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. The Planning Commission does further hereby recommend that the City Council find and determine the Ordinance is further

exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

SECTION 5. The Ordinance is hereby adopted by the addition of a new Chapter 17.130, "RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT" in Title 17 of the Irwindale Municipal Code to read as follows:

Chapter 17.130 - RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT

17.130.010 PURPOSE

The city finds that there are mining pits within its jurisdiction which are exempt from the requirements provided for in the California's Surface Mining and Reclamation Act of 1975 (Public Resources Code Sections 2710 et seq.), as amended, hereinafter referred to as "SMARA." Any mining pits within the city jurisdiction which are exempt from the requirements provided for in SMARA, hereinafter shall be referred to as "Non-SMARA Pits".

The intent of this Chapter is to regulate the reclamation of Non-SMARA Pits in order to protect against the risks to public health, safety and welfare associated with reclamation operations.

17.130.020 APPLICATION OF CHAPTER

The provisions of this chapter shall apply to reclamation of all mining pits within the City's jurisdiction which are exempt from the requirements of SMARA, including, but not limited to:

- A. Mining pits which had mining operations conducted prior to January 1, 1976, and which are required to have, or requested to have, additional reclamation;
- B. Mining pits excavated pursuant to SMARA, but not reclaimed, and which are required to have, or requested to have, additional reclamation; or
- C. Mining pits excavated and reclaimed pursuant to SMARA which are required to have, or requested to have, additional reclamation.

The foregoing list is not, and shall not be interpreted to be, exhaustive of all such situations in which these provisions shall be applicable. "Reclamation" shall be defined as the combined process by which adverse environmental effects of surface mining are minimized and mined lands are returned to a beneficial end use.

17.130.030 DEVELOPMENT AGREEMENT REQUIRED

The reclamation of Non-SMARA Pits is allowed only upon approval by the city of a development agreement, with appropriate standards and public benefits to be negotiated with the city and complying with all other standards imposed by this chapter.

SECTION 6. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

SECTION 7. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

SECTION 8. The City Clerk shall certify to the passage and adoption of this ordinance, and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 9. The Ordinance shall take effect at 12:01 AM on the 31st day after its passage.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 12th day of May 2021.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 756 passed first reading on May 12, 2021, was duly and regularly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of May 2021, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



**CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**



Agenda Item No. 3-A

Date: April 21, 2021

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, Community Development Manager/City Planner

Prepared By: Gina Chung, Co-Assistant City Attorney

Project: Proposed Zone Ordinance Amendment No. 01-2021 for a City-initiated code amendment, adding Chapter 17.130 [Reclamation of Mines Exempt from the Surface Mining and Reclamation Act ("SMARA")] to establish regulations and standards for non-SMARA pits to Title 17 (Zoning) of the Irwindale Municipal Code (IMC).

Applicant: City of Irwindale

Property Owner: Not Applicable

Project Location: All Zones/City-wide

Staff Recommendation: That the Planning Commission take the following action:

1. Waive reading of and adopt Resolution No. 798(21) recommending that the City Council adopt the following Ordinance: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING CHAPTER 17.130 (RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT) TO TITLE 17 (ZONING) TO ESTABLISH REGULATIONS AND STANDARDS FOR NON-SMARA PITS, AND FINDING AN EXEMPTION FROM CEQA

Alternative Action:

2. Direct Staff to prepare a resolution of denial based on recommended findings of fact to be brought back at the next regularly Planning Commission meeting for adoption; or
 3. Direct Staff to revise the ordinance and continue the hearing to a date certain.
-

SUMMARY

If adopted by the City Council, the proposed ordinance under consideration will impose regulations as to the reclamation of mining pits within the City's jurisdiction exempt from the Surface Mining and Reclamation Act ("SMARA"), Public Resources Code § 2770 et seq., requiring approval by the City of a Development Agreement.

BACKGROUND AND ANALYSIS

SMARA was enacted in 1975 by the California Legislature to address the State's need for a continuous supply of mineral resources and to prevent or minimize the negative impacts of surface mining on public health, property, and the environment. SMARA required that every surface mining operation have a permit, a Reclamation Plan, and financial assurances to implement the planned reclamation unless exempt from the application of SMARA.

