CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

July 23, 2025

REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

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

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

Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

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

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

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

5. AB 2449 DISCLOSURES

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

6. CHANGES TO THE AGENDA

7. COUNCIL MEMBER TRAVEL REPORTS

8. COUNCILMEMBER COMMENTS

9. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

10. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Chamber of Commerce Quarterly Update

B. Irwindale Chamber of Commerce Businesses of the Month - Lee & Associates (May 2025) and City Brewery Irwindale (June 2025)

11. CONSENT CALENDAR

A. Warrants / Demands / Payroll
Department: Finance

Recommendation:

B. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2025
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2025.

C. Adopt a Code of Conduct for the Public Services Department
Department: Public Services

Recommendation: **Adopt Resolution No. 2025-69-3657**, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A CODE OF CONDUCT FOR THE PUBLIC SERVICES DEPARTMENT."

D. LSA Contract Amendment
Department: Community Development

Recommendation: That the City Council approve the attached contract Amendment No. 4 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation and completion of the Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

E. Zone Ordinance Amendment No. 02-2025, Ordinance No. 800 to Establish an Ordinance Regulating Battery Energy Storage Systems (BESS)
Department: Community Development

Recommendation: That the City Council adopt on second reading by title only with further reading waived Ordinance No. 800, entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING TABLE 17.06.020-1 (“LAND USE REGULATIONS – INDUSTRIAL & OFFICE ZONES”) WITHIN SECTION 17.060.020 (“LAND USE REGULATIONS”) OF CHAPTER 17.06 (“INDUSTRIAL AND OFFICE ZONE DISTRICTS”) AND ADOPTING CHAPTER 17.40 “BATTERY ENERGY STORAGE SYSTEMS (BESS”) OF TITLE 17 (“ZONING”) OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

F. Fee Waiver for Irwindale Chamber of Commerce's E-Waste Event
Department: Community Development

Recommendation: **Adopt Resolution No. 2025-70-3658** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JULY 26-27, 2025".

G. Professional contract for PlaceWorks, Inc. – CEQA services for property located at 5555 Irwindale Avenue
Department: Community Development

Recommendation: That the City Council approve the attached contract with PlaceWorks, Inc., for the preparation of an environmental assessment for property located at 5555 Irwindale Avenue, Irwindale, CA 91706.

H. Professional contract for DeNovo Planning Group – CEQA services for property located at 4500 Azusa Canyon Road
Department: Community Development

Recommendation: That the City Council approve the attached contract with De Novo Planning Group, for the preparation of an environmental assessment for property located at 4500 Azusa Canyon Road, Irwindale, CA 91706.

I. Approve Appropriation of Asset Forfeiture Funds
Department: Police

Recommendation: **Adopt Resolution No. 2025-72-3660** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT".

J. Award of Contract for Construction of Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project; P-1073
Department: Engineering

Recommendation: That the City Council (1) authorizes the City Manager to enter into an agreement with Elecnor Belco Electric, Inc. in the amount of $912,348 for the Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project; (2) approve a 20% construction contingency in the amount of $182,470 to cover any unforeseeable conditions that may arise during construction; (3) **adopt Resolution No. 2025-71-3659** entitled “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING BUDGET AMENDMENT TO APPROPRIATE $500,000 FROM THE GENERAL FUND RESERVES, AND $355,423 FROM THE MINING IMPACT FUND RESERVES TO THE TRAFFIC SIGNAL AND STREET IMPROVEMENTS – ARROW HIGHWAY AT LIVE OAK AVENUE (EAST) AND AZUSA CANYON ROAD AT NUBIA STREET PROJECT; P-1073”.

K. Approval of a professional contract for Civil/Geotechnical Engineering services for (1) Surface Mining and Reclamation Act of 1975 (SMARA) compliance of mining pits, (2) reclamation oversight and review of grading permits for inert backfill operation of mine pits, and (3) Geotechnical Engineering support for the City of Irwindale.
Department: Engineering

Recommendation: That the City Council authorize the City Manager to execute a service contract agreement with Geo-Logic Associates, Inc., in the amount of $1,020,000 for Civil Engineering / Geotechnical Engineering Services for (1) SMARA compliance of mining pits, (2) reclamation oversight and review of grading permits for inert backfill operations of mining pits, and (3) Geotechnical Engineering technical support services to prepare and develop geotechnical mining policy (“Agreement”).

L. Authorize the application and execution of the Charge Ready Direct Current Fast Charging Participation Agreement.
Department: Administration

Recommendation: That the Irwindale City Council **adopt Resolution No. 2025-73-3661** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPLICATION AND EXECUTION OF THE CHARGE READY DIRECT CURRENT FAST CHARGING PARTICIPATION AGREEMENT."

12. SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience speak on items not on this agenda that are within the City Council's subject matter jurisdiction. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot participate (except as stated), it is requested that all such communications be made in writing to be included on the next agenda for full discussion and action

All members of the public are asked to observe the City's Rules of Procedure and Public Meeting Decorum. The City's Rules of Procedure and Public Meeting Decorum can be found on the City's website, and Chapter 2.40 of the Irwindale Municipal Code. You may also contact the City Clerk's Office for copies.

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

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

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

13. NEW BUSINESS

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

A. Consideration of Appointment of Two (2) Business Representatives to the ICF Board of Directors
Department: City Clerk

Recommendation: That the City Council **adopt Resolution No. 2025-56-3644** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027" or provide other direction to staff.

B. Irwindale Municipal Code Section 17.13.120 (Recreational Vehicle Parking on Residential Property)
Department: Community Development

Recommendation: That the Irwindale City Council discuss and provide direction to staff regarding the parking of recreational vehicles on residential property.

C. Updated Recreational Vehicle Ordinance (Recreational Vehicle Parking on Public Property)
Department: Administration

Recommendation: That the City Council review the updated Draft Recreational Vehicle Ordinance and provide direction

D. Verbal Update on the Irwindale Library Project
Department: Administration

Recommendation: Receive and file the update.

14. PUBLIC HEARINGS

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

A. Zone Change No. 03-2025 (El Nido Park)
Department: Community Development

Recommendation: **ADOPT RESOLUTION NO. 2025-59-3647 ENTITLED**, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 03-2025 AND MODIFYING THE CITY OF IRWINDALE ZONING MAP TO 1) REZONE A PARCEL FROM A-1 (AGRICULTURAL) ZONE TO RP (RECREATION AND PARKS) ZONE LOCATED AT APN: 8417-002-921, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)"

15. CITY MANAGER'S REPORT

16. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

If a City Council Member is interested in a task or project, the City Council Member shall request that the item be agendized in this section.

17. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

18. AB 2449 DISCLOSURES

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

19. CONSENT CALENDAR

A. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2025
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2025.

20. 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.

21. NEW BUSINESS

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

22. PUBLIC HEARINGS

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

23. ADJOURN

HOUSING AUTHORITY

24. AB 2449 DISCLOSURES

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

25. CONSENT CALENDAR

A. Investment Quarterly Report for Fiscal Quarter Ending June 30, 2025
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2025.

26. SPONTANEOUS COMMUNICATIONS

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

27. NEW BUSINESS

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

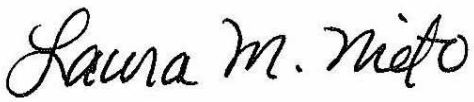
28. PUBLIC HEARINGS

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

29. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on July 23, 2025, be posted at the City Hall, Library, and Post Office on July 18, 2025.



Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: ccarlos
Printed: 7/17/2025 8:20 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
105522	ACEROD	David Acero	07/03/2025	396.88
105523	AGUILA07	Berlyn Aguila	07/03/2025	88.57
105524	AMAYAL	Elizabeth Amaya	07/03/2025	75.00
105525	AMAZON1	Amazon Capital Services, Inc.	07/03/2025	17.72
105526	CINGULAR	AT & T Mobility	07/03/2025	38.63
105527	Ayala01	Leonor Ayala	07/03/2025	910.00
105528	BRITEW	BriteWorks, Inc.	07/03/2025	6,304.52
105529	CASAS01	Jose Casas	07/03/2025	171.98
105530	Cat Spec	Cat Specialities Inc	07/03/2025	730.07
105531	CHARTE01	Charter Communications	07/03/2025	1,701.08
105532	CONN01	Robert Connelly	07/03/2025	10.00
105533	ESPI11	Victoria M. Espino	07/03/2025	180.00
105534	EVANS02	Gloria Evans	07/03/2025	225.00
105535	FLORE01	Karla Flores	07/03/2025	980.00
105536	FRAZ01	Frazier Capitol Valuation, Inc	07/03/2025	7,600.00
105537	FRONT01	Frontier Communications	07/03/2025	597.33
105538	GAMEZ01	Pablo Gamez	07/03/2025	275.60
105539	SOUTHE17	Golden State Water Company	07/03/2025	2,234.84
105540	HOYEN	Noelle Hoye	07/03/2025	980.00
105541	JOHNNY02	Johnny's Pool Service	07/03/2025	623.20
105542	LEDEZMA	Erica Ledezma	07/03/2025	960.00
105543	LIEBERT	Liebert Cassidy Whitmore	07/03/2025	6,015.00
105544	MARINJ	Jose Marin Jr.	07/03/2025	157.92
105545	MIRAND25	Blanche V. Miranda	07/03/2025	390.00
105546	NUNE25	Cesar Nunez	07/03/2025	324.00
105547	OFFICE03	ODP Business Solutions, LLC	07/03/2025	294.03
105548	OLIVAR03	Sandro Olivares	07/03/2025	181.90
105549	OPTUM01	OptumRx, Inc.	07/03/2025	36,059.82
105550	ORKINP	Orkin Pest Control	07/03/2025	83.00
105551	OROSCOJR	Leonard Orosco Jr.	07/03/2025	133.94
105552	PROPRINT	Pro Printing, Inc.	07/03/2025	169.45
105553	PSYCHO01	Psychological Consulting Associates, Inc	07/03/2025	462.00
105554	RIOS06	Jimmy Rios	07/03/2025	153.02
105555	ROBERT10	RC Construction Service Inc. Robert Clapper C	07/03/2025	223,428.90
105556	RODRIG14	Pedro Rodriguez	07/03/2025	300.00
105557	SALGAD02	Michele Salgado	07/03/2025	157.84
105558	SANGAB13	San Gabriel Valley Council	07/03/2025	10,913.66
105559	SCHOCK01	Susan Schock	07/03/2025	180.00
105560	SEMA02	SEMA INC	07/03/2025	3,443.12
105561	GASCOM	SoCalGas	07/03/2025	2,219.27
105562	SCE02	Southern California Edison	07/03/2025	50,103.26
105563	TRUJ10	Norma Trujillo	07/03/2025	367.60
105564	VALLEY09	Valley View Mutual Water Co.	07/03/2025	156.17
105565	WAGONER	Pamela Wagoner	07/03/2025	560.00
105566	WILL01	April Williams	07/03/2025	315.00
105567	ZEPEDAF	Frank Zepeda	07/03/2025	450.00
105568	CALIFO03	California JPIA	07/03/2025	270,444.00

105569	FORD01	Bradley Ford	07/03/2025	2,200.00
105570	SANGAB13	San Gabriel Valley Council	07/03/2025	11,273.81
105571	CHAR10	Charles Everett Hinchcliffe	07/10/2025	1,500.00
105572	HULL01	Mary Hull	07/10/2025	82.90
105573	REGIST01	Registrar-Recorder/County Clerk	07/10/2025	75.00
105574	SOTO07	Mariana Aida Soto	07/10/2025	790.00
105575	CALIFO56	California State Disbursement Unit	07/10/2025	604.15
105576	CALIFO57	California State Disbursement Unit	07/10/2025	143.07
105577	LOSANG31	Los Angeles County Sheriff's Dept.	07/10/2025	104.77
105578	ACPROS01	AC Pros, Inc.	07/10/2025	138,871.00
105579	AMAZON1	Amazon Capital Services, Inc.	07/10/2025	7,440.26
105580	CINGULAR	AT & T Mobility	07/10/2025	2,072.25
105581	B&BTIR	B & B Tires Service	07/10/2025	25.00
105582	BAKER10	Bakers Man Production	07/10/2025	600.00
105583	NEST01	Primo Brands Blue Triton Brands, Inc.	07/10/2025	1,174.44
105584	CALIFO02	California American Water	07/10/2025	3,387.45
105585	CDW01	CDW Government	07/10/2025	367.90
105586	DEPTOF02	County of LA Dept of Animal Care & Control	07/10/2025	6,411.83
105587	LACOUN02	County of Los Angeles	07/10/2025	740.00
105588	COUNTY13	Dept of Auditor-Controller County of Los Ang	07/10/2025	1,121.48
105589	CSG01	CSG Consultants	07/10/2025	1,925.00
105590	DELONG	Delong Unlimited	07/10/2025	237.58
105591	FOOTH01	Foothill Communications, Inc.	07/10/2025	1,452.69
105592	GEOLOG	Geologic Associates	07/10/2025	38,540.10
105593	HDL01	Hdl Software, LLC	07/10/2025	34.56
105594	INTELL01	Intelli-tech, Inc.	07/10/2025	17,772.67
105595	IRWIND23	Irwindale Business Center	07/10/2025	842.47
105596	LANDSC	Landscape Warehouse III Inc.	07/10/2025	121.75
105597	LAWE01	Law Enforcement Medical Services, Inc.	07/10/2025	725.00
105598	PRAXAI	Linde Gas & Equipment Inc	07/10/2025	132.22
105599	LOPEZ25	Nicholas Lopez	07/10/2025	67.84
105600	M3	M3	07/10/2025	7,584.22
105601	MAINTE01	Maintex	07/10/2025	1,045.73
105602	MIDAS	Manuel C Muratalla	07/10/2025	2,203.63
105603	MATA02	Francisco Mata	07/10/2025	970.20
105604	MCGRAT01	McGrath Rentcorp	07/10/2025	10,884.51
105605	METR01	Metrocell Construction, Inc.	07/10/2025	29,450.00
105606	MILLEREI	Miller Enviornmental, Inc.	07/10/2025	43,590.86
105607	NAN01	Nancy K Bohl Inc	07/10/2025	2,365.00
105608	NATION40	Nationwide Fleet Installations	07/10/2025	2,400.00
105609	OFFICE03	ODP Business Solutions, LLC	07/10/2025	861.20
105610	PHASEII	PARS	07/10/2025	1,750.00
105611	PERF03	Performance Elevator Contractors, Inc.	07/10/2025	760.00
105612	PITNEY06	Pitney Bowes, Inc	07/10/2025	281.96
105613	PLAY02	PlayCore Wisconsin, Inc.	07/10/2025	1,318.81
105614	PROPRINT	Pro Printing, Inc.	07/10/2025	110.75
105615	PURCHA	Purchase Power	07/10/2025	2,000.00
105616	RIGHT01	Right of Way, Inc.	07/10/2025	2,825.81
105617	RODA02	Irma Rodarte	07/10/2025	10.00
105618	RODRIG32	Joseph Rodriguez	07/10/2025	92.01
105619	SLENV01	S.L. Environmental Transportation LLC	07/10/2025	6,990.00
105620	SHARP02	Sharpline Solutions, Inc.	07/10/2025	6,156.89
105621	SIERRA11	Sierra Monrovia Chevrolet, LLC	07/10/2025	489.55
105622	SOUTH06	South Coast AQMD	07/10/2025	1,302.20
105623	SOUTH09	Southern Computer Warehouse Inc,	07/10/2025	1,045.91
105624	TELC01	Telcion Communications Group	07/10/2025	1,421.55
105625	TERRA01	Terra Realty Advisors, Inc	07/10/2025	3,802.34

105626	TRAN01	Transtech Engineers, Inc.	07/10/2025	25,818.96
105627	VALLEY01	Valley County Water District	07/10/2025	24,965.25
105628	verizonw	Verizon Wireless	07/10/2025	3,364.54
105629	WALT01	Walters Wholesale Electric Co.	07/10/2025	2,086.91
105630	WESTCO05	West Coast Arborists, Inc.	07/10/2025	4,831.50
105631	ZOLL01	Zoll Medical Corporation	07/10/2025	3,434.51
105632	ALESHIRE	Aleshire & Wynder, LLP	07/10/2025	54,624.90
105633	BARNEY	Barney's Locksmith Service	07/17/2025	117.84
105634	ARAICA01	Byron Araica	07/17/2025	700.00
105635	AZBUS01	A-Z Bus Sales	07/17/2025	690.00
105636	B&BTIR	B & B Tires Service	07/17/2025	20.00
105637	BAKER01	Baker & Taylor Books	07/17/2025	125.82
105638	MIJACA	Balcon Holdings, Inc.	07/17/2025	296.00
105639	BURRO01	Burro Canyon Ent. Inc.	07/17/2025	100.00
105640	CALIFO01	California Contract Cities	07/17/2025	3,800.00
105641	CALIFO03	California JPIA	07/17/2025	28,543.00
105642	CALIFO26	California Police Chiefs	07/17/2025	848.00
105643	COSTA01	Costar Realty Information, Inc.	07/17/2025	438.90
105644	COM01	East San Gabriel Valley Regional Communicati	07/17/2025	66,510.27
105645	EBSCOS	EBSCO Information Services	07/17/2025	1,610.28
105646	FWEP01	FWEP Aquisitioin Inc	07/17/2025	241.40
105647	GUTIE02	Olivia Gutierrez	07/17/2025	80.00
105648	HDL01	Hdl Software, LLC	07/17/2025	12,184.89
105649	IWORQ01	IWorQ Systems Inc	07/17/2025	4,000.00
105650	JOEAGO	Joe A. Gonsalves & Son	07/17/2025	2,375.00
105651	JOHNNY02	Johnny's Pool Service	07/17/2025	331.50
105652	LANDSC	Landscape Warehouse III Inc.	07/17/2025	220.85
105653	LIEBERT	Liebert Cassidy Whitmore	07/17/2025	5,030.00
105654	MADIA01	Madia Tech Launch, Inc.	07/17/2025	300.00
105655	MAINTE01	Maintex	07/17/2025	114.43
105656	MIDAS	Manuel C Muratalla	07/17/2025	1,500.90
105657	MAVE01	Maverick Networks, Inc	07/17/2025	4,995.00
105658	PEER01	Peerless Network, Inc	07/17/2025	1,393.31
105659	REINOS01	Javier Reinosa	07/17/2025	110.00
105660	SANCH01	Jaycon Sanchez	07/17/2025	1,172.18
105661	SECT01	Sectran Security Inc.	07/17/2025	137.53
105662	SIERRA11	Sierra Monrovia Chevrolet, LLC	07/17/2025	103.97
105663	SWANK01	Swank Motion Pictures, Inc.	07/17/2025	1,020.00
105664	THEDREAM	The Dreamboat Band LLC	07/17/2025	3,000.00
105665	UNITED11	United Site Services of CA Inc	07/17/2025	589.70
105666	verizonw	Verizon Wireless	07/17/2025	2,957.03
105667	XAVUS01	Xavus Solutions, LLC	07/17/2025	2,299.50
105668	YTIRES	Y Tire Sales	07/17/2025	256.15
105669	STATEO01	State Of California	07/17/2025	64.00

Report Total (148 checks): 1,272,517.66

City of IRWINDALE
AGENDA REPORT

Date: July 23, 2025

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

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

Issue: Investment Quarterly Report for Fiscal Quarter Ending June 30, 2025

City Manager's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending June 30, 2025.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

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

The attached Investment Report summarizes the cash balances and investments as of June 30, 2025, for each agency. The City of Irwindale's balances include investments in all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances. All investments comply with the City's Investment Policy.

As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until September 10, 2025. Therefore, this same Investment Report will be included in the

Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

There is no fiscal impact of receiving and filing this report.

Attachments:

1. City of Irwindale Investment Report – June 30, 2025

CITY OF IRWINDALE
INVESTMENT REPORT
June 30, 2025

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
WELLS FARGO BANK GENERAL ACCOUNTS	$ 4,826,607	1.65%			$ 4,826,607	
WF MONEY MARKET ACCOUNT	$ 6,538,646	4.22%			$ 6,538,646	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 21,844,870	4.26%			21,871,047	
US GOVERNMENT AGENCIES						
FEDERAL FARM CREDIT Bank (FFCB)	$ 1,000,000	4.88%	11/28/23	07/28/25	$ 1,000,359	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,912,602	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,854,496	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/30/26	4,856,426	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,839,739	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	1.13%	07/29/21	07/29/26	4,851,614	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	1.87%	08/29/22	02/22/27	966,912	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.25%	10/24/24	10/22/29	2,002,159	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	4,000,000	4.60%	01/29/25	01/24/30	4,037,984	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.65%	01/29/25	01/28/30	2,006,747	Aaa / AA+
Sub-Total US Government Agencies:	$ 33,000,000				$ 32,329,038	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	$ 1,000,000	4.30%	01/09/23	10/01/26	$ 1,017,975	Aa2 / AA-
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	980,984	Aa1 / AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	988,657	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	953,036	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	988,657	Aa2 / AA-
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	2,032,895	Aa2 / AA
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,600,000	4.69%	12/01/23	06/01/28	1,527,297	Aa3 / AA-
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,847,807	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,311,286	A / A2
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	951,612	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	992,127	A / A2
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	989,171	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.36%	02/12/24	08/01/28	1,354,060	AA/AA+
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	945,709	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	967,243	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	978,830	Aa2 / AA
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,078,239	Aa2 / AA
CITY OF LOS ANGELES	1,000,000	3.70%	09/03/24	09/01/29	1,067,597	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,041,469	Aa2 / AA-
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	904,549	Aa1 / AA+
SAN BERNARDINOCOMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	939,078	Aa1 / AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	940,041	Aa2
BEVERLY HILLS PUBLIC FINANCING	1,000,000	4.01%	10/24/24	06/01/26	972,564	Aaa / AAA
SAN RAMON UNIFIED SCHOOL DISTRICT	2,000,000	4.43%	01/07/25	08/01/29	1,827,931	Aa1 / AA+
VACAVILLE UNIFIED SCHOOL DISTRICT	1,000,000	4.20%	03/12/25	08/01/29	914,207	Aa2
HEMET CALIFORNIA UNIFIED SCHOOL DISTRICT	1,000,000	4.00%	05/05/25	08/01/29	916,131	AA
Sub-Total Municipal Bonds:	$ 31,500,000				$ 30,429,150	
CORPORATE BONDS						
WELLS FARGO & COMPANY	$ 2,000,000	6.25%	10/21/22	10/21/27	$ 2,006,198	A1 / BBB+
TOYOTA MOTOR CREDIT CORPORATION	1,000,000	5.00%	11/10/22	10/16/25	989,637	A1 / A+
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	2,005,801	A1 / A-
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,467,715	Aaa / AA+
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,484,486	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	993,600	Aaa / AAA
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	979,635	A2 / A
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	1,001,064	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	982,803	A1 / BBB+
AMERICAN HONDA FINANCE	1,000,000	5.29%	10/24/24	10/05/26	1,001,109	Aa2 / AA
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	2,009,202	A1 / BBB+
Sub-Total Corporate Bonds:	$ 15,000,000				$ 14,921,251	
CERTIFICATES OF DEPOSIT						
UBS BANK USA	$ 245,000	3.40 %	08/31/22	09/02/25	$ 244,611	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	244,546	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	242,587	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	242,245	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	242,245	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	243,035	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	242,237	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	244,499	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	243,809	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	242,211	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	242,211	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	243,555	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	241,765	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	242,281	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/06/23	01/06/28	245,138	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	252,620	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	253,435	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	248,156	FDIC Insured
BANK OF AMERICA, N.A.	245,000	5.30 %	11/22/23	11/24/25	245,944	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	245,689	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	251,629	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	250,666	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	254,829	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	245,729	FDIC Insured
Sub-Total Certificates of Deposit:	$ 5,880,000				$ 5,895,669	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	1,000,000	4.36%	04/05/24	03/27/29	$ 1,020,444	Aaa / AAA
Sub-Total Supranationals:	$ 1,000,000				$ 1,020,444	
Total City of Irwindale Investments (Pooled Funds):	**$119,590,123**				**$ 117,831,853**	
HOUSING AUTHORITY (Funds 11 & 12)						
WELLS FARGO BANK GENERAL ACCOUNTS	$ 845,662	1.65%			$ 845,662	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,542,452	4.26%			4,547,895	
	$ 5,388,114				$ 5,393,557	
SUCCESSOR AGENCY (Funds 50-66)						
WELLS FARGO BANK GENERAL ACCOUNTS	$ 1,077,217	1.65%			$ 1,077,217	
LOCAL AGENCY INVESTMENT FUND (LAIF)	6,109,481	4.26%			6,116,802	
	$ 7,186,697				$ 7,194,018	
GRAND TOTAL OF INVESTMENTS	**$132,164,935**				**$ 130,419,428**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 11, 2025.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is **1.51** years, and the weighted average yield of the City's pooled investments at cost is **3.63%.** Market prices of securities are obtained directly through Bank Statements. Due to timing, Wells Fargo Bank General Account balances are combined and pre-reconciled and its yield rate is based on a negotiated earnings credit.