In response to this legislation, the City adopted Ordinance No. 356 on September 24, 1981, which added new sections to the Code regarding mining and geology. Over the years, subsequent ordinances were adopted to revise City-wide standards as well as provide updates to comply with SMARA. Ordinance No. 534, adopted January 28, 1999, replaced Chapter 17.63 "Mining Permits and Reclamation Plans" with a new chapter on surface mining and reclamation consistent with the SMARA model ordinance. Ordinance No. 584, adopted August 3, 2004, amended Chapter 17.60 "Quarry Zone" of the Irwindale Municipal Code establishing a Reclamation Fund to provide additional reclamation security for the proper reclamation of certain mining sites. Ordinance No. 683, adopted December 10, 2014, amended Chapters 17.60 and 17.63 of the Irwindale Municipal Code to ensure that they are in accordance with current SMARA and included Conditions of Approval for mining operations that have been imposed on all mining operations in the City.

There are, however, mining pits within the City's jurisdiction, exempt from SMARA compliance. Both SMARA, pursuant to Public Resources Code section 2776(a), and the IMC, pursuant to Section 17.63.050, provide that those with a vested right to conduct surface mining prior to January 1, 1976 are exempt from the SMARA requirements. SMARA also addresses a second aspect of vesting pursuant to Public Resources Code section 2776(c), the requirement of reclamation, by stating that "[n]othing in [SMARA] shall be construed as requiring the filing of a reclamation plan for, or the reclamation of, mined lands on which surface mining operations were conducted prior to January 1, 1976." Further, mining pits excavated and reclaimed pursuant to SMARA and mining pits excavated but not reclaimed pursuant to SMARA are exempt from the SMARA requirements for reclamation, or further reclamation, of these mining pits. All such mining pits where the reclamation of them would be exempt from the SMARA requirements are referred to as "Non-SMARA Pits".

The City currently has no regulation on the requirements of reclamation of the Non-SMARA Pits, and therefore, the proposed ordinance would regulate the reclamation of the Non-SMARA Pits by requiring the approval by the City of a Development Agreement,

with appropriate standards and public benefits to be negotiated with the City, prior to any reclamation of the Non-SMARA Pits. The proposed ordinance is reasonable and necessary to protect the public health, safety and welfare; will not adversely affect adjoining property as to value, precedent or be detrimental to the area; is consistent with the General Plan; and is in compliance with all applicable provisions of the Zoning Code and other ordinances and regulations of the City.

ENVIRONMENTAL REVIEW

The Planning Commission does hereby recommend that the City Council find and determine that the Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. The Planning Commission does further hereby recommend that the City Council find and determine the Ordinance is further exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

CONCLUSION

Staff recommends that the Planning Commission adopt Resolution No. 798(21) recommending that the City Council adopt Ordinance No. 756.

ATTACHMENT

Exhibit A: Resolution No. 798(21) with proposed Ordinance No. 756

RESOLUTION NO. 798(21)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING APPROVAL TO THE CITY COUNCIL OF AN ORDINANCE NO. 756 ADDING CHAPTER 17.130 [RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT ("SMARA")] TO ESTABLISH REGULATIONS AND STANDARDS FOR NON-SMARA PITS TO TITLE 17 (ZONING) OF THE IRWINDALE MUNICIPAL CODE (IMC)"

A. RECITALS.

- i. The City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, the Applicant, has made a request for a Zone Ordinance Amendment (ZOA No. 01-2021) to comply with the Legislature enacted the Surface Mining and Reclamation Act ("SMARA"), pursuant to Public Resources Code § 2770 et seq., requiring that every surface mining operation have a permit, a Reclamation Plan, and financial assurances to implement the planned reclamation unless exempt from the application of SMARA; and
- ii. In response to this legislation, the City adopted Ordinance No. 356 on September 24, 1981, which added new sections to the Code regarding mining and geology. Over the years, subsequent ordinances were adopted to revise City-wide standards as well as provide updates to comply with SMARA; and
- iii. Both SMARA, pursuant to Public Resources Code section 2776(a), and the IMC, pursuant to Section 17.63.050, provide that those with a vested right to conduct surface mining prior to January 1, 1976 are exempt from the SMARA requirements; and
- iv. SMARA also addresses a second aspect of vesting pursuant to Public Resources Code section 2776(c), the requirement of reclamation, by stating that "[n]othing in [SMARA] shall be construed as requiring the filing of a Reclamation Plan for, or the reclamation of, mined lands on which surface mining operations were conducted prior to January 1, 1976"; and
- v. The City has within its jurisdiction mining pits not reclaimed that are exempt from the SMARA requirements, and mining pits excavated pursuant to SMARA but not reclaimed and mining pits excavated and reclaimed pursuant to SMARA where reclamation, or further reclamation, of these mining pits would be exempt from the SMARA requirements (collectively, "Non-SMARA Pits"), and the City has no regulation on the requirements of reclamation of the Non-SMARA Pits;
- vi. The City now desires to regulate the reclamation of the Non-SMARA Pits by requiring the approval by the City of a Development Agreement, with

appropriate standards and public benefits to be negotiated with the city, prior to any reclamation of the Non-SMARA Pits; and

- vii. In order to protect against the risks to public health, safety and welfare associated with reclamation operations, the Planning Commission finds that an ordinance imposing Non-SMARA Pits to execute a Development Agreement is necessary to better regulate reclamation of Non-SMARA Pits and recommended that the City Council adopt the Ordinance; and
- viii. The City adopted Ordinance No. 356 on September 24, 1981, which added new sections to the Code regarding mining and geology; and
- ix. The City Council adopted Ordinance No. 534 on January 28, 1999, replacing Chapter 17.63 "Mining Permits and Reclamation Plans" with a new chapter on surface mining and reclamation consistent with the SMARA model ordinance; and
- x. The City Council adopted Ordinance No. 584 on August 3, 2004, amending Chapter 17.60 "Quarry Zone" of the Irwindale Municipal Code establishing a Reclamation Fund to provide additional reclamation security for the proper reclamation of certain mining sites; and
- xi. The City Council adopted Ordinance No. 683 on December 10, 2014, amended Chapters 17.60 and 17.63 of the Irwindale Municipal Code to ensure that they are in accordance with current SMARA and included Conditions of Approval for mining operations that have been imposed on all mining operations in the City; and
- xii. In response to SMARA, the City approved Ordinance No. 756, adopting Chapter 17.130 of Title 17 of the Irwindale Municipal Code ("IMC"), entitled "Surface Mining and Reclamation Plans"; and
- xiii. On April 21, 2021, the Planning Commission opened a duly noticed public hearing, as required by law, on the Ordinance, took testimony on it, at which time they received input from staff, the City Attorney and other interested parties; discussed the Ordinance and closed the public hearing.

B. RESOLUTION

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

1. The Planning Commission hereby specifically finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the proposed Ordinance, including written staff reports, verbal testimony, this Planning Commission hereby specifically finds as follows:

A. The regulation on reclamation of Pre-SMARA Pits by the Ordinance is reasonable and necessary to protect the public health, safety and welfare, and are enacted pursuant to the authority granted to the City by the State of California.

B. The proposed Ordinance will not adversely affect adjoining property as to value, precedent or be detrimental to the area.

C. The proposed Ordinance is consistent with the General Plan and is in compliance with all applicable provisions of the Zoning Code and other ordinances and regulations of the City.

D. Reclamation shall be defined as the combined process by which adverse environmental effects of surface mining are minimized and mined lands are returned to a beneficial end use.

3. The Planning Commission does hereby recommend that the City Council find and determine that the Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. The Planning Commission does further hereby recommend that the City Council find and determine the Ordinance is further exempt from CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment (State CEQA Guidelines, § 15061(b)(3)).

4. Based upon the substantial evidence and conclusions set forth herein above, the Planning Commission hereby recommends the City Council adopt of "AN ORDINANCE NO. 756, ADDING CHAPTER 17.130 [RECLAMATION OF MINES EXEMPT FROM THE SURFACE MINING AND RECLAMATION ACT ("SMARA")] TO ESTABLISH REGULATIONS AND STANDARDS FOR NON-SMARA PITS TO TITLE 17 (ZONING) OF THE IRWINDALE MUNICIPAL CODE (IMC)", in the form as attached hereto as Exhibit "A" and incorporated by reference herein.

5. The Secretary shall:

a. Certify to the adoption of this Resolution; and

- b. Forthwith transmit a copy of this Resolution to the City Council.

ADOPTED AND APPROVED this 21st day of April 2021.

Arthur R. Tapia, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, Secretary

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

I, Marilyn Simpson, Community Development Manager/City Planner 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 April 2021 the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, Secretary

SA Item 1B

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
73870	WILLDAN	Willdan Financial Services	04/27/2021	3,750.00
Report Total (1 checks):				3,750.00