Approved by K.Borhani

Kambiz Borhani, Finance Director / City Treasurer

Item #11.C.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adopt a Code of Conduct for the Public Services Department

City Manager's Recommendation:

Adopt Resolution No. 2025-69-3657, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A CODE OF CONDUCT FOR THE PUBLIC SERVICES DEPARTMENT."

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

At the January 9, 2025 Parks & Recreation Special Meeting, Vice Chair Roman requested the Commission review a participant behavior policy for the Dan Diaz Recreation Center. After much research, it was determined that the City did not have this type of policy for the Dan Diaz Recreation Center, Irwindale Aquatics Center, or Irwindale parks. Additionally, staff identified most surrounding

cities have a code of conduct policy for its parks and recreation departments, including the Irwindale Public Library.

At the February 5, 2025 Parks & Recreation Regularly Scheduled Meeting, staff provided copies of and presented a variety of different policies on this topic, including the Irwindale Public Library's Code of Conduct, City of Monterey Park's Parks & Recreation's Behavior Guidelines, Temple City's Code of Conduct, and the City of Ventura's Parks & Recreation's Code of Conduct. After reviewing these documents, a discussion was held and the Commission requested staff use Temple City's Code of Conduct as a template to create a code of conduct for the City of Irwindale's Public Services Department.

The purpose of the Code of Conduct is to establish guidelines that promote and support a safe, fun, and healthy environment through productive participation. Participants are expected to adhere to this Code of Conduct and conduct themselves appropriately while utilizing and taking part in city facilities, parks, programs, services, field trips, and special events. The Code of Conduct for the Public Services Department provides information on the scope, the purpose, the standards of conduct, violations, enforcement and consequences of violations, outlines what constitutes immediate suspension, and the appeals process.

This policy will be signed and renewed when the participants renew their account profile. The account profile will be updated annually to verify the Code of Conduct is signed, a valid Resident ID/City Employee Card is on file, phone and email are accurate and any emergency contact information is updated.

A first draft of the Code of Conduct for the Public Services Department was presented to the Parks & Recreation Commission for their review and comments at the May 7, 2025 Regularly Scheduled Meeting. The second draft, with the Parks & Recreation Commission's requested edits, was presented to the Senior Citizen Commission at their May 27, 2025 Special Meeting at which time the Commission recommended approval to the Irwindale City Council. At the June 4th Parks & Recreation Regularly Scheduled meeting, the Commission reviewed the second draft, which incorporated their edits, and recommended approval to the Irwindale City Council.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. 7-23-2025 Code of Conduct - RESOLUTION POLICY (2023119.1)

RESOLUTION NO. 2025-69-3657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A CODE OF CONDUCT FOR THE PUBLIC SERVICES DEPARTMENT

WHEREAS, at the May 27, 2025 Special Senior Citizen Commission Meeting and the June 4, 2025 regularly scheduled Parks & Recreation Commission Meeting, the Commissions completed a final review of the Code of Conduct for the Public Services Department ("Code of Conduct Policy") and recommend approval to the City Council; and

WHEREAS, in order to provide a safe, orderly, and welcoming community environment for city services, programs, and events, held by the Public Services Department at the Dan Diaz Recreation Center, Irwindale Aquatics Center, Irwindale parks, and the Irwindale Senior Center, participants are required to comply with the Code of Conduct Policy; and

WHEREAS, Code of Conduct violations can pose a threat to property, public safety, and welfare and undermine the City of Irwindale's ability to provide a safe, orderly, and welcoming community environment for services, programs, and events; and

WHEREAS, the Code of Conduct Policy will be signed and renewed when resident participants renew their account profile, which requires an annual update to verify this policy is signed, a valid Resident ID/City Employee Card is on file, phone and email are accurate and any emergency contact information is updated; and

WHEREAS, the Code of Conduct Policy will be provided to all patrons through the City website, by hard copy at the Public Services Department at request, and will be signed by all nonresident participants who wish to participate in city programs; and

WHEREAS, based on the recommendations from the Parks & Recreation and the Senior Citizen commissions, the City Council hereby desires to approve the City of Irwindale Code of Conduct for the Public Services Department.

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

SECTION 1. The City Council hereby adopts the Recitals above as true and correct and incorporates them herein by reference.

SECTION 2. The City Council hereby approves and adopts the City of Irwindale Code of Conduct for the Public Services Department. City staff is hereby authorized to utilize and implement the Code of Conduct Policy, attached hereto as **Exhibit** "**A**".

SECTION 3. 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 4. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 23rd day of July 2025.

_____
Larry G. Burrola, 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. 2025-69-3657 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23RD day of July 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City of Irwindale

Code of Conduct for the Public Services Department

July 23, 2025

I. SCOPE

The City of Irwindale Code of Conduct for the Public Services Department (Collectively the Dan Diaz Recreation Center, Irwindale Aquatics Center, all Irwindale parks, and the Irwindale Senior Center) will provide guidelines as it relates to the programs, activities, services, field trips, and special events provided by and through the Public Services Department.

II. PURPOSE

The purpose of the Code of Conduct is to establish guidelines that promote and support a safe, fun, and welcoming environment through productive participation. Participants are expected to adhere to this Code of Conduct and conduct themselves appropriately while utilizing and taking part in city facilities, parks, programs, services, field trips, and special events.

III. STANDARDS OF CONDUCT

All City of Irwindale Public Services visitors, facility users, program participants, caregivers, organizations, businesses, and volunteers are expected to adhere to the following:

- Always communicate and conduct yourself in a manner that is respectful, considerate, and courteous to other patrons, participants, staff, and volunteers; and
- Know, understand, and follow all posted and written rules along with verbal rules and directions provided by staff, contractors, and volunteers. Ask a staff member if you are unaware or unsure about any rules; and
- Follow all program, facility, and park specific rules and guidelines; and
- Be respectful of all City facilities, parks, equipment, and property and the property of other patrons; and
- Check with staff prior to using any city equipment or rooms; and
- Secure all personal belongings. The city is not responsible for lost, damaged, and/or stolen items; and
- Dress appropriately for a public place. This includes wearing a shirt/top, pants/skirt/shorts, and shoes at all times (dress code is based on the program/class requirements such as appropriate swimwear at the Irwindale Aquatics Center, no shoes at Yoga, school approved/appropriate dress code at KidZone, etc.); and
- Clean-up after yourself including putting all trash and recyclables in the proper receptacles; and
- Please notify staff of any hazards, problems, or Code of Conduct violations as soon as possible; and
- Be flexible in accepting alternative facility assignments or modifications to schedules; and

- Comply with decisions of staff and abide by established grievance procedures if issues or concerns arise; and
- Comply with all applicable federal, state, and local laws, including the City of Irwindale's Municipal Code and policies, other city policies, and/or venue policies.

IV. VIOLATIONS

City staff reserves the right to remove any person from City facilities, parks, programs, activities, field trips, or special events who violates the Code of Conduct and the person(s) will be subject to the Consequences, as listed herein. The following actions are considered violations of the Code of Conduct and City staff may initiate the consequences below at its discretion, including but not limited to:

- Actions or behavior that unreasonably disrupts the public peace and welfare and denies other participants or volunteers the ability to safely and respectfully enjoy the Public Services facilities, parks, and its programs, services, activities, field trips, and special events; and
- Any physical, verbal, or cyber threat of imminent or future violence; repeated loud or offensive behavior; physically threatening or intimidating behavior; assault, actual or pretend fighting; abusive, obscene, or discriminatory language or gestures including but not limited to horseplay, bullying, unwelcome teasing, pushing, kicking, hitting, or fighting; and
- Destruction or vandalism of City materials, equipment, furniture or property; and
- Refusal to obey City staff with regard to the operation of any program or the use of any City facility or equipment; and
- Harassment or discrimination of any kind, including, but not limited to age, race, national origin, gender, religion, sexual orientation, or political affiliation; and
- Any activity that negatively affects the physical health of participants, volunteers, or City staff or places them in physical danger or fear of such threat; and
- Violations of City, County, State, or Federal law while on City property or when participating in City-sponsored programs, services, activities, field trips, or special events; and
- Possession, selling, or use of marijuana, tobacco, illegal drugs, non-prescribed, or appearing to be under the influence of controlled substances while on City property or when participating in City-sponsored programs, services, activities, field trips, or special events; and
- Possession, selling, or use of alcohol or appearing to be under the influence of alcohol on City property or when participating in City-

sponsored programs, services, and activities or excessive use of alcohol at City-sponsored field trips and special events that allow alcohol; and
- Inappropriate and/or revealing attire; and
- Severe lack of personal cleanliness and hygiene; and
- Use of restrooms for the purpose of shaving, bathing, hair cutting, washing clothes, or others such uses it is not intended for; and
- Use of any type of photographic equipment, including cell phones, in city locker rooms and restrooms; and
- Leaving children under the age of 9 unsupervised in any Public Services facility and 12 and under for Adult/Family field trips; and
- Bringing any animal into City facilities or in areas with signs that prohibit animals from entering, except for service animals or as authorized for City programs; and
- Entering employee only areas without permission from staff.

Staff members may apply this guideline differently to behavior in different locations depending on the disruption caused by the behavior. When disruptive behavior occurs on the public sidewalk, street or park in front of City facilities, staff members should ask that individuals discontinue the disruptive behavior and/or request police assistance to enforce applicable laws and ordinances as appropriate.

V. ENFORCEMENT & CONSEQUENCES OF VIOLATIONS

The City reserves the right to:

1. Require members of the public who engage in disruptive behavior to leave the premises.
2. Restrict or suspend members of the public who engage in disruptive behavior from using specific City facilities or services or revoke their use of specific City facilities or services. Suspension may include dissolution of privileges to use City facilities, City parks, City property, City services, or participation in City- sponsored programs, classes, activities, field trips, and special events.
3. Exclude members of the public who engage in disruptive behavior from City property for a specified period of time.

These guidelines will be applied fairly and equally to all members of the public. Persons of all ages are expected to follow this policy. Parents, guardians, or caregivers are responsible for ensuring that children meet this expectation as needed.

City staff will notify police immediately of any illegal behavior or threat to the safety of members of the public or staff.

Violations of the Code of Conduct shall be addressed in the following manner:

- **1st Offense: Verbal Counseling or Warning**
  Participants will receive a verbal warning from a City staff person. City staff will document this occurrence on an “Incident Report.” For items that require “repeated” or “severe” violations to be actionable, two or even three verbal warnings (at the discretion of the Division Manager/Supervisor or designee) with documentation will be required before moving to the “Second Offense” consequence.

- **2nd Offense: Written Warning and One Program Day Suspension**
  City staff will record the second offense on an “Incident Report.” The participant will meet with the Division Manager/Supervisor or designee to discuss the violation and implement any corrective action deemed necessary by the City. A written notice of suspension of one program day will be given to the participant outlining the incidents and the specific violation(s) of the Code of Conduct. Failure to meet with the Division Manager/Supervisor or their designees will be grounds for a continued suspension of more than one month.

- **3rd Offense: One Week to One Month Suspension**
  City staff will record the occurrence on an “Incident Report.” The participant will meet with the Division Manager/Supervisor and the Public Services Director or their designees to discuss the violation and implement any corrective action deemed necessary by the City. At the discretion of the Public Services Director or designee, a written one week to one-month suspension will be given to the participant explaining the incidents and the violation of the Code of Conduct. The written suspension will include the rationale for the duration of the suspension, the dates of the suspension and the process for appealing the suspension. Failure to meet with the Division Manager/Supervisor and Public Services Director or their designees will be grounds for a continued suspension of more than one month.

- **Final Offense: Long-Term Suspension**
  City staff will record the occurrence on an “Incident Report.” The participant will meet with the Division Manager/Supervisor and the Public Services Director or their designees to discuss the violation and implement any corrective action deemed necessary by the City. At the discretion of the Public Services Director or designee, a written long-term suspension will be given to the participant explaining the incidents and the violation of the Code of Conduct, include the dates of the suspension, and the process for appealing the suspension. Failure to meet with the Division

Manager/Supervisor and Public Services Director or their designees will be grounds for a continued suspension until such meeting takes place.

Immediate Suspension

Notwithstanding the above, participants/patrons may receive an immediate suspension and revocation of privileges if the violation is so serious in nature as determined by the Public Services Director or their designee that immediate suspension is warranted to protect the health, safety, or welfare of other participants, City staff or other persons. Such violations may include but are not limited to:

- Violations that place participants, volunteers, City staff, other persons, self, or City property in imminent danger, including but not limited to verbal and physical threatening, abusive, and bullying behavior, weapons, intimidation, and harassment; and
- Violations that involve bringing weapons of any kind, even with a permit, to a city facility, event, program, on a City bus, or park grounds; and
- Violations involving law enforcement personnel.

City staff will record the occurrence on an "Incident Report." The participant will meet with the Public Services Director or their designee to discuss the violation and, if applicable, implement any corrective action deemed necessary by the City notwithstanding the immediate suspension. At the discretion of the Public Services Director or designee, a written long-term suspension will be given to the participant explaining the incidents, the violation of the Code of Conduct, the dates of the suspension, and the process of appealing the suspension. Failure to meet with the Public Services Director or their designee will be grounds for a continued suspension until such meeting takes place.

Appeal Process

Participants have the right to appeal a decision made regarding an incident to the City Manager or designee within 15 days of receipt of the written notice of suspension. Participants must appeal the decision in writing by e-mail or mail.

E-mail:
City Manager
cityclerk@irwindaleca.gov

Mail:
City of Irwindale
Attn: City Manager
5050 N. Irwindale Avenue, Irwindale, CA 91706

After a thorough review of the participant's Code of Conduct violation(s), an appointment will be made with the participant to discuss the situation. The participant will not be allowed to participate in any Public Services Department classes, programs, services,

field trips, and/or special events, including those programs held at City facilities, City parks, or City properties until the investigation and appeal process is completed

If a participant/patron is a minor, then City staff will meet with the parent(s)/ guardian(s) of the minor.

I have read the City of Irwindale Public Services Department's Code of Conduct and agree to abide by the rules and guidelines outlined herein.

Participant

Printed Name: _____

Signature: _____ Date: _____

Parent/Guardian Signature for Minors

Printed Name: _____

Signature: _____ Date: _____

Item #11.D.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: LSA Contract Amendment

City Manager's Recommendation:

That the City Council approve the attached contract Amendment No. 4 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation and completion of the Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:
Jeff Tyler, Associate Planner — Electronically Approved

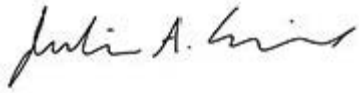
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

BACKGROUND

On October 28, 2020, the City Council approved an Agreement for Contract Services with LSA Associates, Inc. ("Contract") for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for a proposed project at 500 Speedway Drive. The project includes the preparation of a Specific Plan to develop an industrial/commercial business park with eleven (11) light industrial and flex commercial/office buildings and an optional Battery Energy Storage System (BESS). The original contract was for the sum of $339,922.00, paid by Irwindale Outlet Partners, LLC, the initial Applicant/Developer for the project. On September 15, 2022, the property was sold to Irwindale Industrial, LLC. As the new owner, Irwindale Industrial, LLC is continuing the application process. The applicant has renamed the project Pitstop Specific Plan.

Contract Amendment No. 1 was approved by the City Council on December 14, 2022, for a budget increase of $54,572.00, bring the contract total to $394,494.00 ($339,922 + $54,572) to complete the preparation of the EIR. This was required to allow additional analyses to be included in the Draft and Final EIR and included a 5% contingency. The analyses included the collection of new traffic counts, rerunning the traffic model, intersection analysis, site plan revisions, additional cumulative projects analysis, and a Caltrans Safety Analysis.

Contract Amendment No. 2 was approved by the City Council on November 29, 2023 for a time extension only. The Contract stated that the Consultant shall commence the service upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance”, in no event to exceed June 1, 2023. The contract time period was extended to August 2024.

On October 25, 2023, the City Council conducted a regularly scheduled City Council meeting and motioned to continue the item to the next regularly scheduled City Council meeting. On November 8, 2023 the City Council conducted a regularly scheduled City Council meeting, pulled the item from the consent calendar directed staff to revise and clarify details of the proposal, and motioned to continue the item to the special City Council meeting scheduled November 29, 2023.

Contract Amendment No. 3 was approved by the City Council on December 11, 2024 for a budget increase of $211,218.36, bringing the contract total to $605,712.36 ($394,494.00 + $211,218.36). This was required to allow the consultant to conduct additional tasks which included EIR revisions to reflect minor changes/additions to the project. Updated technical analyses to reflect project use matrix changes (Air Quality and Noise Technical Reports), and Transportation Impact Analysis. BESS CEQA analysis. Response to applicant, City staff, and legal comments on the Screencheck EIR. Attendance at biweekly meetings, as requested by the applicant. Attendance at public hearings. Attendance at additional meetings as requested by the City. Additional project management efforts related to an

extension of project schedule and ongoing project changes.
Contract Amendment No. 4 is for the Consultant to perform additional tasks to complete revisions to the traffic impact analysis for the project that includes:

- Site Plan Revisions
- Traffic Scoping Revisions
- Traffic Model Revisions
- Collection of New Traffic Counts
- Revisions to Caltrans Safety Analysis
- Additional Traffic Operational Improvements & Intersection Analysis
- Additional Coordination Meetings

Contract Amendment No. 4 is for an additional $128,554.70. The original contract was approved for $339,922.00, the first amendment added an additional cost of $54,572.00 increasing the contract to $394,494.00, the third amendment added an additional cost of $211,218.36 increasing the contract to $605,712.36. As listed above the fourth amendment will add an additional $128,554.70 for a new contract totaling $734,267.06 ($605,712.36 + $128,554.70).

Fiscal Impact:

The entire cost for this consultant work will be covered by the Applicant/Developer, Irwindale Industrial, LLC. The City's General Fund will not be impacted. The applicant has agreed to reimburse the City 100% of all costs and expenses incurred by the City by providing a deposit account pursuant to the reimbursement between the City and Irwindale Industrial, LLC.

Attachments:

1. LSA Contract Services Agreement Amendment No. 4 (Final) (2022523.1)

AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF IRWINDALE AND LSA ASSOCIATES, LLC. (CONSULTANT OR LSA)

THIS AMENDMENT NO. 4 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 4") is made and entered into this 23rd day of July 2025, by and between the City of Irwindale, a California municipal corporation ("City"), and LSA Associates, Inc., a California corporation ("Consultant" or "LSA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. Pursuant to the City of Irwindale's Municipal Code, City has the authority to enter into and execute this Amendment No. 4.

B. The City and Consultant entered into that certain Contract Services Agreement (herein "Agreement") dated October 28, 2020, for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the future buildout of up to eleven (11) speculative light industrial and flex commercial buildings, as those terms are defined in the Agreement for property located at 500 Speedway, Irwindale, CA. The Agreement now includes an optional battery energy storage system (BESS). The Agreement established a Contract Sum of THREE HUNDRED AND THIRTY-NINE THOUSAND AND NINE HUNDRED AND TWENTY-TWO DOLLARS ($339,922.00).

C. Pursuant to Section 1.9 of the Agreement, any increase in compensation up to ten percent (10%) of the Contract Sum or $25,000 may be approved by the Contract Officer. Any increase in compensation exceeding $25,000 must be approved by the City Council.

D. On December 14, 2022, the Parties entered into Amendment No. 1 to the Agreement to increase the Contract Sum by FIFTY FOUR THOUSAND AND FIVE HUNDRED SEVENTY TWO DOLLARS ($54,572.00) for the completion of the environmental document for the Irwindale Speedway Commerce Center Specific Plan project; bringing the contract total to $394,494.00.

E. On November 29, 2023, the Parties entered into Amendment No. 2 to the Agreement and extended the contract time period to August 2024.

F. On December 11, 2024, the Parties entered into Amendment No. 3 to the Agreement to increase the Contract Sum by TWO HUNDRED ELEVEN THOUSAND AND TWO HUNDRED EIGHTEEN DOLLARS AND THIRTY SIX CENTS ($211,218.36) for EIR revisions, updated technical analysis changes to Air Quality and Noise Technical Reports, Transportation Impact Analysis and BESS CEQA analysis; bringing the contract total to $605,712.36.

G. By this Amendment No. 4, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 2.1 of the Agreement to increase in the Contract Sum by ONE HUNDRED TWENTY EIGHT THOUSAND DOLLARS AND FIVE HUNRED FIFTY FOUR DOLLRS AND SEVENTY CENTS ($128,554.70), bringing the final total to SEVEN HUNDRED THIRTY FOUR THOUSAND AND TWO HUNDRED SIXTY SEVEN DOLLARS AND SIX CENTS ($734,267.06).

H. By this Amendment No. 4, City and Consultant desire to amend the Agreement in accordance with the provisions of Section 3.2 of the Agreement to account for a revised Schedule of Performance.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2.1 of the Agreement, entitled "Contract Sum" shall be amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~SIX HUNDRED AND FIVE THOUSAND, SEVEN HUNDRED AND TWELVE DOLLARS AND THIRTY SIX CENTS ($605,712.36)~~ ***SEVEN HUNDRED THIRTY FOUR THOUSAND AND TWO HUNDRED SIXTY SEVEN DOLLARS AND SIX CENTS ($734,267.06).*** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9."

2. Section 3.2 of the Agreement is hereby amended to read in its entirety as follows (added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~):

> "3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D~~", dated October 4, 2023~~, ~~dated November 19, 2024~~***, dated June 23, 2025*** and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the "Schedule of Performance" may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively."

3. Exhibit "A" to the Agreement is hereby amended to incorporate Amendment No. 4 to the Scope of Services, attached hereto as Exhibit "A." Whenever the term "Scope of Services" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 4 to the Scope of Services.

4. Exhibit "B" to the Agreement entitled "Special Requirements" shall remain unchanged.

5. Exhibit “C” of the Agreement entitled “Schedule of Compensation” shall be substituted and superseded in its entirety with the “Schedule of Compensation contained in Exhibit “C” attached hereto.

6. Exhibit “D” of the Agreement entitled “Schedule of Performance/Timeline” shall be substituted and superseded in its entirety by the “Schedule of Performance/Timeline” dated June 23, 2025, contained in Exhibit “D” attached hereto.

7. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect. From and after the date of this Amendment No. 4, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 4.

8. Corporate Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]4

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____,
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

LSA Associates, INC., a California corporation

By:_____
Name: Anthony Petros
Title: CEO
Address: 20 Executive Park
Suite 200
Irvine, CA 92614

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

EXHIBIT "A"

AMENDMENT NO. 4 SCOPE OF SERVICES
Effective June 25, 2025

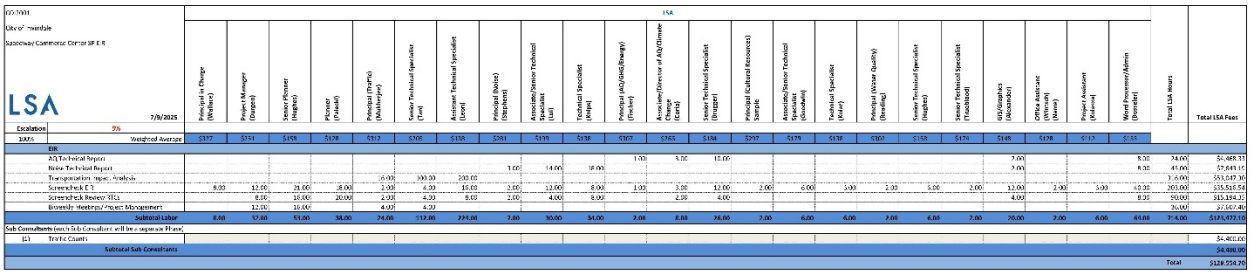
The following scope of work details the additional work covered in this contract amendment and is organized per the tasks in our original approved contract with the City dated October 28, 2020, amended December 14, 2022, amended November 29, 2023, and December 11, 2024.

SCOPE OF WORK

Task Name
Site plan revisions
Scoping Agreeent Memorandum revisions and submittal
Re-running the traffic model SCAG Travel Demand Model
Collect new traffic counts at study intersections and roadway segments
Revisions of approved and pending projects from City and surrounding jurisdictions
Revisions to the Caltrans Safety Analysis
Revision of the traffic operational improvements and intersection analysis
Coordination Meetings
AQ/GHG/Energy Analysis
Noise Analysis
Administrative Draft EIR

EXHIBIT "C"

SCHEDULE OF COMPENSATION



05-7001 City of Avondale Gateway Commerce Center SF E R LSA 7/8/2025	LSA																									
	Principal in Charge (Walker)	Project Manager (Dupont)	Senior Planner (Hughes)	Planner (Tylaska)	Principal (Terris) (Mahoney)	Senior Technical Specialist (Tate)	Relevant Technical Specialist (Scott)	Principal Noise) (Stephens)	Associate/Senior Technical Specialist (Lai)	Technical Specialist (Miller)	Principal (AQ/GHG/Energy) (Tinsley)	Associate/Director of AQ/Climate Change (Cole)	Senior Technical Specialist (Dupont)	Principal (Cultural Resources) Sanchez	Associate/Senior Technical Specialist (Goodwin)	Technical Specialist (Kelly)	Principal (Visitor Quality) (Bunting)	Senior Technical Specialist (Hughes)	Senior Technical Specialist (Hartman)	GIS/Graphics (Mikolajczyk)	Office Assistant (Wilcoxon)	Project Assistant (Quiroz)	Word Processor/Admin (Herrera)	Total LSA Hours	Total LSA Fees
Escalation 5%																										
100% Weighted Average	$377	$251	$198	$128	$312	$208	$188	$281	$195	$138	$302	$265	$184	$297	$179	$138	$302	$158	$179	$148	$128	$113	$133			
EIR																										
AQ Technical Report											1.00	5.00	10.00							7.00			8.00	34.00	$4,468.33
Noise Technical Report								3.00	14.00	16.00										7.00			8.00	48.00	$7,649.15
Transportation Impact Analysis					6.00	100.00	200.00																	306.00	$53,047.36
Screencheck ETI	8.00	12.00	24.00	48.00	2.00	4.00	16.00	2.00	12.00	8.00	1.00	3.00	12.00	2.00	6.00	5.00	2.00	5.00	2.00	12.00	2.00	5.00	40.00	203.00	$35,516.54
Screencheck Review ETIs		8.00	16.00	20.00	2.00	4.00	8.00	2.00	4.00	8.00		2.00	4.00							4.00			8.00	80.00	$15,184.10
Biweekly Meetings/Project Management		12.00	16.00		4.00	4.00																		36.00	$7,067.40
Subtotal Labor	8.00	32.00	56.00	68.00	24.00	312.00	224.00	7.00	30.00	32.00	2.00	10.00	26.00	2.00	6.00	5.00	2.00	5.00	2.00	30.00	2.00	5.00	64.00	814.00	$123,933.00
Sub Consultants (each Sub Consultant will have separate Phase)																										
(1) Traffic Counts																										$4,400.00
Subtotal Sub Consultants																										$4,400.00
																									Total	$128,558.70

EXHIBIT "D"

SCHEDULE OF PERFORMANCE/TIMELINE

Proposal Dated June 23, 2025

Task Name	Duration	Finish
Traffic Scoping Memo	4 weeks	4 weeks
TIA	10 weeks	14 weeks
VMT Analysis	Concurrent with TIA	14 weeks
AQ/GHG/Energy Analysis	4 weeks	18 weeks
Noise Analysis	4 weeks	18 weeks
LSA prepares Administrative Draft EIR	3 weeks	21 weeks
City review of Administrative Draft EIR	4 weeks	25 weeks
LSA prepares Screencheck Draft EIR	3 weeks	28 weeks
City review of Screencheck Draft EIR	4 weeks	32 weeks
LSA makes final edits to Draft EIR	3 weeks	35 weeks
Draft EIR public review	45 days	42 weeks
LSA prepares of Final EIR/RTCs	4 weeks	46 weeks
City review of Screencheck Final EIR/RTCs	4 weeks	50 weeks
LSA prepares Final EIR	2 weeks	52 weeks
City review Final EIR for publication	2 weeks	54 weeks
Public Final EIR	2 weeks	56 weeks
Planning Commission Meetings and City Council Meetings	TBD	TBD/ 2 meetings each

Item #11.E.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Zone Ordinance Amendment No. 02-2025, Ordinance No. 800 to Establish an Ordinance Regulating Battery Energy Storage Systems (BESS)

City Manager's Recommendation:

That the City Council adopt on second reading by title only with further reading waived Ordinance No. 800, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING TABLE 17.06.020-1 ("LAND USE REGULATIONS – INDUSTRIAL & OFFICE ZONES") WITHIN SECTION 17.060.020 ("LAND USE REGULATIONS") OF CHAPTER 17.06 ("INDUSTRIAL AND OFFICE ZONE DISTRICTS") AND ADOPTING CHAPTER 17.40 "BATTERY ENERGY STORAGE SYSTEMS (BESS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

Administrative Action:

Submitted/Prepared by:

Marilyn Simpson, AICP, Community Development Director

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

At its meeting of July 9, 2025 the City Council introduced the above ordinance for first reading, including the recommendations made by the Planning Commission.

The Ordinance outlines certain development standards and regulations for a BESS facility. Regulations include application procedures, definitions, land use and siting standards, permitting, environmental compliance, safety and certifications, and decommissioning. A requirement for BESS requires the applicant to enter into a Public or Community Benefit Agreement, which may include funding for specific community improvements and amenities. Processing an application for a BESS facility would be via a Development Agreement, a Conditional Use Permit, unless otherwise designated in a specific plan, and a Site Plan and Design Review Permit.

The Ordinance complies with Senate Bill SB38 that requires that each Battery Energy Storage Facility located in the State have an emergency response and emergency action plan that covers the premises of the battery energy storage facility. The owner or operator of the facility, in developing the plan, is required to coordinate with local emergency management agencies, uniform program agencies, and local first response agencies and submit the plan to the City for review.

Fiscal Impact:

There is no cost with the City Council approval of the Zoning Ordinance Amendment.

Attachments:

1. BESS Ordinance No. 800 (Final)

ORDINANCE NO. 800

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING TABLE 17.06.020-1 ("LAND USE REGULATIONS – INDUSTRIAL & OFFICE ZONES") WITHIN SECTION 17.060.020 ("LAND USE REGULATIONS") OF CHAPTER 17.06 ("INDUSTRIAL AND OFFICE ZONE DISTRICTS") AND ADOPTING CHAPTER 17.40 "BATTERY ENERGY STORAGE SYSTEMS (BESS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, there is a growing demand for Battery Energy Storage Systems (BESS) in the State of California because of the need for more renewable electricity to meet the state's clean energy objectives and to ensure the reliability of its electric grid, among other factors; and

WHEREAS, a BESS facility captures energy from the grid, stores it, and later releases it to supply electricity or other grid services when needed, usually during periods of high demand. This process can enhance the reliability and efficiency of the electric grid while also potentially stabilizing power rates; and

WHEREAS, the City of Irwindale ("City Council") recognizes that the City of Irwindale ("City") has seen a rise in inquiries and applications for development of BESS facilities; and

WHEREAS, the City recognizes a need to establish adequate policies and standards in place for the development of BESS facilities in order to protect the health, welfare, safety, and quality of life for the general public, to ensure compatible land uses in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment; and

WHEREAS, on February 26, 2025, the City Council reviewed several adopted ordinance from public agencies in California and outside California and directed staff to prepare a BESS Ordinance for Irwindale; and

WHEREAS, on April 23, 2025, the City Council adopted Urgency Ordinance No. 793 to adopt and impose regulations for the development of BESS facilities because the existing provisions of the City of Irwindale Municipal Code did not address battery energy storage facilities. The City Council also adopted Ordinance No. 772, a comprehensive zoning code update, repealing and replacing the entirety of Title 17 of the Irwindale Municipal Code, effective May 9, 2025, which would result in the repeal of Urgency Ordinance No. 793; and

WHEREAS, on May 8, 2025 the City adopted Urgency Ordinance No. 797, to ensure that the City's BESS regulations remained in place immediately, were consistent

with the City's comprehensive Title 17 Zoning Code Update within Ordinance No. 772, and to protect the public safety, health, and welfare of the community; and

WHEREAS, the City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, on June 18, 2025, the Planning Commission held a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on June 18, 2025, the Planning Commission adopted Resolution No. 855(25) recommending that the City Council adopt Ordinance No. 800 with the following recommended changes:

1. Revise Section 17.40.040(A) Location Requirements, to read:

   BESS facilities shall not be constructed within 1,000 feet of any residentially zoned property, hospital, or school, measured from the closest property line of each use.

2. Direct staff to perform an analysis on how close a BESS facility shall be to another BESS facility.

3. Revise Section 17.40.040(D) Location Requirements, as follows:

   Noise. BESS facilities may operate 24/7, provided that the operation complies with the City's noise standards as set forth in Chapter 9.28 (Noise). Applicants shall submit equipment and component manufacturer's noise ratings to demonstrate compliance. At the discretion of the Community Development director, a separate noise study ~~may~~ shall be required along with compliance by the owner/operator with any mitigation measures recommended to ensure compliance with the noise standards.

4. Include a requirement for the BESS operator to have a liability policy in the Ordinance and Development Agreement, which has been added to the Ordinance as section 17.40.080(A):

   A. The owner and/or operator of any BESS facility shall maintain for the life of the project and the duration of the use of the facility liability insurance policies in a form and amount approved by the City and as set forth in any development agreement. All costs shall be borne solely by the owner and/or operator.

WHEREAS, on July 9, 2025, the City Council held a duly noticed public hearing, as required by law adopting Ordinance No. 800, adding Chapter 17.40 Battery Energy Storage Systems (BESS) to Title 17 (Zoning) of the Irwindale Municipal Code, regulating BESS in M-2 Zones and amending Table 17.06.020-1 (Land Use Regulations – Industrial & Office Zones) within Section 17.060.020 (Land Use Regulations) of Chapter 17.06 (Industrial and Office Zone Districts), including the Planning Commission recommendations; and

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

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

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

SECTION 2. Amendment of Comprehensive Zoning Code Update. The following amendments to Title 17 of the Irwindale Municipal Code shall apply to the Comprehensive Zoning Code Update as set forth in Ordinance No. 772, and shall be effective upon the effective date of Ordinance No. 772.

SECTION 3. Amendment of Code. The City Council hereby approves and amends Table 17.06.020-1 ("Land Use Regulations – Industrial & Office Zones") within Section 17.060.020 ("Land Use Regulations") of Chapter 17.06 ("Industrial and Office Zone Districts") of Title 17 ("Zoning") of the Irwindale Municipal Code which shall now read in its entirety as follows:

"

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Public/Semi-Public Uses				
Colleges and Trade Schools	P	P	C	
Emergency Shelter	C	C	C	Shall be consistent with AB 2339
Hospitals and Clinics	-	-	C	
Instructional Classes/Studios	P	-	P	
Park and Recreation Facilities	P	P	P	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Parking Lots and Structures	M	M	M	
Public Safety Facilities	P	P	P	
Commercial Uses				
Adult Entertainment	-	C	C	
Animal Care, Sales, and Services	***See subclassifications below***			
Animal Sales and Grooming	-	-	P	
Boarding/Kennels	P	P	C	
Veterinary Services	P	P	P	
Automobile/Vehicle Sales and Services	***See subclassifications below***			
Automobile Rentals	P	P	-	
Automobile/Vehicle Repair, Major	C	P	-	See Section 17.12.070.
Automobile/Vehicle Service and Repair, Minor	P	P	-	
Automobile/Vehicle Sales and Leasing (new and used)	P	P	-	
Fueling/Charging Stations (including alternative fuels)	C	C	-	
Large Vehicle and Equipment Sales, Service, and Rental	P	P	-	
Automobile /Vehicle Washing	P	P	-	Includes mobile car washing. See Section 17.12.070D.
Towing and Impound	C	C	-	
Auto Dismantling and Salvage	-	-	-	Permitted on Alpha Street only. See Chapter 17.10 Auto Dismantling Overlay Zoning

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Banks and Financial Institutions	***See subclassifications below***			
Banks and Credit Unions	-	-	P	
Check-Cashing Businesses	-	-	P	
Business Support Services	P	P	P	
Commercial Entertainment and Recreation	***See subclassifications below***			
Cinema/Theaters	C	-	C	
Indoor Sports and Recreation	C	C	M	
Outdoor Sports and Recreation	C	C	C	
Instructional Classes/Studios	P	-	P	
Eating and Drinking Establishments	***See subclassifications below***			
Bars/Night Clubs/Lounges	C	-	C	
Restaurant	P	P	P	
Farmer's Markets	M	M	M	
Catering	P	P	P	
Funeral Parlors and Interment Services	C	C	-	
Hotels	C	C	C	
Appliance Maintenance and Repair Services	P	P	P	
Mobile Food Vendor	***See Section 17.12.160, Mobile Food Vending***			
Nurseries and Garden Centers	P	P	P	
Offices	***See subclassifications below***			
Business, Professional, and Technology	P	P	P	
Medical and Dental	P	P	P	
Personal Services	***See subclassifications below***			
General Personal Services	P	P	P	
Massage Establishments	-	-	C	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Tattoo or Body Modification Parlor	M	M	M	
Retail and Services	***See subclassifications below***			
Building Materials Stores and Yards	P	P	-	
Home Improvement Sales	P	P	-	
Convenience Stores	C	C	P	
Food and Beverage – Retail Sales	C	-	P	
General Retail	C	C	C	
Industrial Uses				
Battery Energy Storage Systems	-	C	-	Subject to Development Agreement approved by the City See Chapter 17.40 Battery Energy Storage Systems (BESS)
Cannabis-Related Industrial	*See subclassifications below*			
Cannabis Indoor Commercial Cultivation Facility	-	-	-	
Cannabis Laboratory Materials Testing Facility	-	-	-	
Cannabis Manufacturing Facility	-	-	-	
Wholesale Cannabis Logistics, Distribution, and Transportation Facility	-	-	-	
Construction and Material Yards	P	P	-	
Custom and Artisan Manufacturing	P	P	-	
Donation Center/Station	C	C	-	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Food and Beverage Manufacturing	P	P	C	See Chapter 17.20, Performance Standards
Light Manufacturing	P	P	P	
Heavy Manufacturing	-	P	C	
Research and Development	P	P	P	
Materials Recovery Facility	-	C	-	Subject to Development Agreement approved by the City
Indoor Warehousing, Storage and Wholesaling and Distribution	P	P	P	
Outdoor Storage	-	M	-	Incidental use outside building.
Personal Storage	C	C	-	
Transportation, Communication, and Utility Uses				
Airports and Heliports	-	C	-	
Communication Facilities Within Buildings	P	P	P	
Wireless Telecommunications	*See Section 17.12.260, Wireless Telecommunications Facilities*			
Freight/Trucking Facilities	-	C	-	
Light Fleet-Based Services	M	M	-	
Professional Fleet-Based Services	-	P	-	
Public Works and Utilities	C	C	-	
Recycling Facility	***See subclassifications below***			
Reverse Vending Machine (incidental to other retail use)	C	C	-	
Recycling Collection Facility	-	C	-	

Table 17.06.020 Land Use Regulations-Industrial and Office Zones				
"P" = Permitted Use	*"M" = Minor Use Permit Required*	*"C" = Conditional Use Permit Required*	*"-" = Not Allowed*	
Land Use Classifications	**M-1**	**M-2**	**BP**	**Notes and Additional Regulations**
Recycling Processing Facility	-	C	-	
Agricultural and Extractive Uses				
Commercial Nursery	M	M	-	
Surface Mining Operations	-	C	-	See Surface Mining, Chapter 17.21
Additional Uses				
Accessory Uses and Structures	See Section 17.12.040, Accessory Uses and Structures			
Electric Vehicle Parking	See Section 17.16.070.D, Electric Vehicle Charging Stations			
Nonconforming Uses and Structures	See Chapter 17.18, Nonconforming Uses, Sites, and Buildings			
Outdoor Dining and Seating	See Section 17.12.190, Outdoor Dining and Seating			
Solar Energy Systems	See Section 17.12.220, Solar Energy Systems.			
Temporary Uses	See Section 17.12.230, Temporary Uses.			

"

SECTION 4. Adoption of Code. The City Council hereby adopts and adds a new Chapter 17.40, entitled "Battery Energy Storage Systems (BESS)" to Title 17, entitled "Zoning," of the Irwindale Municipal Code to read in its entirety as follows:

"CHAPTER 17.40 - Battery Energy Storage Systems (BESS)"

Contents:

17.40.010 Purpose
17.40.020 Applicability
17.40.030 Definitions
17.40.040 Development Standards
17.40.050 Required Findings
17.40.060 Conditions of Approval
17.40.070 Emergency Response and Action Plan
17.40.080 Financial Assurance
17.40.090 Decommissioning
17.40.100 Change of Ownership
17.40.110 Abandonment

17.40.010 – Purpose– The purpose of this chapter is to provide the means to regulate the development of utility-scale Battery Energy Storage Systems (BESS) in certain areas of the City. The regulations herein are intended to protect the health, welfare and safety of the general public, to ensure compatible uses of land in the areas affected by energy storage facilities and to mitigate the impacts of energy storage facilities on the environment.

17.40.020 – Applicability – The provisions of this chapter shall apply to all utility-scale Battery Energy Storage Systems (BESS) permitted, installed, or modified within the City of Irwindale, after the effective date of this ordinance. Modifications to, retrofits, or replacements, excluding general maintenance and repair, of any part of a BESS facility shall also be subject to this Chapter.

BESS facilities shall only be developed within M-2 zones. In addition to this Chapter, all applications for BESS facilities shall be subject to a conditional use permit pursuant to Chapter 17.28 or incorporated into a specific plan, a development agreement pursuant to Chapter 17.34, and Site Plan and Design Review pursuant to Chapter 17.27.

17.40.030 – Definitions

A. "Battery Energy Storage System" or "BESS": A battery energy storage system that is a utility-scale engineered system of electrical devices and equipment that enable electric energy, such as energy generated from renewable energy sources, like solar and wind, to be stored and then released when the power is needed. Utility-scale BESS facilities are intended primarily to interact with the electric grid and are not intended to serve a specific end user.

17.40.040 – Development Standards

All applications for BESS facilities shall be subject to Site Plan and Design Review, pursuant to Chapter 17.27. In addition to those requirements set forth in this chapter, and which the Planning Commission or City Council may otherwise impose, all BESS developments shall comply with the site design requirements set forth below:

A. Location Requirements.

1. BESS facilities shall not be constructed within 1,000 feet of any residentially zoned property, hospital, or school, measured from the closest property line of each use.

2. BESS facilities shall not be constructed further than 1 mile from the connecting utility measured from the nearest point of each parcel boundary.

3. Staff shall perform an analysis on how close a BESS facility shall be to another BESS facility.

B. Development Requirements.

1. BESS facilities shall be subject to Site Plan and Design Review pursuant to Chapter 17.70 of the IMC and comply with all applicable standards of the Building Code, the adopted Fire Code, and any Los Angeles County Fire Department requirements, as amended from time to time. Battery module enclosures and associated electrical equipment are not subject to the City's Commercial and Industrial Design Guidelines.

2. All BESS components and mechanical equipment must be enclosed by a minimum 10-foot-high non-scalable perimeter solid wall. Perimeter walls shall be a minimum of 10-feet high and consist of either decorative concrete masonry block or decorative concrete tilt-up walls consistent with the City's Commercial/Industrial Design Guidelines.

3. Height requirements for BESS units shall adhere to a maximum of 12-feet for the equipment itself and 15-feet for the overall building height. These limits shall not apply to the project substation. Vertical stacking of BESS units shall not be permitted.

4. BESS facility utilities and transmission lines shall be installed underground, except when written approval is otherwise granted by the City. Any required above-ground interconnectivity shall be subject to a zone variance.

5. The ground surface of a BESS facility shall be covered with gravel, asphalt, concrete, and other compatible materials. All driveways and pathways between battery energy storage system structures, and any other associated pad-mounted structures, shall contain pervious pavement or similar material.

6. A BESS facility may include, but is not required to include, a single-story warehouse-type Operations and Maintenance (O&M) building for storage of parts used for maintenance. Any

such single-story warehouse-type building shall be consistent with the City's Commercial/Industrial design guidelines.

7. BESS facilities must be set back at least 50-feet from all side, rear, and front lot lines. Access drives and parking may be situated within these setback areas. Additionally, all buildings must have a minimum clearance of 12-feet between BESS components and all buildings, and other exposure hazards unrelated to electrical grid infrastructure.

8. Onsite lighting shall be required for safety and operational purposes. Light fixtures shall not exceed a height of 35-feet.

9. The maximum height of BESS Substation Dead-end Structure shall be 65-feet. The dead-end structure is the onsite substation termination of the transmission line and highest structure for the onsite substation.

10. Prior to the issuance of a building permit, a Comprehensive Sign Program shall be approved by the City. Adequate safety and informational signage shall be posted in clearly visible areas in and around the BESS area and all access points in compliance with City requirements.

C. Parking & Access.

1. Parking and access shall be provided for vehicles consistent with the requirements of Chapter 17.64.

2. Vehicle barriers such as bollards shall be installed to minimize the potential of collision with the BESS facility, as may be required by the City Engineer.

3. Proper emergency access to each BESS facility shall be maintained according to LA County Fire requirements, and an emergency plan for the facility must be submitted to the City's Engineering Department for approval.

D. Noise. BESS facilities may operate 24/7, provided that the operation complies with the City's noise standards as set forth in Chapter 9.28 (Noise). Applicants shall submit equipment and component manufacturer's noise ratings to demonstrate compliance. At the discretion of the Community Development director, a separate noise study shall be required along with compliance by the owner/operator with any mitigation measures recommended to ensure compliance with the noise standards.

E. Landscaping. The listed requirements shall apply to all site improvements regarding the landscape around the BESS facility:

1. A minimum of 10% of the site shall be landscaped.

2. Landscaping or vegetation is not permitted within the screen walls surrounding the BESS units.

3. Required Areas: All setbacks, parkways, open areas, plazas, paseos, and non-work areas outside of the screen walls that are visible from a public street/alley or from a parking lot available to the general public shall be landscaped.

4. Landscape Coverage Requirement: Shrubs, groundcover and other plant material shall cover all areas outside of the screen walls that are visible from a public street/alley or from a parking lot available to the general public and that are not occupied by structures, parking areas, storage, trash enclosures, driveways, and sidewalks at the time of issuance of a Certificate of Occupancy. Embellished pavement, fountains, and similar hardscape materials may, in part, be substituted for the required landscaping through the site plan and design review process.

5. Parkway-Adjacent Planting and Maintenance: Parkways located between the sidewalk and the edge of development shall meet the following requirements:

   (i) The ground surface shall contain shrubs, mulch, or ground cover designed to provide coverage within two years of planting.

   (ii) If a wall or fence separates the development from the street, planning vines or espalier shrubs shall be incorporated into the planning design.

6. Required Landscaping for Loading Aeras: Loading areas shall incorporate landscaping to provide screening if visible from the public right-of-way, adjacent non-industrial uses, or pedestrians.

7. Trees: Perimeter landscaping shall include one street tree for each 30 lineal feet of street frontage.

8. Trees: All trees planted along a street frontage shall be of a minimum 15-gallon size. All other trees planted shall be of a minimum 5-fallon size or have a brown trunk height of 3-feet.

17.40.050 – Required Findings – In addition to the findings required by Chapter 17.70, the Planning Commission and City Council shall make the following findings for a BESS development project:

A. The proposed use will not adversely affect nearby residents and facilities primarily devoted to use by children, families, and the general public, after giving consideration to the distance or proximity of the proposed BESS to residential districts, educational institutions, nursery schools, day camps, day care centers, public parks, playgrounds, places of worship or hospitals.

B. The construction and operation of the facility will have an overall net positive economic benefit to the City. For purposes of this subsection, economic benefits may include, but are not limited to, any of the following:

1. Employment growth;

2. Housing development;

3. Infrastructure and environmental improvements;

4. Assistance to public schools and education;

5. Assistance to City's public safety departments and/or other City departments;

6. Property taxes and sales and use tax revenues;

7. Any other economic benefit that the City, in its sole discretion, determines meets the intent of this provision.

17.40.060 – Conditions of Approval – The following conditions of approval shall be included in any conditional use permit and shall be applicable to any other battery energy storage system governed by a specific plan.

A. BESS facilities shall not store any products, goods, materials, containers, combustible materials, hazardous materials, or high-piled storage on site at any time, unless otherwise subject to a conditional use permit.

B. The construction of a BESS facility, installation, or modification 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.

C. With respect to a conditional use permit, any other conditions as may be reasonably imposed by the Planning Commission or City Council.

17.40.070 - Emergency Response and Action Plan

A. All BESS facilities located in California are required to develop an emergency response and emergency action pursuant to Section 761.3 of the Public Utilities Code as amended from time to time, in collaboration with local emergency response agencies. A copy of the approved emergency operations plan shall be given to the system owner and/or operator, and the fire marshal. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire officials, and emergency responders. The emergency operations plan shall include the following information:

1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

2. Procedures for inspection and testing of associated alarms, interlocks, and controls.

3. Procedures to be followed in response to notifications from the battery management system, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to emergency personnel for potentially hazardous conditions in the event of a system failure.

4. Emergency procedures to be followed in case of fire, explosions, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures may include sounding the alarm, notifying the fire district, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

5. Procedures for dealing with battery energy storage facility equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment from the facility.

6. Other procedures as determined necessary by city officials to provide for the safety of neighboring properties and emergency responders.

7. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

17.40.080 – Insurance and Financial Assurance Requirements

A. The owner and/or operator of any BESS facility shall maintain for the life of the project and the duration of the use of the facility liability insurance policies in a form and amount approved by the City and as set forth in any development agreement. All costs shall be borne solely by the owner and/or operator.

B. To ensure the safe decommissioning of a BESS facility, upon the issuance of a temporary occupancy permit or occupancy permit, the owner and/or operator of the battery energy storage facility shall continuously maintain a financial assurance or security, payable to the city, in a form and amount approved by the city, and in an amount reasonably determined adequate to perform the removal of the battery energy storage facility. The financial assurance shall be maintained for the duration of the use of the facility. All costs shall be borne solely by the owner and/or operator.

C. The amount of financial assurances shall be adjusted every three (3) years to account for any increase or decrease in costs. The operator shall submit written revisions to financial assurances to the public works director each year, thirty days prior to the anniversary date of the initial financial assurances approved by the city. If written revisions to the financial assurances are not provided, the operator shall explain, in writing, thirty days prior to such anniversary date, why revisions were not necessary. The public works director may require further revisions and/or explanation from the operator if the submission is found to be inadequate.

17.40.090 – Decommissioning

A. Decommissioning Plan – Prior to issuance of any permits related to decommissioning activities, the applicant shall submit a decommissioning plan containing a narrative description of the activities to be accomplished for removing the energy storage system from service, and from the facility in which it is located. The decommissioning plan should also include, but not be limited to, the following:

1. Narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

2. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

3. The anticipated life of the battery energy storage system;

4. The estimated decommissioning costs and how the estimate was determined.

5. The method of ensuring that funds will be available for decommissioning and restoration.

6. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage facility, such as structural elements, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the facility is removed.

7. A listing of any contingencies for removing an intact operational battery energy storage system unit(s) from service, and for removing a battery energy storage system(s) unit from service that has been damaged by a fire or other event.

8. The owner and/or operator of the battery energy storage facility shall implement the decommissioning plan upon abandonment and/or in conjunction with removal of the facility.

9. The manner in which the battery energy storage system will be decommissioned, and the site restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

10. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

11. The applicant is in compliance with section 17.140.070.

17.40.100 - Change of Ownership – If the owner of a battery energy storage system facility is proposed to change, the owner shall notify the City Manager of the proposed change in ownership at least ninety (90) calendar days prior to the proposed ownership change. Approval by the City Manager shall be required but shall not be unreasonably withheld. In providing that approval, the City Manager may, in his/her reasonable discretion, request information about the new owner to ensure that the new owner has the financial capability and expertise to assume all obligations established and applicable to the battery energy storage system facility, as set forth in any applicable development agreement, conditional use permit, site plan and design review approval, decommissioning plan, and all related financial responsibilities. The owner and/or new owner shall provide, within ten (10) calendar days, any and all information from the date of the City Manager's request. If the change in ownership is approved by the City Manager, the owner, new owner, and City Manager shall execute and record an Assignment and Assumption Agreement, or other form approved by the City Attorney, to formally approve and consent to the change in ownership. No change in ownership shall be effective until such Assignment and Assumption Agreement, or other form approved by the City Attorney, is executed by all parties (with the City Manager on behalf of the City) and recorded.

SECTION 5. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the amendment to the Municipal Code provided for in this Ordinance will not have a significant effect on the environment. There is no possibility that the proposed ordinance, as a textual change to the Municipal Code, may have a significant impact on the physical environment (Section 15061) and because, per Section 15061(b)(3), it can be seen with certainty to have no possibility of a significant effect upon the environment.

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

SECTION 7. Publication and Effective Date. The City Clerk shall certify this Ordinance on behalf of the City of Irwindale forthwith upon its adoption and shall cause it to be published in the manner required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 9th day of July, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. 800 was introduced for first reading at a regular meeting of the City Council of the City of Irwindale held on July 9, 2025, and duly adopted at a regular meeting of the City Council of the City of Irwindale held on July 23, 2024, and was carried by the following roll-call vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 800 adopted by the City Council of the City of Irwindale at its regular

meeting held July 23, 2025, to be posted at the City Hall, Library, and Post Office on July 24, 2025.

_____ Dated:_____

Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #11.F.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Fee Waiver for Irwindale Chamber of Commerce's E-Waste Event

City Manager's Recommendation:

Adopt Resolution No. 2025-70-3658 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JULY 26-27, 2025".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Prepared by:

Electronically Approved

Randy Silva, Senior Code Enforcement Officer

Reviewed by:

Adrian R. Guerra, City Attorney

Adri R. Guerra

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

Background and Analysis:

Irwindale Chamber of Commerce is requesting a fee waiver and plans to have their “E-Waste Recycling Event” taking place on Saturday, July 26, 2025, and Sunday, July 27, 2025, at 5155 Irwindale Avenue from 9:00 a.m. – 3:00 p.m. This event will provide a free opportunity open to the local businesses and community to safely recycle their old electronics and divert e-waste from the landfills.

In order for Irwindale Chamber of Commerce to host this event, the City of Irwindale requires a Special Event Permit, which includes a fee of $150.00 for non-profit organizations. Irwindale Chamber of Commerce has paid the required Special Event Permit application of $150.00, and this permit will be issued prior to the event date.

On July 15, 2025, Irwindale Chamber of Commerce submitted a Fee Waiver request for the Special Event Permit application fee of $150.00 to make this event possible.

The applicant’s request to waive the Special Event Permit application fee which meets the criteria for consideration of a fee waiver according to the City of Irwindale’s Fee Adjustment Policy. The Policy encourages investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City.

In accordance with the approved "City of Irwindale Fee Adjustment Policy." This event qualifies for a fee waiver according to Section I, subsection H. "Any other fee the City may deem necessary to achieve the stated goals of this Policy" and Section II, subsection (2) (a), as this event will "Benefit the community.” Irwindale Chamber of Commerce is a non-profit organization, and the recycling event provides a public benefit by providing a free drive-thru e-waste recycling event for the community.

Fiscal Impact:

The approval of this item will result in a total fee waiver of $150.00.

Attachments:

1. CC Irwindale Chamber of Commerce Resolution 2025-70-3658 (Attachment A) (2022452.1)
2. Letter - E-Waste SEP Fee Waiver(Attachment B)
3. Irwindale Chamber SEP 05-2025(Attachment C)
4. Irwindale Chamber E-Waste - Fee Adjustment Policy (Attachment D & E)

RESOLUTION NO. 2025-70-3658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON July 26-27, 2025

WHEREAS, the Irwindale Chamber of Commerce, the Applicant, submitted a Special Event Permit application to the Community Development Department on July 15, 2025, for a special event "SEP 05-2025 E-Waste Recycling Event" taking place on Saturday, July 26, 2025, and Sunday, July 27, 2025; and

WHEREAS, the E-Waste Recycling Event is a community benefit event for local residents and businesses to safely recycle e-waste. The Applicant is required under Irwindale Municipal Code (IMC) Section 17.88.020 (14) "Special Promotions" to have a Special Event Permit; and

WHEREAS, the Applicant, being a non-profit community-based organization within the City is holding a community event which qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy; and

WHEREAS, the drive through e-waste recycling event will include pallets, tables, tents and directional sandwich signs onsite at Absolute Security located at 5155 Irwindale Avenue. Items will be collected and taken to a licensed e-waste recycling facility. It is anticipated that attendance will reach about 100 people each day; and

WHEREAS, the event qualifies for and the City Council desires to waive the $150.00 Special Event Permit Application fee in accordance with the City of Irwindale Fee Adjustment Policy because the Chamber of Commerce is a non-profit organization and the event provides a public benefit by providing a free drive-thru e-waste recycling event for the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The City Council hereby approves the fee waiver Special Event Permit Application for the special event "SEP 05-2025 E-Waste Recycling Event" e-waste recycling event taking place on July 26-27, 2025.

SECTION 2. The City Council finds that waiving the Special Event Permit Application fee of $150.00 for this special event "SEP 05-2025 E-Waste Recycling Event" serves a public benefit to the community by providing a free drive-thru e-waste recycling event.

SECTION 3. Based on the above finding, the City Council hereby approves the City of Irwindale Application for Fee Adjustment and hereby waives the Special Event Permit Application fee of $150.00.

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

PASSED, APPROVED AND ADOPTED this 23rd day of July, 2025.

_____
Larry G. Burrola, 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. 2025-70-3658 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of July 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC

Chief Deputy City Clerk

July 14, 2025

City Council
City of Irwindale
5050 Irwindale Avenue
Irwindale, CA 91706

Dear City Council,

The Irwindale Chamber of Commerce would like to request a fee waiver in the amount of $150.00 for our E-Waste Recycling Event's Special Event Permit Application. The event will take place on July 26 and 27, 2025 at the Absolute International Security parking lot.

This event will benefit the community by providing residents, local businesses and community members an opportunity to safely recycle their old electronics.

Thank you for your consideration.

Sincerely,

Ashley Bendanillo
Communications Coordinator/Staff Assistant
Irwindale Chamber of Commerce
ashley@irwindalechamber.org
Tel: 626.385.0611

Special Event Permit Application

City of Irwindale • Community Development Department

5050 Irwindale Avenue • Irwindale, California 91706 • (626) 430-2208

By completing the information requested, this application will serve as a request for approval of a special event/temporary use permit. Planning Division staff will assist you in completing this application and can be reached at (626) 430-2208. Planning Division counter hours are 8:00 AM to 6:00 PM, Monday through Thursday.

The Planning Division requires that Special Event Permit Applications be completed and submitted for processing and application fee paid at least thirty (30) calendar days prior to the date of the proposed event. PLEASE NOTE: Applications submitted less than ten (10) calendar days prior to a proposed event WILL NOT be accepted. Submission of a Special Event Permit Application is not a guarantee that your event can be permitted. It is recommended that you do not promote your event until you've received confirmation from the Community Development Department that your event may proceed.

Event Information

Name of Proposed Event: E-Waste Recycling Event

Location of Event: Parking Lot of Absolute International Security (5155 Irwindale Ave., Irwindale, CA 91706)

Event Date(s) and Event Hours: Saturday, July 26 and Sunday, July 27; 9 AM to 3 PM each day

On-site Contact(s): Casey Shaw

Please give a detailed description of the proposed event. (Attach separate sheets, if necessary.)
A drive-thru electronic waste recycling event.

Please list all temporary equipment (e.g. tents, fencing, canopies, stages, seating equipment, carnival rides, ticket booths, food booths, vendor booths, etc.) or temporary facilities (e.g. restrooms, etc.) that will be used in conjunction with this event. (Please indicate the location of all temporary equipment and temporary facilities on the site plan.)
Pallets, Gaylord Boxes, Table, Tent, Directional Sandwich Signs

Will there be any type of entertainment (live or recorded)? ☐ Y ☑ N If yes, please provide specific details of the nature of entertainment (e.g. names of entertainers, dates and hours of appearance, etc.) and attach a schedule of events.

Will this event consist of any vendors? ☑ Y ☐ N If yes, please indicate the total number of vendors and the type of (sales food or merchandise) that will be conducted during this event. In addition, provide a list of all vendor names, including vendor business address, contact person's name and telephone number. (Please indicate vendor locations on site plan.)
1 Vendor for this event: ATTAN Recycling Company (13941 Norton Ave. Ste. D. Chino, CA 91710) (626) 290-6499

Will alcoholic beverages be sold or served during the event? ☐ Y ☑ N If yes, please indicate the date and hour that alcoholic beverages will be available for consumption. (Please indicate the location of all alcoholic beverage booths on the site plan.) _____

Is there an admission fee to this event? ☐ Y ☑ N If yes, what is the admission fee? _____ Are tickets being sold in advance? ☐ Y ☑ N If yes, please indicate source of ticket sales. _____

Is there a parking fee for this event? ☐ Y ☑ N If yes, what is the parking fee? _____

(Please, attach a detailed plot plan of the parking site. Plan should include lane access and exits.)

Is this event being advertised? ☑ Y ☐ N If yes, please indicate the source of advertisement (e.g. radio, television, newspaper, fliers, etc.) Banners, Website, Social Media

Anticipated daily attendance: 100

The City of Irwindale requires private security at all special events. Please submit the company name and the proposed security plan for this event. Plan must include security deployment for the event area, parking site, and traffic control.

Property Owner Certification

I certify that I am presently the legal owner of the above-described property. Further, I acknowledge the filing of this application and certify that all of the above information is true and correct. (If the undersigned is different from the legal property owner, a letter of authorization must accompany this form.)

Sean Liu, Member Manager — *Print Name and Title*

Signature

5155 Irwindale Ave., Irwindale, CA, 91706 — *Address*

(626) 858-7188 — *Phone Number*

sliu@absolutesecurityintl.com — *E-mail Address*

7-14-25 — *Date*

Applicant Certification

Any false, misleading or fraudulent statement of material fact in the required application shall be grounds for denial of the application for a special/temporary use permit.

I have used all reasonable diligence in completing this form. I have reviewed the form and to the best of my knowledge the information contained herein is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Ashley Bendanillo, Communications Coordinator — *Print Name and Title*

Ashley Bendanillo — *Signature*

5155 Irwindale Ave., Irwindale, CA, 91706 — *Address*

(626) 960 - 6606 — *Phone Number*

ashley@irwindalechamber.org — *E-mail Address*

7-14-25 — *Date*

INDEMINIFICATION CLAUSE FOR SPECIAL EVENT PERMIT

The Applicant here after "Indemnitor" agrees to the following indemnification clause:

Indemnitor Irwindale Chamber of Commerce shall indemnify, protect, defend and hold harmless the City of Irwindale (City), its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless the City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Indemnitor, its officers, agents and/or employees, whether intentional or negligent, (collectively, "Claims") in the performance of this Agreement. In addition to bearing the full cost and expenses of defending the City, the Indemnitor shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs resulting or related to any such Claims.

I HAVE READ AND UNDERSTAND THE ABOVE Ashley Bendanillo DATE 7-14-25

Minimum Requirement Checklist For SEP Filing

☑ 1. Completed Special Event Permit Application – Signed by applicant and property owner.

☑ 2. Completed and signed by applicant – "Indemnification Clause for Special Event Permit." (SEP Application Page 2).

☑ 3. Attach a detailed site plan of the event; plan should include the following information (if applicable):
- Location of all temporary equipment
- Vendor Locations
- Parking site (Including lane access and exists)

☑ 4. Special Event Application fee. SEP application cannot be accepted and processed until required fee is paid.

☐ 5. The applicant shall require all vendors that are expected to make any taxable sales transactions at this Irwindale event to complete form ***BOR-530-B REV. 4 (10-98) LOCAL TAX ALLOCATION FOR TEMPORARY SALES LOCATIONS AND CERTAIN AUCTIONEERS***, and to submit the completed form to the California State Board of Equalization.

☐ 6. The event organizer and all event vendors are required to obtain a City of Irwindale business license. Business license applications must be filed online and have all fees paid prior to the event. Contact (626)430-2252 for additional information. Apply online at http://www.irwindaleca.gov/index.aspx?NID=186.

☐ 7. The County of Los Angeles Public Health Department requires that the event organizer and all food vendors (including restaurants) participating in the event must obtain a Temporary Food Facility (TFF) permit.
LA County Department of Public Health, Environmental Health Division: http://www.publichealth.lacounty.gov/eh/

Additional Requirements For Irwindale Speedway & Event Center (aka Irwindale Speedway) Filing

☐ 8. All Special Events shall be pre-approved by the City and shall take place in City-approved areas within the Irwindale Speedway & Event Center site.

☐ 9. Attach a detailed site plan of the event; plan should include the following information (if applicable) :
- The base for this required site plan shall be the Irwindale Speedway & Event Center Site Plan of Record that was approved by the City or a clear aerial image of the entire site.
- Description of the parking layout, vehicle circulation details, on-site traffic signage details, and drag strip layout for review and approval by the Planning Department, Public Works/Engineering Department and by the Police Department.

10. **Please Note:** If the SEP application for proposed IEC event is submitted less than twenty (20) calendar days before the event, Applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

City Required Accounting For All Admissions And Parking Fees Collected

☐ 11. In accordance with Irwindale Municipal Code Section 3.04 the City charges an admissions tax upon every person who pays an admission charge to any place located in the City limits. All Special Events that are charging an admissions fee are required to pay, along with other required application fees, an Admissions Tax deposit equal to 3% of the projected gross income for the proposed event.

12. On or before the 15th day of the month following the special event, the applicant will give an accounting to the City of all taxable admissions and parking fees collected for the special event by submittal of the completed "Admisisons Tax Monthly Report" form. The Admissions Tax deposit received will be credited towards any additional taxes owed. The form can be found online on the City's website under "Planning" at http://www.irwindaleca.gov/.

Cancellation Policy

1. Should Event Organizer, for any reason, need to cancel their event; they must provide a written notice of cancellation and must be received in our office no later than ten (10) days prior to the event start date. Cancellations must be in written form; verbal cancellations will not be accepted.
2. Please keep in mind that Permit Fees are non-refundable. It is also possible that fees related to Police, Security, and/or Crossing Guard Services will still be incurred.

Additional Information

☑ **The City of Irwindale requires a Certificate of Insurance (COI) which must reflect the following.**
- General liability insurance. Permitee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The City of Irwindale, its officers, officials, agents, and employees shall be included as additional insureds on the policy.

- Workers' Compensation with limits of $1 million (Required if the insured has paid employees)
- Liquor Liability required if alcohol will be consumed at the event
- The Description of Operations/Locations, etc. section must include the name of, the location of and the date(s) of the proposed special event.
- The Certificate Holder section must reflect:
  City of Irwindale
  5050 N. Irwindale Avenue
  Irwindale, CA 91706
- **Endorsements:** In addition to the certificate of insurance, the City of Irwindale requires an Additional Insured Endorsement page naming **"The City of Irwindale, its elected officials, representatives, employees and agents"** as additional insured and **"The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents."** You must provide a copy of the actual endorsement. Listing the City as an additional insured on the COI is not sufficient.
- Policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating "Excellent" or better.

This event may be subject to permits, conditions and requirements imposed by other agencies. The City of Irwindale will not issue a special/temporary permit until all applicable permits from the following agencies have been applied for:

City of Irwindale Building & Safety Department	**(626) 430-2205**
City of Irwindale Police Department	**(626) 430-2244, ext. 241**
Los Angeles County Fire Department	**(626) 574-0949**
Los Angeles County Health Department	**(626) 813-3380**

Upon review of Applicant's application, the City Manager will impose such fees, terms, conditions and restrictions upon the operation and conduct of the special event or temporary use.

Required Fee With Application Submittal

- ☐ $150 Irwindale resident SEP application fee.
- ☑ $150 Non-Profit/Charitable Organization SEP application fee. A Non-Profit/Charitable Organization that holds a valid designation under 26 USC 501(c)(3) or its successor.
- ☐ $500 SEP application fee if application is submitted 20 days or more in advance of the event.
- ☐ **Late Fee:** If the SEP application is submitted less than twenty (20) calendar days before the event, applicant shall pay an additional fee of $250.00 for each day the application is late. No SEP applications will be processed if submitted less than ten (10) days in advance.

This section is for City of Irwindale's Use Only.			
File No(s): SEP 05-2025		Permit No.:	
Received By: Randy Silva		Receipt No.: 00178088	
Date: 07/15/2025		Filing Fee: $150.00 Check # 1496	
Departmental Approvals	Date		Date
☐ Human Resources/Risk Management		☐ Business License	
☐ Building & Public Safety		☐ Police Department	
☐ Public Works Engineering		☐ Fire Department	
☐ Public Works Services		☐	

Special Event and Temporary Use Permit
Building and Safety Department checklist

Please provide the following on your site plan.
Answer the questionnaire at the column to the right. Where "YES" is checked, please contact Building & Safety at (626)430-2205. Items below may be subject to City permit approvals and inspections by the local building inspector.

PARKING LAYOUT	
Is parking provided? Requires accessible parking stall(s)	☐ YES ☑ NO

RESTROOM	
Permanent restroom facility available for the public? Requires accessible restroom	☐ YES ☑ NO
Portable restrooms provided? Requires accessible portable restroom	☐ YES ☑ NO

GRANDSTAND, STAGE, PLATFORM	
Elevated more than 30 inches above finished floor or ground?	☐ YES ☑ NO

TENT/CANOPY	
Larger than 120 square feet?	☐ YES ☑ NO
Larger than 4,500 square feet?	☐ YES ☑ NO

STRUCTURES (I.E. SPEAKERS, CANOPIES, ETC.)	
Greater than 12 feet in height?	☐ YES ☑ NO

PLUMBING, ELECTRICAL, MECHANICAL	
Any proposed work related to plumbing, mechanical, and/or electrical?	☐ YES ☑ NO

Standard Operating Procedure
Electronic Waste Collection Event
Traffic Management Plan

Event Date:	(Saturday & Sunday)
Event Time:	From 9:00 am to 3:00 pm
Event Location:	Absolute Security International (ICOC Parking Lot) 5155 Irwindale Ave. Irwindale, CA 91706

The following is a Standard Operating Procedure developed for the purpose to maximize efficiency in the operation process of our electronic waste [e-waste] collection event, and more importantly to ensure the safety of the community and participants partaking in this event. This Standard Operating Procedure will include a complete Traffic Management Plan (Traffic Flow and Layout), Event Operation and Logistic.

Traffic Management Plan

Our **Traffic Management Plan** establishes and outlines the activities that occur during our collection event, and procedures in which our staff takes during the event in order to ensure the success and safety of our collection event.

1) This electronic waste recycling event is a drive-thru event where participants do not need to leave their vehicles.

2) It is essential that the participating vehicles do not disrupt the regular on-going traffic within the parking lot and streets surrounding the event site. Thus, we developed the actual area of drop-off at the most convenient and safest possible location that minimizes traffic congestion and possibility of accidents.

3) Our event layout includes floor signs clearly indicating an entrance and exit way for participating vehicles to follow along with our cones. We will have 3x directional floor signs and 2x enter/exit signs at the collection event.

4) The entrance will contain a traffic control 'booth' to direct incoming participants to the 'Receiving Area'.

5) The 'Receiving Area' is designated as a distribution point of the State of California mandatory end-user verification form (198 Log) that requires participants provide their residency information to the state and verify their e-waste donations and discards. Event staffs will also, at this juncture, collect and unload all e-products intended for disposal, while participants complete their mandatory information to the state.
    a. Upon arrival at the "Receiving Area" participants will remain in their vehicles and our staff will unload the electronic devices they have within their vehicle.
    b. The unloading of electronic devices and verification will take approximately 30 seconds to 1 minute per vehicle, depending on the amount and volume of the devices within the vehicle.

Traffic Management Plan Continued

6) The "Receiving Area" will take up 6 parking stalls worth of space.
    a. 4 stalls will be allocated to pallets/gaylord boxes to organize e-devices
    b. 2 stalls will be allocated to event equipment and supplies
    c. The dimensions of each stall is approximately 9 feet by 18 feet, which makes it 162 square feet. Therefore the total dimension required for the "Receiving Area" is approximately 972 square feet.

7) Orange traffic cones will be used to reinforce the directions and divisions of lanes leading up to the drop-off point (‘Receiving Area’ [as seen on the "event site close up" picture).
    a. Orange traffic comes serve as a dividing line to split the lane into two so that participants and oncoming traffic do not interfere with one another.
    b. We will only occupy and set up our "Receiving Area" one side rather than both sides (same as the picture on the right side under "event site close-up")
        i. The other side of the lane will be free to ongoing traffic as to not cause traffic congestion or interference with ongoing traffic flow.

8) Upon completion of unloading the e-waste donations and verifying participant residency information, participants are directed to exit our receiving area and into the remainder of the parking lot.

9) This event and our receiving area will not impede on the ongoing activities and traffic of the current commercial store fronts.

Standard Operating Procedure
For Electronic Waste Collection Event
Traffic Management Plan

Event Site Overview:

Event Site Close-up: Example set-up

For demonstration of lane splitting with traffic cones (2 side setup does not apply to this event)

Receiving Area setup for this Event (1 side setup only)

Standard Operating Procedure
For E-Waste Collection Event

Event Operation (Staff, Supplies and Equipment) and Logistic

Aside from the pre-promotional effort by the administrative group, adequate professional staffs and equipment are also key elements that will determine an efficient and successful operation. The event requires a collective effort of the entire team, from the traffic controllers, to the unloading and packing personnel, equipment operators, and sign in team. It is the entire group effort that will ensure a well-organized, well-executed, and most importantly a safe operation. The following are essential lists of staff, equipment, supplies required for the event:

Event Staff

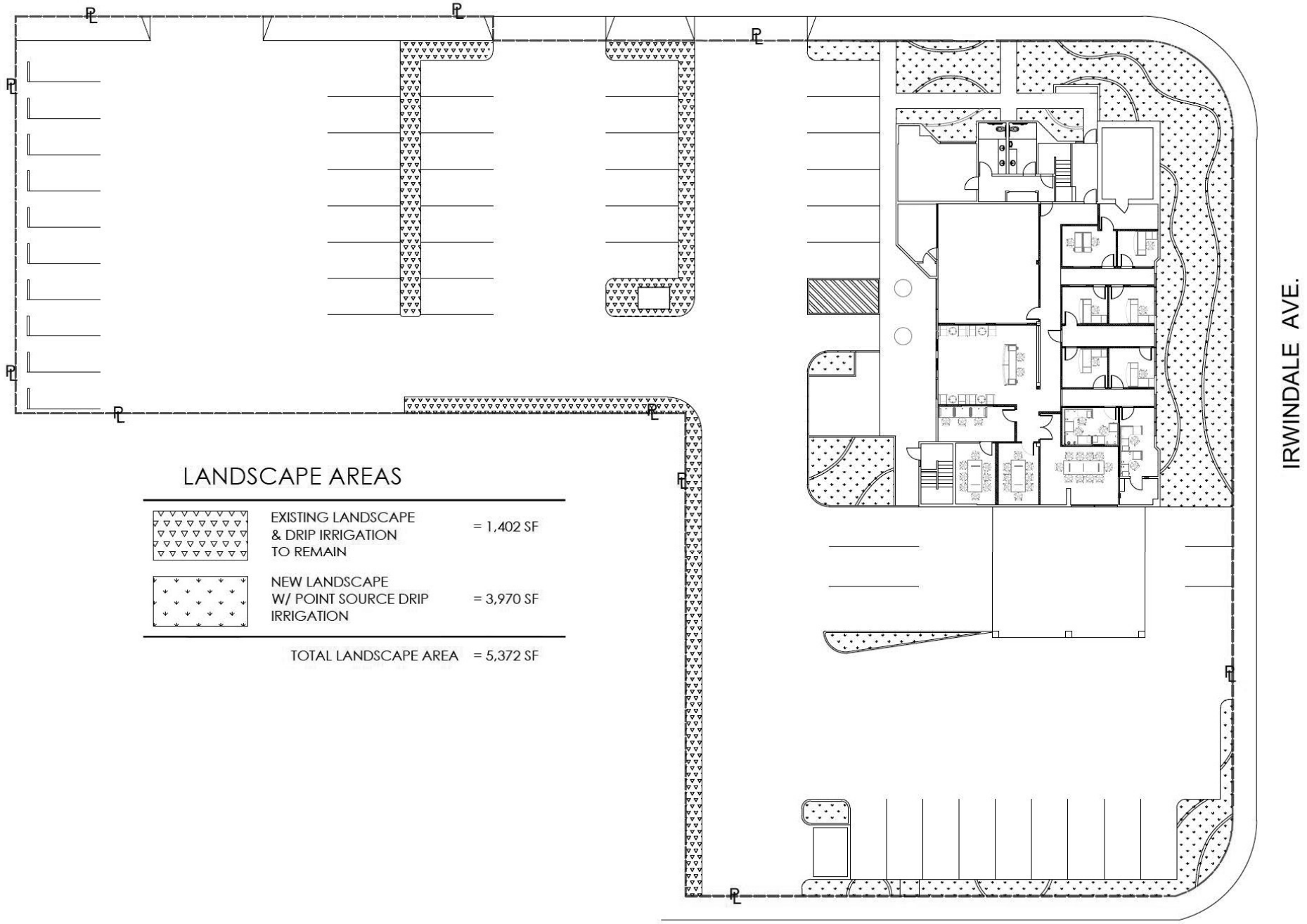
1) Coordinator (1)
2) Unloading and packing personnel (1-2)
3) Driver/Equipment operators (1-2)

Supplies and Equipment

1) 53 ft. Truck with Back-lift (Optional)
2) 30 ft. Truck with Back-lift (1-2) - on rotation and will not remain on event site
3) Orange Traffic Cones (10)
4) Entrance and Exit Sandwich Signage (2)
5) Pallet Jack (1)
6) Pallets, Gaylord Boxes (30 of Each)
7) Shrink Wrap (3-5 Boxes)
8) Fire Extinguishers (2)
9) First Aid Kits (1)
10) EZ-up Tents (1-2)
11) Chairs (1-2)

Actual event hours start at 9:00am and lasts until 3:00pm. Our even staff and Truck(s) with supplies and equipment will be on premise at 8:30 am to set up. The event closing and clean up, however, will depend upon the volume of e-waste that we collect.

All e-waste identified as Cathode Ray Tube/Cover Electronic Waste (CRT/CEW) including; television monitors and computer monitors will be palletized and shrink wrapped, then immediately loaded onto our company trucks once the pallets are filled. Other Electronics such as computer towers will also be separately palletized and shrink wrapped as well. While the smaller electronics and household products identified as Other Electronics such as keyboards, cell phones, motherboards, home entertainment systems, household appliances and lose electronic devices will be placed into Gaylord boxes (on top of pallets) and loaded onto our trucks once they are full. The e-waste will be transported directly to ARC recycling facility and undergo the recycling process.



LANDSCAPE AREA = 5,372 s.f.

LOT SIZE = 39, 865 s.f. (0.92 acre)

SITE PLAN

SCALE: 1/16" = 1'-0"

NORTH

0 8' 16' 32'

SCALE: 1/16" = 1'-0"

City of Irwindale
Fee Adjustment Policy

The City of Irwindale would like to encourage investment in community events, as well as development and improvements to facilities used by local, not-for-profit or charitable organizations which cater to the residents and businesses of the City. To achieve this goal, the City is implementing this Fee Adjustment Policy to provide cost reduction for those non-profit organization applicants, which are taking action to improve and develop their properties and/or the community. Additionally, the City would like to encourage individuals to improve their residential properties and acknowledges that certain incentives may be necessary to accomplish certain improvements, such as adjustments to applicable permit fees. This policy is based on the premise that, in exchange for improvements to property, the community and structures within the City, the City may provide relief from some of the costs associated with building improvements, developments and community events occurring in the City.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of encouraging community events, building improvements and development in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council pursuant to the criteria in this Policy:

A. Building permits
B. Plan check fees
C. Conditional use permit
D. Development permits
E. Electric permit
F. Plumbing permit
G. Grading permit
H. Any other fee the City may deem necessary to achieve the stated goals of this Policy

II. CRITERIA FOR CONSIDERATION

The City Council may grant fee waivers or reductions of fees for applicants who directly or indirectly invest money in the City, when such waiver or reduction would serve a public purpose. The following criteria must be established to qualify for a fee waiver or fee reduction:

1. Applicants for fee waivers or reductions must be:
   a. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization, or
   b. Property owners or prospective owners within the City.

2. Fee waivers or reductions may be granted for improvements or developments within City limits that can be shown, through documentary proof, to meet the criteria of subsection 2.a or 2.b below:

a. Benefit the community. This includes, but is not limited to, circumstances where the applicant:

   i. Supports civic or community programs for the City's residents, or businesses;
   ii. Provides financial assistance to the City's residents or businesses; or
   iii. Improves the condition of property or availability of affordable housing within the City.

b. Provide a public service or otherwise promote the public health, safety and welfare. This includes, but is not limited to, circumstances where the individual or entity provides needed donations or other assistance to residents and businesses of the City in areas such as:

   i. health care;
   ii. counseling services;
   iii. abatement of dangerous or unhealthful living or working conditions, including but not limited to those constituting violations of the Irwindale Municipal Code;
   iv. affordable housing;
   v. transportation needs of residents or employees; or
   vi. nutrition needs of residents.

III. PROCESS FOR CONSIDERATION

An individual or organization wishing to be considered for a fee waiver or adjustment should complete a fee adjustment application and submit it to the Deputy City Clerk. The City Manager will review the request and, if it meets the criteria of this Policy, agendize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and processed along with the permit application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

City of Irwindale
Application for Fee Adjustment

Property Owner Absolute International Security

Address 5155 Irwindale Ave., Irwindale, CA, 91706

Phone (626) 858-7188

Location of property to be improved/developed:

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

Name and description of organization (if applicable):

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

Improvement or development to the property:

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

Fee(s) requesting to be waived:

Special Event Permit Application Fee of $150.00

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

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

Item #11.G.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Professional contract for PlaceWorks, Inc. – CEQA services for property located at 5555 Irwindale Avenue

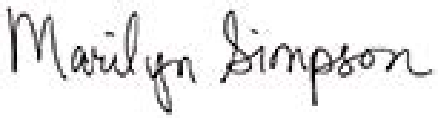
City Manager's Recommendation:

That the City Council approve the attached contract with PlaceWorks, Inc., for the preparation of an environmental assessment for property located at 5555 Irwindale Avenue, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



Prepared by:

Brandi Simpson, Senior Planner

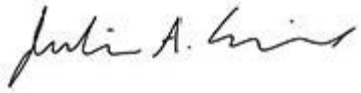
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Ware Malcomb the Applicant, submitted a request for the construction of two (2) speculative industrial/warehouse buildings totaling ±479,260 square feet with associated standard vehicle and trailer parking for property located at 5555 Irwindale Avenue (APN: 8619-002-034), in the M-2 (Heavy Manufacturing) zone (Project). The application includes requests for a Site Plan and Design Review (DA) and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for discretionary land use entitlements.

After soliciting proposals through a Request for Proposals process, Planning Staff reviewed seven (7) proposals from consulting firms, interviewed the seven (7) consulting firms, and is now recommending the retention of PlaceWorks, Inc. to complete the CEQA work necessary to evaluate the Project. The Contract Services Agreement with PlaceWorks, Inc. is for an amount not to exceed $345,003.00 and is attached with this report. An Environmental Impact Report (EIR) will be prepared by PlaceWorks, Inc.

Fiscal Impact:

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

Attachments:

1. 5555 Irwindale Contract Svcs Agmt - PlaceWorks (Final)

ATTACHMENT "A"

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND PLACEWORKS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of July 2025, by and between the City of Irwindale, a California municipal corporation ("City"), and PlaceWorks, Inc., a California corporation ("Consultant" or "PlaceWorks"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services pertaining to California Environmental Quality Act (CEQA) for land use entitlements defined and described in Exhibit 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Prevailing Wages.

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

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

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

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed THREE HUNDRED AND FORTY FIVE THOUSAND AND THREE DOLLARS ($345,003.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Brian Judd	CEO
(Name)	(Title)
Randal W. Jackson	President
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

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

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

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

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

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

5.2 Other Provisions or Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Performance Bond.

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

5.4 Indemnification.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

PLACEWORKS, INC., a California corporation

By:_____
Name: Brian Judd
Title: CEO
Address: 3 MacArthur Place,
Suite 1100
Santa Ana, CA 92707

By:_____

Name: Randal W. Jackson
Title: President
Address: 3 MacArthur Place,
Suite 1100
Santa Ana, CA 92707

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

___ _____
____

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 document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

___ _____
____

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

I. Consultant will perform CEQA analysis and prepare CEQA documents necessary to obtain entitlements for the construction of two (2) speculative industrial buildings totaling ±479,260 square with associated standard vehicle and trailer parking for property located at 5555 Irwindale Avenue (APNs: 8619-002-034), in the M-2 (Heavy Manufacturing) zone. (Project), as described in the following scope of service contained in the Consultant's Proposal (herein after referred to collectively as "Services"):

SCOPE OF WORK

The following scope of services has been prepared to provide the most cost- and time-efficient, legally defensible CEQA compliance for the proposed project in the City of Irwindale. Our scope of work assumes that PlaceWorks will provide comprehensive environmental services and that we will be responsible for each step of the CEQA process.

As described under *Environmental Approach*, we are not proposing the preparation of an Initial Study, which is optional under CEQA. The topics that need minimal substantiation to show less-than-significant and no impacts will be addressed in the EIR chapter, "Impacts Determined Not to Be Significant." This chapter will address the Appendix G checklist questions for the topics not addressed in the Environmental Analysis chapter. This approach is legally defensible and will both limit costs and expedite the schedule.

There are several factors that will reduce the scope and related costs for PlaceWorks' preparation of the EIR, including:

- There is an inherent savings in preparing multiple CEQA documents for one lead agency, and particularly if the projects are similar. Based on our work on 4416 Azusa Canyon Road and Irwindale Gateway Specific Plan, we will be able to rely on standard environmental setting and regulatory text as well as graphics prepared for those projects.
- Based on our understanding from the 4416 Azusa Canyon Road project (and other projects, including the City of Walnut warehousing project), we are familiar with establishing baseline conditions for existing site uses. From the project outset we will establish baseline, operational conditions for the existing uses. This will include vehicle trips, energy use, noise generation, public service requirements, etc.
- From our work on both the Irwindale Gateway Project and the 4416 Azusa Canyon Road project we have experience analyzing tentative future tenants to ensure defensible assumptions and methodology.
- Our familiarity with the City of Irwindale's VMT guidelines and procedures also add an additional layer of savings.

Task 1. Project Initiation

Task 1.1 Project Kick-off Meeting

PlaceWorks' PIC, PM, and a member from the technical team will attend one project kick-off meeting virtually. The kick-off meeting will be held to discuss the project application; introduce the project team; review and confirm project description information, preliminary plans and design specifications, project implementation timeline, and construction and operational details; and refine/confirm the EIR schedule. Communication protocol between PlaceWorks, subconsultants, the Applicant, and the City will also be established at this meeting.

We will also confirm the availability of Applicant-prepared technical studies at this meeting. Based on responses to questions on the RFP, we have assumed that the below technical studies to support the EIR will be prepared by the Applicant's consultants and will be available to our team. Our schedule to complete the

project description and the EIR will depend on timely receipt of the project information and remaining technical studies.

- Hydrology Report
- Water Quality Management Plan
- Geotechnical Study
- Phase I Environmental Site Assessment

Deliverable(s):

» Kick-off meeting attendance

Task 1.2 Project Description

PlaceWorks will prepare and submit a comprehensive draft project description that includes all required information (i.e., project location, project features, construction activities, and project approvals). The project description will be supported with figures that show the regional context, local context, aerial photograph, and conceptual site plan. After one round of review and comments on the draft project description, PlaceWorks will finalize and submit an electronic version.

During the preparation of the project description and in coordination with the City and Applicant, PlaceWorks will identify and outline the project's primary objectives and confirm the approach for the cumulative analysis. As applicable, we will coordinate with the City to obtain a list of related projects.

Deliverable(s):

» Draft and final project description (electronic copy)

Task 2. Notice of Preparation and Scoping Meeting

Task 2.1 Notice of Preparation

PlaceWorks will prepare the draft Notice of Preparation (NOP) and submit it for review and approval by the City. After City approval, PlaceWorks will copy and distribute the NOP to state and local agencies, surrounding property owners, and other special interest groups or individuals identified by the City. PlaceWorks will post the NOP with the State Clearinghouse and the Los Angeles County Clerk. The NOP will clearly identify the time period, contact person, and address established for submitting responses.

The NOP will provide sufficient information about the project and its potential environmental effects to enable responsible agencies, other agencies, and the public to provide meaningful input into the scoping process.

PlaceWorks assumes that the City will be responsible for publishing the notice in a newspaper and/or posting it on the project site and posting on the City's website.

Deliverable(s):

» Preparation and distribution of the NOP
» Electronic submittal of the NOP to the State Clearinghouse CEQANet web portal

Task 2.2 Scoping Meeting

According to Section 15082(c)(1) of the CEQA Guidelines, the lead agency must conduct at least one scoping meeting for a project that meets the criteria for statewide, regional, or area-wide significance. The criteria for

such projects are outlined in Section 15206 of the CEQA Guidelines. The proposed project does not meet these criteria; however, a scoping meeting is recommended due to the anticipated constituency opposition to the project.

PlaceWorks will assist the City to organize and conduct one public scoping meeting to present the preliminary environmental impacts of the proposed project and to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. We will prepare a PowerPoint presentation for the meeting to be reviewed by the City prior to finalization. At the meeting, we will be prepared to discuss the environmental review process and to answer specific questions, as desired by the City.

It is recommended that the scoping meeting be held one to two weeks after the release of the NOP so that the public has time to consider the NOP and public concerns about environmental issues can be identified. After the meeting, we will prepare a summary of comments that will be included in the EIR, with reference to where each comment is addressed or an explanation why it is not addressed (e.g., not an environmental issue).

Deliverable(s):

- Preparation and attendance at the public scoping meeting
- PowerPoint presentation for scoping meeting

Task 3. Draft EIR

Task 3.1 Administrative DEIR

A draft environmental impact report (DEIR) will be prepared for the proposed project that will include the following sections:

- Executive Summary
- Introduction
- Project Description
- Discussion of Existing Conditions, Environmental Analysis, and Mitigation Measures
- Cumulative Impacts
- Project Alternatives
- Other CEQA-Mandated Sections, including Impacts Found to Be Less Than Significant, Significant Irreversible Changes, Growth-Inducing Impacts
- Organizations and Persons Consulted
- Appendices

Based on our understanding of the proposed project, we expect the DEIR to focus on the environmental issues shown in bold in the list below. These issues will be analyzed in separate sections of the Environmental Analysis chapter and will discuss the thresholds used to determine if a significant impact would occur; the methodology to identify and evaluate the potential impacts of the proposed project; the existing environmental setting; the potential adverse and beneficial effects of the proposed project; the level of impact significance before mitigation; required mitigation measures; the level of significance after mitigation is incorporated; and the potential cumulative impacts of the proposed project and other existing, approved, and proposed development in the area. The topical issues not addressed in this chapter will be addressed and analyzed in "Effects Found Not to Be Significant" at a similar level of detail as an Initial Study.

- **Aesthetics**
- Agriculture/Forestry Resources
- **Air Quality**
- Biological Resources
- **Cultural Resources**
- **Energy**
- **Geology/Soils**
- **Greenhouse Gas Emissions**
- **Hazards/Hazardous Materials**
- **Hydrology/Water Quality**
- **Land Use/ Planning**
- Mineral Resources
- **Noise**
- Population/Housing
- **Public Services**
- Recreation
- **Transportation**
- **Tribal Cultural Resources**
- **Utilities/Service Systems**
- Wildfire

The following outline provides the proposed organization of the DEIR and the contents and formats of each of the sections.

Executive Summary

The executive summary is intended to encapsulate the entire DEIR to provide a quick understanding of the project's potential impacts. It will briefly identify the project description, project objectives, and proposed project timeline. The executive summary will briefly discuss the environmental impacts associated with project implementation (whether beneficial or adverse, significant, or less than significant) and will contain a summary analysis of the alternatives to the project. The executive summary will include a comprehensive summary table of project impacts and mitigation measures.

Introduction

The Introduction will include the purpose of a DEIR and procedural information. In addition, this chapter will discuss the format and content of the DEIR and the decision-making process and will identify the responsible and trustee agencies.

Project Description

CEQA Guidelines Section 15124 indicates that the project description should contain precise boundaries and location, a clearly written statement of objectives, a general description of the project characteristics and supporting public service facilities, and a statement briefly describing the intended uses of the EIR. It requires that the project description not supply extensive detail beyond what is needed for evaluation and review of the environmental impact. A logical, concise, and organized project description sets the tone and structure of the entire EIR and is essential to developing a defensible EIR. The project description will be based on information provided by the City and the Applicant and will include the project location and setting; the site characteristics; the Applicant's project objectives; demolition activities and schedule; and the characteristics of the project, including a clear description of construction activities and assumptions that tie directly into the technical quantitative analyses.

The description will quantify baseline conditions in comparison to the proposed project to provide a statistical basis for the incremental "project" to be analyzed throughout the DEIR. This chapter will also describe the required permits and approvals for the project and will include a discussion of the past, present, and reasonably foreseeable future projects and activities in the surrounding areas that will serve as the basis for the cumulative impact analysis.

Environmental Impact Analysis

This chapter examines the environmental setting of the proposed project, analyzes the effects of the proposed project and the significance of its impacts, and recommends mitigation measures to reduce or avoid impacts.

Other CEQA Considerations

PlaceWorks will prepare the following CEQA-required analysis sections: effects found not to be significant, significant irreversible environmental changes, and growth-inducing impacts. In addition, this chapter will include the environmental effects found to be less than significant and those that are significant and unavoidable.

Alternatives

Our scope is based on the evaluation of up to three alternatives, including the No Project Alternative. In compliance with CEQA, the EIR is required to address a reasonable range of alternatives to be defined and analyzed on the basis of their ability to: 1) avoid or reduce one or more of the project's significant impacts, and 2) feasibly attain most of the basic objectives of the project.

The analysis of the alternatives will address potential environmental issues, including air quality, traffic, noise, and land use compatibility issues. Impacts resulting from construction, and temporary impacts on the surrounding uses (public access, traffic diversion, construction schedule) will also be addressed in the alternatives. In addition to the No Project Alternative scenario, potential project alternatives may include:

- Alternate Project Design (e.g., alter building footprint or placement on-site)
- Alternate Industrial Use Mix (industrial/warehousing/offices)
- Reduced Intensity Alternative (i.e., fewer or smaller industrial buildings)
- Alternative Demolition and/or Construction activities (i.e., extended schedule or different equipment)

Alternatives considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is the No Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

List of Preparers, Organizations, and Persons Consulted

This chapter will include the project Applicant, all City staff who prepared the EIR, consultants that provided technical assistance, and all persons and sources contacted for the environmental analysis.

Deliverable(s):

» Electronic versions of the Administrative Draft EIR (Word and PDF format)

3.2 Screencheck DEIR

PlaceWorks will address one round of City comments on the Administrative DEIR to develop the Screencheck DEIR, which will be submitted to the City for review (electronic submission only). It is assumed that the City will provide one consolidated set of comments. Though it is difficult at this time to predict the level of comments the City will provide, it is assumed that no new technical analysis or major restructuring of the Administrative DEIR will be necessary. If substantial revisions are requested, not related to the quality and accuracy of the document, or due to City or Applicant project changes, additional fees may be necessary.

PlaceWorks will revise the Administrative DEIR to address City comments. It is assumed that coordination with the City and Applicant team will be required to resolve outstanding issues/questions. PlaceWorks will provide the Screencheck DEIR document to the City for review and approval.

The revised Screencheck DEIR will be submitted to the City for review. It is assumed that comments at this stage are relatively light. PlaceWorks will prepare a Printcheck DEIR and distribute electronically to the City team for final approval. Hard copies will be provided at cost upon request.

Deliverable(s):

- Electronic version of the Screencheck and Printcheck DEIR

3.3 Public Review DEIR

Upon final City approval of the Printcheck DEIR, PlaceWorks will prepare the DEIR for public review. This will include final formatting, editing, QA/QC, and printing.

PlaceWorks will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for City approval and signature. PlaceWorks will distribute the NOC and NOA to the State Clearinghouse, Los Angeles County Clerk, and parties on the City's distribution list (assumed to be provided by the City). This scope of work does not include development or placement of notices in newspapers.

Deliverable(s):

- DEIR (electronic copy)
- Up to 10 bound copies of the DEIR (technical appendices on CD or USBs inside cover of each copy)
- NOC, NOA, and distribution list (electronic copy)
- Filing of NOC and DEIR with State Clearinghouse and Los Angeles County Clerk

TASK 4. Final EIR

4.1 Administrative Draft FEIR (Response to Comments and Revisions to Draft EIR)

At the conclusion of the DEIR public review period, PlaceWorks will work with the City to obtain and catalog all comments received on the DEIR. This catalog of comments will assist the project team in assigning responders and alert the team immediately if additional technical review is in order. It is assumed that, if required, the City and/or the Applicant's technical consultants will provide any necessary input to the responses to comment letters. An administrative final environmental impact report (FEIR) will be prepared containing revisions/errata to the Draft EIR and the compiled responses to comments.

It is difficult to predict public reaction to the DEIR. For the purposes of this proposal, it is estimated that public and agency reaction will be average. If substantial comments and revision are necessary, constituting more than our estimated budget, additional fees will be necessary. If the public comments on the DEIR are greater than expected, PlaceWorks will adjust the scope of work and budget, as necessary.

The Administrative Draft FEIR will also include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR. Revisions will be made in underline, shading, and/or strike-out text.

Deliverables:

- Electronic copy of the Administrative Draft FEIR (MS Word)

4.2 Screencheck FEIR

PlaceWorks will submit an electronic version of the Administrative Draft FEIR for Applicant review for a consolidated set of comments. PlaceWorks will then submit an electronic version of the Administrative FEIR

to the City for review. It is assumed that comments will be manageable and not result in larger-scale restructuring or revisions to the FEIR. PlaceWorks will submit a Screencheck FEIR to the Applicant for a consolidated set of comments and then to the City for review.

After one more set of comments on the Screencheck FEIR, PlaceWorks will finalize the document and prepare a Printcheck FEIR for City review. Up to two copies of the Printcheck FEIR can be provided.

Upon City approval, the FEIR will be completed at least 10 days prior to potential approval by the City.

Deliverable(s):

- Screencheck FEIR (electronic)
- Printcheck FEIR (electronic and 2 hard copies upon request)

4.3 Mitigation Monitoring and Reporting Program

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. A draft MMRP will be submitted to the City for review. Upon approval, the MMRP will be submitted with the FEIR.

Deliverable(s):

- Draft and final MMRP (electronic copy)

4.4 Findings of Facts and Statement of Overriding Considerations

PlaceWorks will complete Findings of Fact (FOF) for all impacts in the DEIR. If significant and unavoidable impacts are identified, we will prepare a Statement of Overriding Considerations (SOC) for those impacts. Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which an EIR has been completed that identifies one or more significant effects unless the public agency prepares findings for each significant impact. Additionally, Section 15093 requires that when an agency approves a project that will have significant adverse environmental impacts that are unavoidable, the agency must make a statement of its views on the ultimate balancing of the merits of approving the project despite the environmental damage.

Deliverable(s):

- FOF and SOC (electronic copy)

4.5 Notice of Determination

PlaceWorks will prepare a draft Notice of Determination (NOD) for review by the City. After the City certifies the FEIR and approves the project, PlaceWorks will file the NOD with the Office of Land Use and Climate Innovations and the Los Angeles County Clerk. Our costs include the fee for filling with the County Clerk but do not include CDFW fees.

Deliverable(s):

- NOD (electronic copy)
- NOD filing

Task 5. Coordination Meetings and Hearings

Communication is key to a project's success. Our cost estimate is based on our PM's attendance in bi-weekly meetings and our PIC, PM, and a member of our technical staff's attendance at one virtual meeting with the City to discuss issues regarding the preparation of the draft document (all meetings assumed to be virtual for cost estimating purposes). The kick-off meeting and scoping meeting are included as Tasks 1.1 and 2.2, respectively. Our PIC or PM will attend up to four public hearings (Planning Commission and City Council) in person. Technical staff will join virtually.

Our team will serve as an extension of City staff and will prepare PowerPoint presentations for the scoping meeting and up to four public hearings and answer questions regarding the environmental document and impact analyses, as directed by City staff. We can attend additional public hearings and/or coordination meetings as requested; such meetings/hearings will be charged on a time-and-materials basis. Iteris's scope of work includes attendance at up to 4 meetings.

Deliverable(s):

- 1 Kick-off meeting (Task 1.1)
- 1 Scoping meeting (Task 2.2)
- Bi-weekly meetings (PM)
- 1 meeting with City staff (PIC, PM, and Technical Staff)
- Up to 4 public meetings (PIC or PM, and Technical Staff)

Task 6. Project Management

This task covers the efforts to manage the PlaceWorks project team; manage the EIR preparation effort; and maintain constant, close communication between the City, and the broader EIR technical team. This task is intended to ensure that the project will be completed on time and within budget and that all work products are of the highest quality. PlaceWorks will coordinate the team's work for the communication of issues, transmittal of comments, financial management, and other project management matters. Monthly invoices and project progress reports will be provided for the duration of the project. Our cost estimate is based on the estimated schedule in this proposal (approximately 12 months). If this schedule is extended beyond PlaceWorks' control, additional fees may be requested for Project Management.

Task 7. PlaceWorks Technical Studies

Task 7.1 Air Quality, Energy, and Greenhouse Gas Emissions

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis to evaluate the potential impacts of the proposed project. The analysis will be consistent with the current methodology of the South Coast Air Quality Management District (South Coast AQMD). Modeling of criteria air pollutant emissions and GHG emissions will be conducted using the latest version of California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be identified, as needed,

to reduce potentially significant impacts. The results of the technical analyses will be reported in the EIR, and model outputs will be included as an appendix. A description of the individual tasks follows.

Construction and Demolition Phase. PlaceWorks will estimate construction and demolition emissions associated with the proposed project. Construction emissions will be based on the preliminary phasing plan, anticipated equipment for each construction subphase, and demolition volumes as provided by the Applicant team. Where information is unavailable, we will utilize the CalEEMod defaults, which are based on surveys of construction sites. Project-related construction emissions will be compared to the South Coast AQMD regional significance construction thresholds. Localized air pollution impacts from on-site construction equipment exhaust and fugitive dust will also be compared to South Coast AQMD's screening-level localized significance thresholds for their potential to elevate concentrations of air pollutants at the adjacent land uses surrounding the project site. In addition, a summary will be provided of the potential health risk impacts associated with project-related construction activities as evaluated in the construction health risk assessment (HRA) (see Task 7.2.2).

Operational Phase. The proposed project would generate an increase in criteria air pollutant and/or GHG emissions from transportation sources (trucks and passenger vehicles), energy (natural gas and indirect emissions from purchased electricity), area sources (landscape emissions, consumer products, off-road equipment, and transport refrigeration units if applicable), indirect emissions from water use and wastewater generation, and indirect emissions from waste disposal. PlaceWorks will estimate the emissions associated with the proposed project. Modeling will be based on the average daily trips and vehicle miles traveled provided by Iteris. The project may also require cargo-handling equipment (e.g., forklifts and yard trucks). PlaceWorks will estimate emissions associated with off-road cargo-handling equipment based on emission factors from CARB's OFFROAD model. PlaceWorks will also quantify emissions associated with transport refrigeration units in the event cold storage would be an allowed use. If available from the Applicant, PlaceWorks will incorporate the anticipated energy usage of each proposed option into the emissions modeling. Localized air pollution impacts from onsite operational exhaust and fugitive dust will also be compared to South Coast AQMD's screening-level localized significance thresholds for their potential to elevate concentrations of air pollutants at the adjacent land uses surrounding the project site during long-term operation. Overall, project operational phase emissions will be compared to South Coast AQMD's significance thresholds for regional and localized air quality impacts and for GHG emissions impacts.

AQMP Consistency and Other Air Quality Impacts. The South Coast Air Basin (SoCAB) is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O_3), fine inhalable particulate matter ($PM_{2.5}$), coarse inhalable particulate matter (PM_{10}), and lead (Los Angeles County only). South Coast AQMD has adopted air quality management plans (AQMP) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to South Coast AQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS; therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. PlaceWorks will also describe potential odor impacts qualitatively.

Project Consistency with Plans Adopted to Reduce GHG Emissions. PlaceWorks will provide a discussion on the GHG reduction goals of Senate Bill 32 (SB 32), Assembly Bill (AB) 1279, and SB 375. To achieve the GHG reduction targets SB 32 and AB 1279, the California Air Resources Board (CARB) adopted the 2022 Scoping

Plan Update. In addition, the Southern California Association of Governments (SCAG) has adopted a regional transportation plan/sustainable communities strategy to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. PlaceWorks will provide a consistency analysis with these statewide and regional GHG emissions reduction strategies.

Energy. PlaceWorks will quantify energy use associated with project operation (e.g., building energy consumption and fuel consumption from operation-related vehicle trips and off-road equipment). Fuel use for construction- and operation-related on-road vehicles will be modeled using fuel use data from CARB's EMission FACtors (EMFAC) database. Long-term on-road fuel usage will also be based on vehicle trip generation and vehicle miles traveled data provided by Iteris. Operation-related off-road equipment fuel use will be based on fuel use data from OFFROAD and on the equipment mixes and operating hours assumed for the project. Electricity and natural gas use associated with operation of the proposed buildings will be based on the size and type of land use(s) proposed and on default CalEEMod energy rates. If available, project-specific energy consumption demand provided by the Applicant will be utilized instead. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program and other energy-relevant plans and policies. The results of the energy analysis will be summarized in the EIR and modeling included as an appendix.

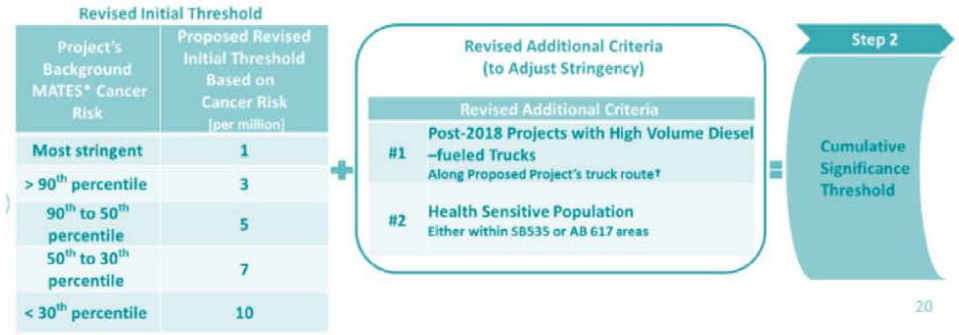
Deliverable(s):

- Air Quality, Energy, and GHG Emissions sections of the EIR and modeling data as an appendix.

Task 7.2 Health Risk Assessment

Task 7.2.1 Operational Health Risk Assessment

South Coast AQMD requires an analysis of toxic air contaminants (TAC) when the project generates emissions to ensure that the proposed project does not expose sensitive receptors to substantial pollutant concentrations. Additionally, the South Coast AQMD has convened a Cumulative Health Risk Working Group as part of a settlement agreement with the California Attorney General on a warehouse project in Fontana to identify cumulative cancer risk thresholds for projects in areas that may be burdened by high levels of air pollution, including diesel particulate matter (DPM). Warehouse projects that do not consider cumulative health risk may be vulnerable to challenge, given development of the proposed thresholds by South Coast AQMD. The project site is within a Senate Bill 535 disadvantaged community and within the 84th percentile for cancer risk based on South Coast AQMD's Multiple Air Toxic Exposure Study (MATES). The draft South Coast AQMD Working Group's cumulative health risk threshold for the project site would be 3 in a million rather than 10 in a million, and potentially as low as 1 in a million if there are new warehouses along the truck route that were not in existence during the last MATES study.



In consideration of these facts, PlaceWorks recommends conducting a quantitative HRA to evaluate both project and cumulative health risk impacts to nearby workers and residences from operational emissions of the proposed project. Typical sources of TACs associated with warehousing facilities are from diesel-powered heavy-duty trucks and off-road equipment (e.g., forklifts and yard hostlers) used in daily operations. Another source of TACs is diesel-powered transport refrigeration units for warehousing facilities that include cold storage.

The HRA will evaluate potential health risk impacts to off-site receptors from these sources associated (as applicable) with the proposed project. The analyses for the site will be prepared in accordance with the latest South Coast AQMD and Office of Environmental Health Hazards Assessment guidance for impacts of mobile sources on the environment. For warehousing-related activities, air dispersion modeling will be conducted using a South Coast AQMD–accepted computer-based model (i.e., AERMOD) to determine concentrations of TACs for the nearest off-site sensitive receptors. Cancer and toxicity data published by CalEPA will be used to estimate short-term and long-term health risks for off-site sensitive receptors.

Deliverable(s):

- The operational HRA will be incorporated in the Air Quality section of the EIR and modeling data as an appendix.

Task 7.2.2 Construction Health Risk Assessment

Although land uses immediately surrounding the project site are primarily industrial and commercial, residential receptors are located approximately 1,500 feet southwest of the project site across from Arrow Highway.

The Office of Environmental Health Hazard Assessment recommends construction HRA for projects that are longer than two months. PlaceWorks has seen a rise in the number of comment letters from labor organizations requesting a construction HRA as part of the CEQA evaluation. Given the potential for use of large off-road construction equipment during demolition and grading and the proximity of the off-site sensitive receptors to the project site, PlaceWorks is recommending preparation of a construction HRA to analyze the proposed project's site-specific health risks during construction activities. Construction-related DPM concentrations from off-road equipment and truck hauling impacts will be identified at the nearest sensitive receptors (e.g., off-site residences) based on specific construction-related characteristics provided by the City/Applicant and compared to South Coast AQMD's project-level thresholds.

Deliverable(s):

- The construction HRA will be incorporated in the Air Quality section of the MND and modeling data as an appendix.

Task 7.3 Noise and Vibration Analysis

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The impact assessment document will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards and ordinances, including applicable standards from the City of Irwindale Noise Ordinance and General Plan Noise Element. The results of this analysis will be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions. Noise sources in the project area include local traffic noise from Irwindale Avenue and Gladstone Street and rail noise from train operations. To characterize the existing conditions, PlaceWorks will conduct a noise measurement survey to acquire ambient noise level data. The survey will consist of measurements at up to 3 short-term (15-minute) and 1 long-term (24-hour) locations. These measurement locations will be selected by PlaceWorks and will take into consideration the location of existing roadways and noise-sensitive receivers in the project vicinity. The results of the noise measurement survey will be incorporated into the environmental document prepared for the proposed project.

Transportation Noise. The proposed project would result in an increase in traffic/traffic recirculation and heavy truck trips; therefore, a quantitative analysis will be completed based on information provided by the traffic consultant. PlaceWorks will assess traffic noise levels along access roads (such as Irwindale Avenue and Gladstone Street) and identify areas along roadway segments that would either be exposed to noise levels above established criteria or result in an increase of more than 3 dBA over the baseline levels.

Stationary Noise. Noise from stationary sources (such as HVAC, loading dock activity) will be assessed using the 3D SoundPLAN computer model based on information provided by the project applicant. Project operational noise contours will be graphically displayed as figures. The modeling calculations account for classical sound wave divergence (spherical spreading loss with adjustments for source directivity from point sources) plus attenuation factors due to air absorption, ground effects, shielding, and other correction factors, including level increases due to reflections, source directivity, and source tonality. PlaceWorks will analyze noise impacts from non-transportation sources in terms of potential impacts to receptors in the immediate vicinity and the noise limitations identified in the City's Municipal Code.

Construction and Demolition Noise and Vibration. Project-related construction noise will temporarily elevate the ambient noise environment above existing conditions. PlaceWorks will provide a quantitative analysis for potential construction impacts associated with implementation of the proposed project. An assessment of temporary noise and vibration impacts during site preparation and project construction activities will be conducted using industry-standard analysis techniques and using scheduling, equipment mix, hauling, and truck trip information (as provided by the applicant). Vibration impacts will be assessed using criteria in the Federal Transit Administration guidance document on noise and vibration impact assessment.

Deliverable(s):

- The noise and vibration analysis will be summarized in the environmental document, with technical modeling included as an appendix.

Task 8. Subconsultant Technical Studies

Task 8.1 Cultural/Historical Resources and AB 52 Consultation (Cogstone)

Task 8.1.1 Task Management and Communication

This task includes project management and communication functions.

Task 8.1.2 Research

Cultural Resources Records Search. Cogstone will request a records search for cultural resources within a 0.5-mile radius of the project area from the South Central Coastal Information Center (SCCIC). A review of all relevant archival records (e.g., historic maps and aerials) will be conducted, and all site records will be obtained. Note: The response time for results from the SCCIC is currently about 8 weeks.

Sacred Lands File Search. Cogstone will request a Sacred Lands File search from the Native American Heritage Commission (NAHC). Note that the response time for results from the NAHC is currently about 8 weeks.

Assembly Bill 52 (AB 52) Consultation. Cogstone will assist the City in meeting AB 52 requirements by drafting consultation letters to Tribes that previously requested notification from the City regarding projects in the City's jurisdiction and within the Tribe's traditional use area. Cogstone will follow up two times and send consultation closing letters to each Tribe. All letters will be sent via United States Postal Service Certified Mail.

Historical Society Consultation. Cogstone will conduct consultation with local historical societies.

Background Research. Cogstone will conduct research to develop brief contexts for cultural resources.

Task 8.1.3 Fieldwork

Cogstone's architectural historian will conduct a built environment survey. Cogstone assumes one historical building will require recording and evaluation on California Department of Parks and Recreation (DPR) 523 forms.

Task 8.1.4 Historical Resources Assessment Report

Cogstone's key staff will prepare a Historic Resources Assessment Report. The report will characterize the results of the records searches, consultation efforts to determine baseline conditions, assess potential impacts to cultural resources resulting from the project, and make appropriate recommendations to avoid or minimize any potentially significant impacts. The built environment assessment of the historic-age building will be included in the report, and the DPR 523 forms will be appended. The final report and shapefiles will be sent to the SCCIC.

Deliverable(s):

- Historical Resources Assessment Report (electronic only)
- Tribal Consultation Template Letter
- Distribution of Tribal Consultation Letters

Task 8.2 Traffic and VMT Analysis (Iteris)

Task 8.2.1 Project Management, Project Initiation, Scope Refinement, and Data Collection

This task will consist of project administrative functions, which generally include all administrative tasks required to initiate the project contract: establish the project accounting protocols; establish invoicing procedures; and perform regular financial tracking, reporting, and invoicing. Other administrative functions include monitoring staff effort on project tasks, directing staff effort on specific tasks, and project communications (e.g., emails, phone calls).

Iteris will coordinate with the City of Irwindale to finalize the scope of work, methodology, and content of the transportation analysis for the project for inclusion in the environmental document. Iteris anticipates the transportation analysis will include two components: 1) Level of Service (LOS) Traffic Analysis to address City-specific traffic operations (i.e., non-CEQA analysis), and 2) CEQA-level Vehicle Miles Traveled (VMT) Analysis. If required, a scoping Memorandum of Understanding between the City and Iteris will be initially prepared to document the agreed-upon assumptions for the study.

It is assumed that Iteris will attend up to four team and/or public meetings (e.g., public hearings/presentations). Iteris staff will be available to participate in conference calls with the project team as needed, including a kick-off meeting and bi-weekly meetings with the City staff as needed.

Task 8.2.2 Non-CEQA Traffic Analysis

Iteris proposes to prepare a non-CEQA traffic analysis of the study area in the vicinity of the project site, utilizing the City of Irwindale's traffic study guidelines. Iteris will utilize the Institute of Transportation Engineers' (ITE) *Trip Generation Manual* (11th ed.) to determine the anticipated project trip generation or a locally defined trip generation. The analysis will include an evaluation of existing conditions as well as future year conditions without and with the project/alternative, describing the distribution and assignment of project trips along the circulation network. The analysis will provide an assessment of project's impact on intersection operations, which typically include average vehicular delay and LOS at the study intersections. The study will be performed using Synchro 11 traffic analysis software. Iteris proposes to study up to eight intersections, which will be finalized in coordination with City staff:

- I-210 WB Ramps/Irwindale Avenue
- I-210 EB Ramps/Irwindale Avenue
- Irwindale Road/Irwindale Avenue
- Gateway Bus Drive/Irwindale Avenue
- 1st Street/Irwindale Avenue
- Gladstone Street/Irwindale Avenue
- Ornelas Street/Irwindale Avenue
- Arrow Highway/Irwindale Avenue

This scope of work for non-CEQA traffic analysis assumes that new turning movement counts will be collected during the two-hour AM and two-hour PM peak periods on one typical weekday (Tuesday, Wednesday, or Thursday) at up to eight study intersections. The new turning movement counts are assumed to include vehicle classes, pedestrian counts, and bicycle counts. If additional count data are required, scope and budget adjustment will be necessary.

Task 8.2.3 CEQA Traffic Analysis

Iteris will evaluate the project using the San Gabriel Valley (SGVCOG) criteria and analysis tools to determine whether the proposed project would require a full VMT analysis. It is possible that this screening assessment will determine that a full VMT analysis is not required if the net trips generated by the project is under 110 trips.

If the project does not screen out of a full VMT analysis, Iteris will prepare a CEQA analysis of the proposed project for inclusion in the environmental document, using the City guidelines, and analyzing the VMT conditions of the project. Iteris will likely utilize the most recent version of the SCAG regional travel-demand model to derive the project-related VMT as well as the regional average VMT to compare against (for both existing and cumulative conditions). The analysis will describe the project as it relates to other land uses in the vicinity, the regional highway system, bike facilities, and pedestrian facilities. Iteris will utilize the City's VMT thresholds for land use projects to determine significant impacts.

Travel Demand Modeling

Iteris will utilize the Base Year and Future Year travel demand model files from the SCAG RTP/SCS travel demand model. The intermediate year(s) will be interpolated between the base year and future year travel demand model scenarios.

As a part of this task, the roadway networks and centroid connectors will be reviewed to ensure all major facilities and connections are included in the networks. If any network improvements are required, those will provide the preferred updates to the roadway network in PDF format for City review, and Iteris will incorporate them prior to running the model.

The land use modifications will be provided to Iteris in spreadsheet format at the parcel level, summarizing existing development and the proposed Project.

Two model scenarios will be completed, including a Base Year scenario and a Future Year (2040) scenario. If an intermediate year is needed, the Base Year scenario and Future Year scenario will be used to estimate Intermediate Year scenario VMT.

Upon a complete review and update of zones and networks, Iteris will complete the base year and baseline future model runs and conduct the following VMT calculations:

- Work-based VMT per employee
- Total VMT

VMT information will be compared to the corresponding metric for the following geographies:

- Citywide VMT
- Regionwide VMT (SCAG six-county region)

Post-processing for Operational Analysis

A project post-processor will be developed in which existing counts are used in conjunction with model growth at intersections and on roadway segments to develop forecast roadway segment volumes. The post-processor is consistent with NCHRP Report 765 guidelines, which is an update to the NCHRP Report 255.

$$Traffic_T = Traffic_B + \frac{(Year_T - Year_B)Traffic_H - (Year_T - Year_B)Traffic_B}{Year_H - Year_B}$$

where

$Traffic_T$ = Target forecast,
$Traffic_B$ = Observed traffic count or short-term forecast,
$Traffic_H$ = Horizon traffic forecast,
$Year_T$ = Target year,
$Year_B$ = Year of observed count or short-term forecast, and
$Year_H$ = Year of horizon traffic forecast.

Data will be produced by the analysis for the following CEQA resource areas.

Noise

- ADT segment volumes (both directions, not one-way) for all highway, major roadway and arterial segments in the traffic study area for the base conditions and alternatives in Excel:
  - Existing/Base
  - Baseline Plus Project/Alternative
  - Future/Cumulative
  - Future/Cumulative Plus Project/Alternative
- Figure showing segments or study intersections.
- Fleet mix (auto, medium duty, heavy duty) on segments for each scenario.
- Daytime (7 am–pm)/Evening (7 pm–10pm)/Nighttime (10 pm–7 am) percentage splits on the segments for the scenarios.
- Speeds on the above segments for the scenarios and time frames.
- Number of lanes/roadway widths for the above segments.

Air Quality and GHG Emissions: Existing and Project Trips and VMT

- Passenger Vehicles
  - Passenger Vehicle Daily Trips
  - Passenger Vehicle VMT
- Trucks
  - Total Daily Truck Trips (not Passenger Car Equivalent Daily Trips)
  - Truck Trips by axle (or percent medium-duty trucks and percent heavy duty trucks)
  - Assumptions for cold storage containers will be provided by the applicant and applied to these numbers
  - Truck VMT by percent medium-duty truck and percent heavy trucks (or trip length)
  - Weekend values will be based on factoring from weekday data and applicant/City provided information
  - Information on the truck routes/distribution

Deliverable(s):

- Raw Model Base Year and Future Year AM peak period, PM peak period, and ADT plots for the study area.
- Noise, Air Quality, and Greenhouse Gas Emissions VMT data.
- Post-processed average daily roadway segment volumes for 15 study locations in excel format for Base Year, Intermediate Year, and Future Year scenarios of the Project and Alternative.
- Base Year and Future Year Baseline VMT analysis in excel format.

Task 8.2.4 Documentation, Response to Comments, and Meetings

A draft traffic impact study documenting the methodologies, findings, and recommendations of the traffic analysis will be submitted to the team for review and revised as appropriate for submission to the City for review. Iteris will respond to two sets of consolidated comments from City staff and prepare a final report for inclusion as an Appendix to the environmental document.

Deliverable(s):

- Draft and Final Traffic Impact Studies

Task 9. Technical Studies: Peer Review

Task 9.1 LID Plan and Hydrology Report (PlaceWorks)

PlaceWorks will conduct a third-party technical review of the hydrology report and LID Plan prepared for the proposed project. The reports will be reviewed to determine the adequacy of the studies for CEQA purposes, and the methodology and calculations will be compared to the applicable State and local regulatory requirements and Los Angeles County guidance documents. PlaceWorks will summarize the findings of the third-party technical evaluation in a memorandum. This scope of work assumes one round of peer review and comment. One of PlaceWorks' California licensed professional civil engineers will conduct the review.

Deliverable(s):

- Memorandum with third-party technical evaluation (electronic copy)

Task 9.2 Geotechnical Report, Phase I ESA, and Phase II Subsurface Investigation Report (Ninyo & Moore)

Ninyo & Moore's scope for geotechnical peer review services will include the following.

- Review of the applicant's geotechnical report and other documents and/or project plans pertaining to the site provided by the client and/or the City of Irwindale.
- Review of readily available topographic and geologic maps, published geotechnical literature, geologic and seismic data, groundwater data, aerial photographs, and in-house information.
- Preparation of a geotechnical third-party review letter presenting comments on the geotechnical report and project plans.

Ninyo & Moore's scope will also include:

- Review of the applicant-provided Phase I ESA and publicly available documents for the site. GeoTracker and EnviroStor, and two other online regulatory agency databases will be reviewed for relevant documents for

the site. The review letter for the site will summarize the current environmental condition(s), including the potential presence of hazardous materials at the site and any identified impacts to soil, groundwater or soil vapor based on the information contained in the third-party documents reviewed.

- Preparation of an environmental third-party peer review letter summarizing documents reviewed and discussing Ninyo & Moore's findings, conclusions, and recommendations.

Deliverable(s):

» Memorandum with third-party technical evaluation (electronic copy)

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"
SCHEDULE OF COMPENSATION/BUDGET

I. Consultant's proposed budget for services related to the EIR is as follows:

THE PLACEWORKS TEAM

Irwindale EIR at 5555 Irwindale Ave

COST PROPOSAL

		PLACEWORKS														ITERIS	N&M	COGSTON	10%	
	Title	HADFIELD Principal	EL CHAMMAS Sr. Associate	VERMILION Principal	BUSH Sr. Associate	SHIELDS Sr. Associate	PARKS Associate	PADILLA Proj Plnr	MILLER Proj Plnr	VANG Sr. Associate	Env. Report Graphics	Technical Editing	WP/ Clerical	PlaceWorks Hours	PlaceWorks Labor Total	Traffic, Parking	Phase I ESA and Geotech	Cultural & Historical	Subcons. Labor Total (incl. 10% mark up)	TOTAL TASK BUDGET
	Role	Principal-In-Charge	Project Manager	AQ/GHG, Energy Lead	Health Risk	Noise Lead	CEQA Planner	CEQA Planner	Noise, Hydro, Utilities	AQ/GHG, Energy Lead	Graphics	Editing	Clerical							
Task	Hourly Rate:	$265	$235	$275	$225	$255	$180	$140	$160	$245	$125	$160	$140							
TASK 1. PROJECT INITIATION																				
1.1	Project Kick-off Meeting	2	8					4		2				16	$3,460				$0	$3,460
1.2	Project Description	2	16					6			6	4	2	36	$6,800				$0	$6,800
	Task 1. Subtotal	**4**	**24**	**0**	**0**	**0**	**0**	**10**	**0**	**2**	**6**	**4**	**2**	**52**	**$10,260**	**$0**	**$0**	**$0**	**$0**	**$10,260**
TASK 2. NOTICE OF PREPARATION AND SCOPING MEETING																				
2.1	Notice of Preparation	2	8					8				2		20	$3,850				$0	$3,850
2.2	Scoping Meeting	4	12					4						20	$4,440				$0	$4,440
	Task 2. Subtotal	**6**	**20**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**2**	**0**	**40**	**$8,290**	**$0**	**$0**	**$0**	**$0**	**$8,290**
TASK 3. DRAFT EIR																				
3.1	**Administrative DEIR**										24	40	40	104	$15,000				$0	$15,000
	Chapter 1 - Executive Summary	2	4					4						10	$2,030				$0	$2,030
	Chapter 2 - Introduction	1	4					2						7	$1,485				$0	$1,485
	Chapter 3 - Project Description (expanded)	4	10					8						22	$4,530				$0	$4,530
	Chapter 4 - Environmental Setting	1	2					4						7	$1,295				$0	$1,295
	4.1 Aesthetics	2	2				12							16	$3,160				$0	$3,160
	4.2 Air Quality	1	2											3	$735				$0	$735
	4.3 Cultural Resources	1	2				12							15	$2,895				$0	$2,895
	4.4 Energy	1	2											3	$735				$0	$735
	4.5 Geology and Soils	1	4				12							17	$3,365				$0	$3,365
	4.6 Greenhouse Gas Emissions	1	2											3	$735				$0	$735
	4.7 Hazards and Hazardous Materials	1	4				12							17	$3,365				$0	$3,365
	4.8 Hydrology and Water Quality	1	4						12					17	$3,125				$0	$3,125
	4.9 Land Use and Planning	4	12				8							24	$5,320				$0	$5,320
	4.10 Noise	1	2											3	$735				$0	$735
	4.11 Public Services	1	2				10	4						17	$3,095				$0	$3,095
	4.12 Transportation	2	4				12							18	$3,630				$0	$3,630
	4.13 Tribal Cultural Resources	1	2				8							11	$2,175				$0	$2,175
	4.14 Utilities and Service Systems	1	8						20					29	$5,345				$0	$5,345
	Chapter 6 Alternatives	16	30		4	4				4				58	$14,190				$0	$14,190
	Chapter 5&7	4	10					16						30	$5,650				$0	$5,650
	Bibliography											4		4	$640				$0	$640
3.2	Screencheck DEIR	8	32		2	2		4		2	2	4	6	62	$13,380				$0	$13,380
3.3	Public Review DEIR	4	8								8	14	12	46	$7,860				$0	$7,860
	Task 3. Subtotal	**59**	**152**	**0**	**6**	**6**	**86**	**42**	**32**	**6**	**34**	**62**	**58**	**543**	**$104,475**	**$0**	**$0**	**$0**	**$0**	**$104,475**
TASK 4. FINAL EIR																				
4.1	Administrative FEIR	20	24		6	2	8	2		8		4	12	86	$18,800				$0	$18,800
4.2	Screencheck FEIR	8	8										2	18	$4,280				$0	$4,280
4.3	MMRP		2					4						6	$1,030				$0	$1,030
4.4	FOF/SOC	2	6				16					2	2	28	$5,420				$0	$5,420
4.5	Notice of Determination		2					2						4	$750				$0	$750
	Task 4. Subtotal	**30**	**42**	**0**	**6**	**2**	**24**	**8**	**0**	**8**	**0**	**6**	**16**	**142**	**$30,280**	**$0**	**$0**	**$0**	**$0**	**$30,280**
TASK 5. COORDINATION MEETINGS AND HEARINGS																				
	Biweekly Meetings (Virtual)		24											24	$5,640				$0	$5,640
	1 Meeting with City Staff	2	2							2				6	$1,490				$0	$1,490
	4 Public Hearing Meetings	16								8				24	$6,200				$0	$6,200
	Task 5. Subtotal	**18**	**26**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**0**	**54**	**$13,330**	**$0**	**$0**	**$0**	**$0**	**$13,330**

THE PLACEWORKS TEAM

Irwindale EIR at 5555 Irwindale Ave

COST PROPOSAL

		PLACEWORKS														ITERIS	N&M	COGSTON	10%	
		HADFIELD	EL CHAMMAS	VERMILION	BUSH	SHIELDS	PARKS	PADILLA	MILLER	VANG										
	Title	Principal	Sr. Associate	Principal	Sr. Associate	Sr. Associate	Associate	Proj Plnr	Proj Plnr	Sr. Associate	Env.								Subcons.	
	Role	Principal-in-Charge	Project Manager	AQ/GHG, Energy Lead	Health Risk	Noise Lead	CEQA Planner	CEQA Planner	Noise, Hydro, Utilities	AQ/GHG, Energy Lead	Report Graphics	Technical Editing	WP/ Clerical	PlaceWorks Hours	PlaceWorks Labor Total	Traffic, Parking	Phase I ESA and Geotech	Cultural & Historical	Labor Total (incl. 10% mark up)	TOTAL TASK BUDGET
Task	Hourly Rate:	$265	$235	$275	$225	$255	$180	$140	$160	$245	$125	$160	$140							
TASK 6. PROJECT MANAGEMENT																				
	Project Management	24	72											96	$23,280				$0	$23,280
	Task 6. Subtotal	24	72	0	0	0	0	0	0	0	0	0	0	96	$23,280	$0	$0	$0	$0	$23,280
TASK 7. PLACEWORKS TECHNICAL STUDIES																				
7.1	Air Quality, Energy, and Greenhouse Gas Emissions						111			25				136	$26,105				$0	$26,105
7.2	**Health Risk Assessment**													0	$0				$0	$0
7.2.1	Operational HRA									30	4			34	$7,850				$0	$7,850
7.2.2	Construction HRA				7		23				2			32	$5,965				$0	$5,965
7.3	Noise and Vibration Analysis			1		14		12	58		2			87	$15,055				$0	$15,055
	Task 7. Subtotal	0	0	1	7	14	134	12	58	55	8	0	0	289	$54,975	$0	$0	$0	$0	$54,975
TASK 8. SUBCONSULTANT TECHNICAL STUDIES																				
8.1	**Cultural/Historical & AB 52 Consultation (Cogstone)**													0	$0				$0	$0
8.1.1	Task Management and Communication													0	$0			780	$858	$858
8.1.2	Research													0	$0			4,775	$5,253	$5,253
8.1.3	Fieldwork													0	$0			2,065	$2,272	$2,272
8.1.3	Historical Resources Assessment Report													0	$0			4,580	$5,038	$5,038
8.2	**Traffic and VMT Analysis (Iteris)**													0	$0				$0	$0
8.2.1	Project Management, Project Initiation, Scope Refinement, and Data Collection													0	$0	5,500			$6,050	$6,050
8.2.2	Non-CEQA Traffic Analysis													0	$0	22,800			$25,080	$25,080
8.2.3	CEQA Traffic Analysis													0	$0	25,820			$28,402	$28,402
8.2.4	Documentation, Response to Comments, and Meetings													0	$0	3,380			$3,718	$3,718
	Task 8. Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$63,250	$0	$13,420	$76,670	$76,670
TASK 9. TECHNICAL STUDIES - PEER REVIEW																				
9.1	**LID Plan and Hydrology Report**		16											16	$3,760				$0	$3,760
9.2	**Geotechnical Report, Phase I ESA, and Phase II Subsurface Investigation Report**													0	$0		5,920		$6,512	$6,512
	Task 9. Subtotal	0	16	0	0	0	0	0	0	0	0	0	0	16	$3,760	$0	$6,512	$0	$6,512	$10,272
	Labor Hours Total	141	352	1	19	22	244	84	90	81	48	74	76	1216		$63,250	$6,512	$13,420	$83,182	$331,832
	Labor Dollars Total	$37,365	$82,720	$275	$4,275	$5,610	$43,920	$11,760	$14,400	$19,845	$6,000	$11,840	######		$248,650					
	PlaceWorks Percent of Total Labor	11.6%	28.9%	0.1%		1.8%	20.1%	6.9%	7.4%	6.7%	3.9%	6.1%	6.3%	99.8%						
Subconsultants Reimbursable Expenses																				4,311
PlaceWorks Reimbursable Expenses																				$8,860
REIMBURSABLE EXPENSES TOTAL																				$13,171
GRAND TOTAL																				$345,003

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

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

a. Line items for all the work performed, the number of hours worked, and the hourly rate.

b. Line items for all materials and equipment properly charged to the Services.

c. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

d. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

EXHIBIT "D"

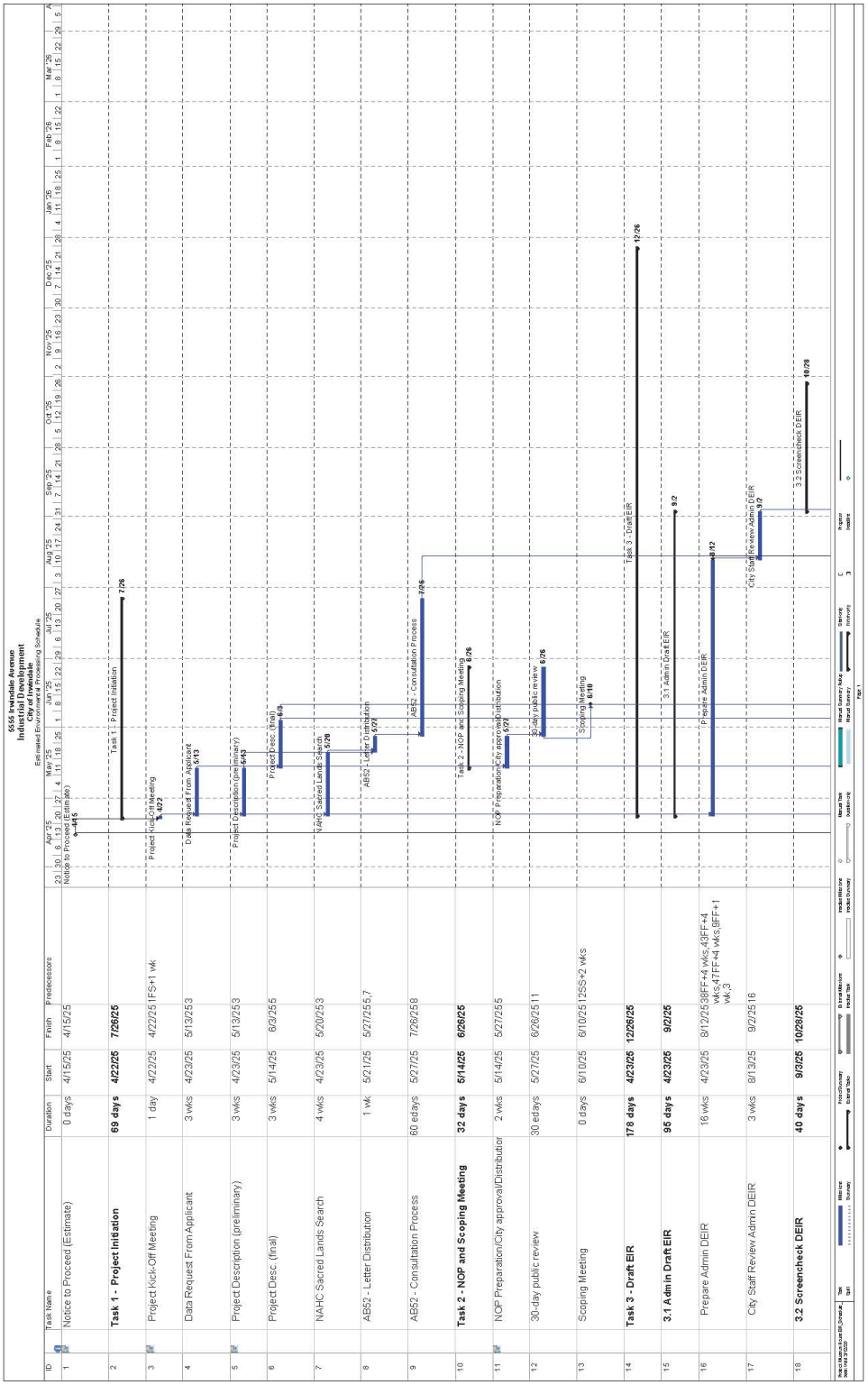
SCHEDULE OF PERFORMANCE/TIMELINE

I. Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:

II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding one (1) years from the date hereof,

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

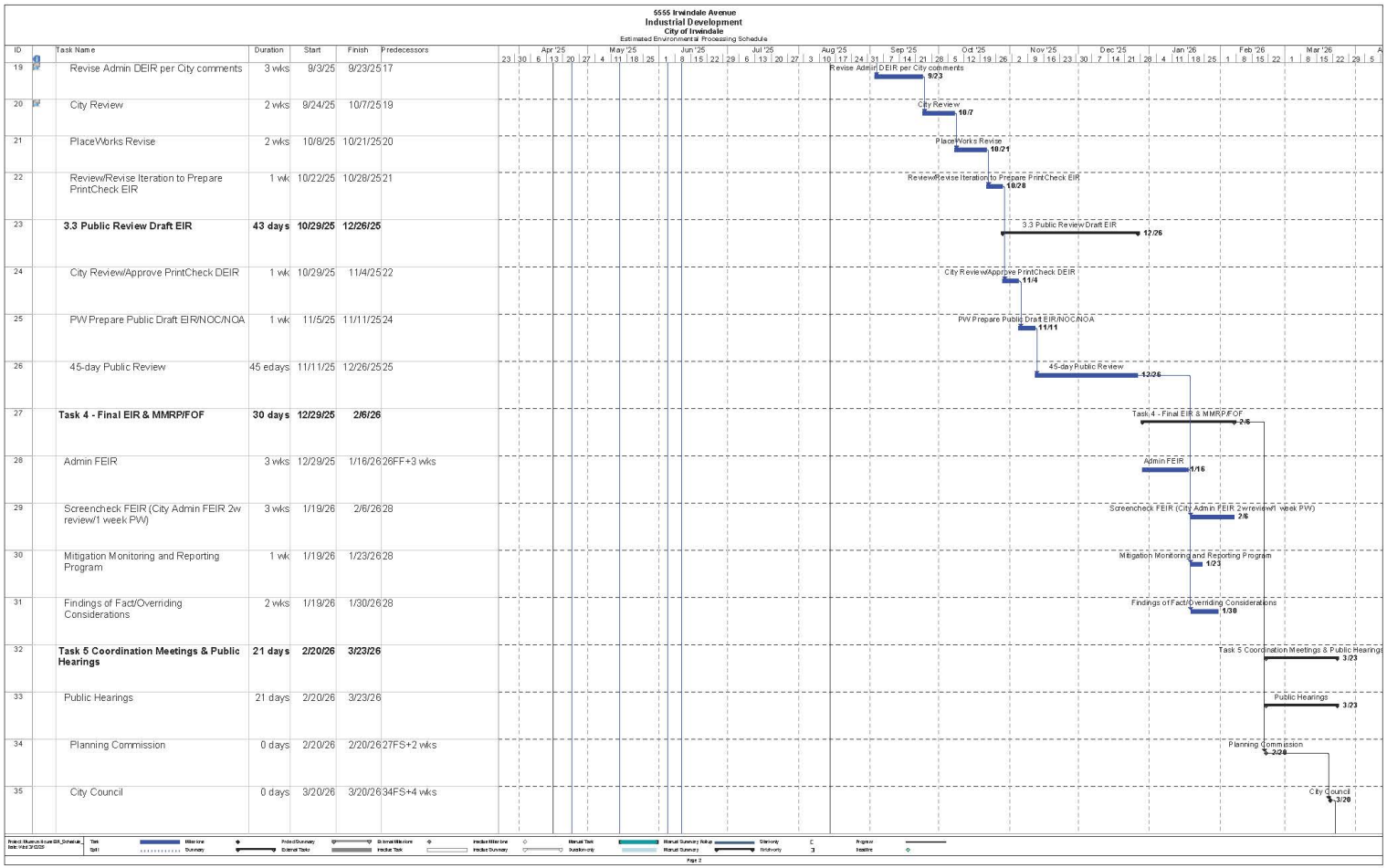
EIR SCHEDULE



ID	Task Name	Duration	Start	Finish	Predecessors
1	Notice to Proceed (Estimate)	0 days	4/15/25	4/15/25	
2	**Task 1 - Project Initiation**	**69 days**	**4/22/25**	**7/26/25**	
3	Project Kick-Off Meeting	1 day	4/22/25	4/22/25	1FS+1 wk
4	Data Request From Applicant	3 wks	4/23/25	5/13/25	3
5	Project Description (preliminary)	3 wks	4/23/25	5/13/25	3
6	Project Desc. (final)	3 wks	5/14/25	6/3/25	5
7	NAHC Sacred Lands Search	4 wks	4/23/25	5/20/25	3
8	AB52 - Letter Distribution	1 wk	5/21/25	5/27/25	5,7
9	AB52 - Consultation Process	60 edays	5/27/25	7/26/25	8
10	**Task 2 - NOP and Scoping Meeting**	**32 days**	**5/14/25**	**6/26/25**	
11	NOP Preparation/City approval/Distribution	2 wks	5/14/25	5/27/25	5
12	30-day public review	30 edays	5/27/25	6/26/25	11
13	Scoping Meeting	0 days	6/10/25	6/10/25	12SS+2 wks
14	**Task 3 - Draft EIR**	**178 days**	**4/23/25**	**12/26/25**	
15	**3.1 Admin Draft EIR**	**95 days**	**4/23/25**	**9/2/25**	
16	Prepare Admin DEIR	16 wks	4/23/25	8/12/25	3SFF+4 wks,4SFF+4 wks,5.47FF+4 wks,9FF+1 wk,3
17	City Staff Review Admin DEIR	3 wks	8/13/25	9/2/25	16
18	**3.2 Screencheck DEIR**	**40 days**	**9/3/25**	**10/28/25**	

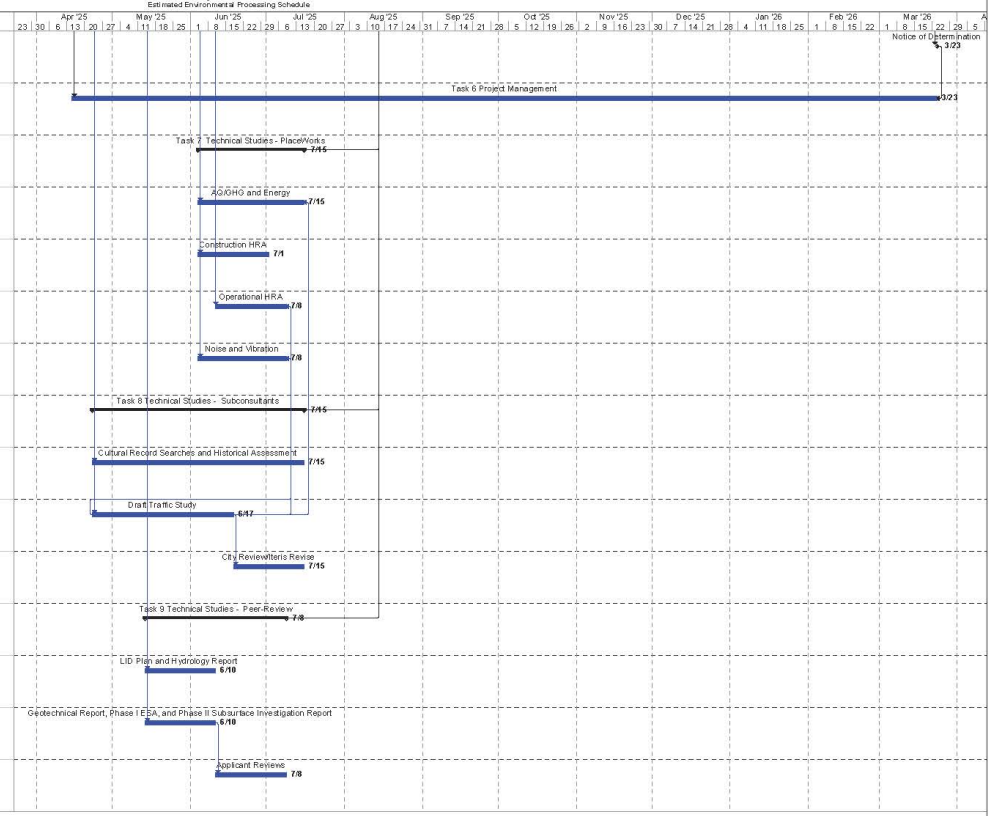
5555 Irwindale Avenue
Industrial Development
City of Irwindale
Estimated Environmental Processing Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
19	Revise Admin DEIR per City comments	3 wks	9/3/25	9/23/25	17
20	City Review	2 wks	9/24/25	10/7/25	19
21	PlaceWorks Revise	2 wks	10/8/25	10/21/25	20
22	Review/Revise Iteration to Prepare PrintCheck EIR	1 wk	10/22/25	10/28/25	21
23	**3.3 Public Review Draft EIR**	**43 days**	**10/29/25**	**12/26/25**	
24	City Review/Approve PrintCheck DEIR	1 wk	10/29/25	11/4/25	22
25	PW Prepare Public Draft EIR/NOC/NOA	1 wk	11/5/25	11/11/25	24
26	45-day Public Review	45 edays	11/11/25	12/26/25	25
27	**Task 4 - Final EIR & MMRP/FOF**	**30 days**	**12/29/25**	**2/6/26**	
28	Admin FEIR	3 wks	12/29/25	1/16/26	26FF+3 wks
29	Screencheck FEIR (City Admin FEIR 2w review/1 week PW)	3 wks	1/19/26	2/6/26	28
30	Mitigation Monitoring and Reporting Program	1 wk	1/19/26	1/23/26	28
31	Findings of Fact/Overriding Considerations	2 wks	1/19/26	1/30/26	28
32	**Task 5 Coordination Meetings & Public Hearings**	**21 days**	**2/20/26**	**3/23/26**	
33	Public Hearings	21 days	2/20/26	3/23/26	
34	Planning Commission	0 days	2/20/26	2/20/26	27FS+2 wks
35	City Council	0 days	3/20/26	3/20/26	34FS+4 wks



5555 Irwindale Avenue
Industrial Development
City of Irwindale
Estimated Environmental Processing Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
36	Notice of Determination	0 days	3/23/26	3/23/26	35FS+1 day
37	**Task 6 Project Management**	**245 days**	**4/15/25**	**3/23/26**	**36FF,1**
38	**Task 7 Technical Studies - PlaceWorks**	**30 days**	**6/4/25**	**7/15/25**	
39	AQ/GHG and Energy	6 wks	6/4/25	7/15/25	6,45FF+3 wks
40	Construction HRA	4 wks	6/4/25	7/1/25	6
41	Operational HRA	4 wks	6/11/25	7/8/25	6,45FF+3 wks
42	Noise and Vibration	5 wks	6/4/25	7/8/25	45SF+4 wks,6
43	**Task 8 Technical Studies - Subconsultants**	**12 wks**	**4/23/25**	**7/15/25**	
44	Cultural Record Searches and Historical Assessment	12 wks	4/23/25	7/15/25	3
45	Draft Traffic Study	8 wks	4/23/25	6/17/25	3
46	City Review/Iteris Revise	4 wks	6/18/25	7/15/25	45
47	**Task 9 Technical Studies - Peer-Review**	8 wks	5/14/25	7/8/25	
48	LID Plan and Hydrology Report	4 wks	5/14/25	6/10/25	4
49	Geotechnical Report, Phase I ESA, and Phase II Subsurface Investigation Report	4 wks	5/14/25	6/10/25	4
50	Applicant Reviews	4 wks	6/11/25	7/8/25	48



Item #11.H.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Professional contract for DeNovo Planning Group – CEQA services for property located at 4500 Azusa Canyon Road

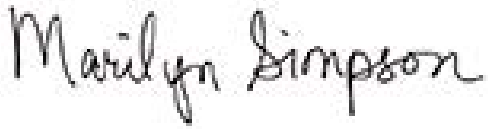
City Manager's Recommendation:

That the City Council approve the attached contract with De Novo Planning Group, for the preparation of an environmental assessment for property located at 4500 Azusa Canyon Road, Irwindale, CA 91706.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director



Prepared by:

Brandi Jones, Senior Planner

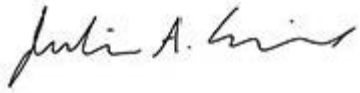
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Rexford Industrial the Applicant, submitted a request for the construction of one (1) speculative industrial/warehouse building totaling ±189,300 square feet with associated standard vehicle and trailer parking for property located at 4500 Azusa Canyon Road (APN: 8417-004-012), in the M-1 (Light Industrial) zone (Project). The application includes requests for a Site Plan and Design Review (DA) and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

After soliciting proposals through a Request for Proposals process, Planning Staff reviewed five (5) proposals from consulting firms, interviewed the five (5) consulting firms, and is now recommending the retention of De Novo Planning Group to complete the CEQA work necessary to evaluate the Project. The Contract Services Agreement with De Novo Planning Group is for an amount not to exceed $236,825.00 and is attached with this report. An Initial Study/Mitigated Negative Declaration (IS/MND) will be prepared by De Novo Planning Group.

Fiscal Impact:

The City's General Fund will not be impacted. Pursuant to the Reimbursement Agreement with the Applicant, the Applicant has agreed to reimburse the City of all costs and expenses incurred by the City related to the services agreed to in the Agreement for Contract Services with De Novo Planning Group The Reimbursement Agreement requires a deposit account wherein Applicant will make deposits of amounts to cover all costs and expenses of work done by De Novo Planning Group, any other consultant retained for the Project, and the City Attorney’s office for work related to the land use entitlements.

Attachments:

1. 4500 Azusa Canyon Road Contract Svcs Agmt - De Novo (Final)

ATTACHMENT "A"

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND DE NOVO PLANNING GROUP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of July 2025, by and between the City of Irwindale, a California municipal corporation ("City"), and De Novo Planning Group, a California corporation ("Consultant" or "De Novo Planning Group"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services pertaining to California Environmental Quality Act (CEQA) for land use entitlements defined and described in Exhibit 1 of this Agreement.

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant’s Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Prevailing Wages.

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

1.8 Further Responsibilities of Parties.

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

1.9 Additional Services.

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

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

1.10 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed TWO HUNDRED AND THIRTY-SIX THOUSAND AND EIGHT HUNDRED AND TWENTY FIVE DOLLARS ANS NO CENTS ($236,825.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved

subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and

incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Ben Ritchie	President
(Name)	(Title)
Steve McMurtry	CEO
(Name)	(Title)

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

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Contractor.

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

manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

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

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

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the services to be performed in

connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

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

5.2 Other Provisions or Requirements.

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

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

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

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

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact

business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply

separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

5.3 Performance Bond.

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

5.4 Indemnification.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

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

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

DE NOVO PLANNING GROUP, a California corporation

By:_____
Name: Ben Ritchie, Principal
Title: President
Address: 1020 Suncast Lane,
Suite 106
El Dorado Hills, CA 95762

By:_____

Name: Steve McMurtry, Principal
Title: Chief Financial Officer
Address: 1020 Suncast Lane,
Suite 106
El Dorado Hills, CA 95762

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

___ _____
____

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 document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐
OTHER_____

___
_____
____

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

I. **Consultant will perform CEQA analysis and prepare CEQA documents necessary to obtain entitlements for the construction of one (1) speculative industrial building totaling ±189,300 square with associated standard vehicle and trailer parking for property located at 4500 Azusa Canyon Road (APN: 8417-004-012), in the M-1 (Light Industrial) zone. (Project), as described in the following scope of service contained in the Consultant's Proposal (herein after referred to collectively as "Services"):**

C. SCOPE OF WORK

The De Novo team has provided environmental documentation and technical studies for a diverse range of development projects, as well as regulatory/policy documents, such as General Plans and zoning ordinances. We are proud of our history of working with local agencies on a variety of CEQA and long range planning documents. All technical studies and environmental documents will be completed in accordance with the adopted CEQA Guidelines, and peer reviews will be completed to ensure that the reports properly support CEQA the documentation and provide answers to fundamental threshold questions.

Working with the City as an extension of staff, De Novo will be responsible for preparation of draft and final CEQA documents, including all supporting documentation such as the Notice of Preparation, Notice of Intent to Adopt, Notice of Availability, Response to Comments, Findings and Facts, Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, and Notice of Determination. We will circulate environmental documents for public review and participate in community meetings and public hearings, as needed.

Deliverables are anticipated to include electronic Word and PDF files for each Administrative Draft and Review Draft document. Electronic copies of the kick-off meeting agenda and minutes, draft project description, schedule, and required notices will also be provided. De Novo will be responsible for submitting the Public Review Draft documents and notices to the State Clearinghouse through the CEQA Submit portal and filing CEQA notices with the County of Los Angeles.

The De Novo team will serve as an extension of City staff in all aspects of the environmental review process. The De Novo team has the experience and capacity to prepare the environmental analysis required for the project. De Novo has prepared the following work plan in response to Section 5.c. of the RFP and our experience preparing environmental clearance documents and associated technical studies.

CEQA DOCUMENTATION

De Novo has prepared the following work plan in response to the City's RFP and our experience preparing a variety of environmental clearance documents and associated technical studies throughout California. An Initial Study will be prepared to more fully assess the Project's potentially significant impacts. Based on the Project's characteristics, we assume that a Mitigated Negative Declaration (MND) is the most appropriate level of CEQA documentation. Should the Initial Study reveal potentially significant impacts that may not be mitigated to a less than significant level in an MND, De Novo will notify the City regarding next steps, as an Environmental Impact Report may be required.

TASK 1 PROJECT KICKOFF AND PROJECT DESCRIPTION

1.1 PROJECT KICKOFF MEETING/SITE VISIT

The work program will be initiated with a kickoff meeting with City representatives and the Applicant team (as determined by the City), including discussing the schedule for completion of the Project, with clear deadlines and specific action items identified for each task. This meeting is assumed to be held virtually. It is anticipated that this meeting will serve to acquaint the De Novo team with the Project and discuss the environmental work program, as well as the understanding of Project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, the Project construction program, buildout conditions, scheduling, and overall communication protocols. Prior to the

kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. Upon completion of the kickoff meeting, De Novo will prepare meeting minutes that detail action items for the team. The De Novo Team will also conduct a site visit as part of this task to document on-site conditions and take photographs.

1.2 PROJECT DESCRIPTION

The Project Description is a critical element of the environmental document and establishes the foundation for the technical analysis. The Project Description will detail the overall proposed Project, as well as the location of individual Project components and phases, and environmental setting, project characteristics (construction and operation), discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. Project plans and details, provided by the Applicant, will also be graphically depicted and referenced. De Novo will submit the Project Description to the City for review and approval. We have assumed that no modifications to the Project Description will occur after approval by the City. Once finalized, the Project Description will be incorporated into the Draft EIR and utilized for the purposes of technical studies and analysis.

DELIVERABLES

The following deliverables will be provided for Task 1:

- One (1) electronic copy of the Kickoff Meeting Agenda and Minutes
- One (1) electronic copy of the Schedule (with updates as needed)
- One (1) electronic copy of the Draft, Revised Draft, and Final Project Description

TASK 2 PREPARATION OF TECHNICAL STUDIES AND PEER REVIEWS

The De Novo Team will prepare the Air Quality, Greenhouse Gas Emissions, and Energy Analysis that will be incorporated into the IS/MND but are not intended to be a standalone document. De Novo has partnered with MD Acoustics to prepare the Noise Study, South Environmental to prepare the Cultural Resources Study and Paleontological Resources Memorandum, and Kittelson Associates to prepare the Vehicle Miles Traveled (VMT) and Traffic Impact Analysis. De Novo has also partnered with Fuscoe for peer review of Hydrology and LID/SUSMP Studies and Verdantas for peer review of the Phase I Environmental Site Assessment and Phase II Subsurface Investigations. De Novo will conduct a qualitative review of the soils report to ensure conformance with CEQA requirements. De Novo assumes that any available information or existing technical studies would be provided by the City to De Novo, such as geotechnical studies, Phase I Environmental Site Assessment, hydrological/LID evaluations, utility estimates, or any other relevant information. De Novo will review these studies for purposes of integration into the CEQA document; a formal peer review will not be conducted.

2.1 AIR QUALITY ANALYSIS

De Novo will utilize our in-house environmental scientists to prepare an Air Quality analysis for the Project. The analysis will be prepared consistent with South Coast Air Quality Management District (SCAQMD) and State and federal guidelines using the latest version of CalEEMod software. The analysis will include a comparison of the proposed Project's operational emissions with SCAQMD's air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts. De Novo will also analyze the potential for health risk and odor impacts on nearby receptors; this task includes preparation of a Health Risk Assessment (HRA). The discussion will include the methodology for calculating emissions, an analysis of the proposed Project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality, as appropriate. De Novo will prepare a health risk assessment specific to

both construction and operational activities, to quantitatively analyze the potential for health risk impacts on nearby sensitive receptors.

2.2 ENERGY ANALYSIS

De Novo's in-house environmental scientists will prepare an analysis and quantification of Project energy usage, consistent with the requirements of the most recent version of CEQA Guidelines Appendix G. The analysis will provide disclosure of the Project's estimated energy consumption associated with long-term operations, buildings, and transportation. Further, consistent with the applicable statutes and guidelines, De Novo will analyze the Project's potential for wasteful, inefficient, and unnecessary consumption of energy, and will also analyze whether the Project would conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

2.3 GREENHOUSE GAS EMISSIONS ANALYSIS

De Novo's in-house environmental scientists will prepare a greenhouse gas emissions (GHG) Emissions analysis pursuant to the requirements of Executive Order S-3-05, The Global Warming Solutions Act of 2006 (AB 32), and The California Global Warming Solutions Act of 2016: emissions limit (SB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. This analysis would consider both a local and a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts, consistent with the guidance and significance thresholds provided by the SCAQMD, as applicable. The discussion and analysis will include quantification of GHGs generated by both construction and operation of the Project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the Project's consistency with any applicable state and local plans.

2.4 CULTURAL RESOURCES ASSESSMENT

CHRIS Records Search: South Environmental will conduct a California Historical Resources Information Systems (CHRIS) records search of the project site and a 0.25-mile radius at the South Central Coastal Information Center (SCCIC), which houses cultural records for Los Angeles County. The purpose of a records search is to identify any previously recorded cultural resources; review historical maps of the Project site; review the Archaeological Determinations of Eligibility lists; and gather information on ethnographies. In addition, South Environmental will review the lists for the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the lists of California State Historical Landmarks, and California Points of Historical Interest.

Sacred Lands File Search: South Environmental will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the Project site. In addition, the NAHC will provide a list of Native American contacts for the project who should be contacted for additional information. South Environmental will present the results of the Sacred Lands File search and will not conduct outreach to the NAHC-listed contacts.

Cultural Resources Survey: One qualified architectural historian will survey the exterior portions of all accessible existing built environment within the proposed Project site, taking detailed notes and

photographs of all buildings and structures. We assume safe access to the exterior of all buildings will be provided. No interior access is needed. One qualified archaeologist will conduct a pedestrian survey of the Project site using opportunistic spot checks because the project site is nearly entirely paved. It is assumed that the archaeological survey will be negative for archaeological resources (i.e., no newly discovered archaeological resources will be encountered, and no previously recorded resources will require updates). No artifacts, samples, or specimens will be collected during the survey. Should any archaeological resources be identified as a result of the records search or survey requiring recordation or collecting, a separate scope of work would be required.

Historic Property Evaluation: Cursory review of historic aerial photographs and County Assessor records indicates that there are several buildings within the proposed Project site, some of which are over 45 years old and require evaluation for historical significance. South Environmental will complete a historic significance evaluation for the historic-era buildings within APN 8417-004-012 in consideration of CRHR and local designation criteria to determine if they are considered historical resources for the purposes of CEQA Guidelines Section 15064.5. This may include accessing local libraries, archives, and contacting relevant historical societies. South Environmental will also review all available building permits and construction documents to determine the nature and extent of alterations made to the property over time. The buildings will be evaluated on the required State of California Department of Parks and Recreation Series 523 Forms (DPR forms). It is assumed that no more than one property containing multiple buildings will require evaluation for the Project. Should additional property evaluations be required, we will work with you to augment this scope of work and costs.

Cultural Resources Report: South Environmental will prepare a Phase I cultural resources technical report that will summarize the results of the records search, NAHC Sacred Lands File search, survey, historic resource evaluation, and results. The report will also discuss the proposed Project description, regulatory framework, all sources consulted, recommendations for appropriate management, and analysis of the proposed project's potential to impact cultural resources under CEQA Guidelines Section 15064.5. All DPR forms will be included as an appendix to the report.

2.5 PALEONTOLOGICAL RESOURCES ASSESSMENT

South Environmental will request a paleontological resources records search from the Natural History Museum of Los Angeles County (NHMLA), which maintains records for Los Angeles County. The purpose of the records search is to identify any previously recorded paleontological resource localities in the vicinity of the Project, as well as the paleontological sensitivity of the geologic units present within the Project site.

Upon receipt of the paleontological records search results, South Environmental will prepare a paleontological resource technical report in accordance with the Society of Vertebrate Paleontology standard guidelines. This report will detail the results of the literature review and museum records search, summarize the paleontological sensitivity of the geologic units within and in the vicinity of the project site, and assess potential impacts from project implementation. Based on the results of the analysis, South Environmental will develop recommended measures (as necessary), to avoid potential impacts to paleontological resources during project implementation.

2.6 NOISE STUDY

MD Acoustics will review the site plans, preliminary grading plans, and the traffic study for the Project from an acoustical standpoint. Based on this, they will determine the existing noise environment at the

Project site and perform up to (2) 24-hour noise measurement at the site, at which time site access would be required. The evaluation will utilize a version of the Federal Highway Administration (FHWA) Noise Prediction Model to determine the roadway noise impacts from the proposed Project along the subject roadways and compare them to the City's noise standards, as well as SoundPlan noise modeling software to calculate the stationary noise impacts from the Project site to the adjacent uses. MD Acoustics will evaluate the potential for short-term construction noise and vibration impacts. MD Acoustics will summarize the analysis results in a noise impact study.

2.7 TRAFFIC STUDIES

Kittelson & Associates (Kittelson) will prepare the traffic studies, including Vehicle Miles Traveled (VMT) and the non-CEQA Level-of-Service (LOS) evaluations, and confirm that the studies prepared meet the City's new guidelines for addressing the operational effects of the Project, as well as the VMT impacts as required under CEQA. Kittelson will prepare a scoping memorandum to be reviewed and approved by City staff prior to initiating the technical analysis.

CEQA Transportation Analysis – VMT: For purposes of CEQA compliance, a VMT analysis will be conducted for land use projects as deemed necessary by the City Traffic Engineer and would apply to projects that have the potential to increase the baseline VMT per service population (e.g. population plus employment) for the City. Kittelson will coordinate with the City of Irwindale to select the most defensible methodology and threshold of significance. The VMT assessment of the Project will be conducted using the San Gabriel Valley Council of Governments (SVCOG) VMT Evaluation Tool. If the Project would generate an impact for VMT, then Kittelson will develop appropriate mitigation measures including transportation demand management (TDM) and related trip reduction measures. This scope assumes the VMT analysis will rely on the SGVCOG VMT Evaluation tool. If during the VMT assessment it is determined that a detailed VMT analysis that would require new SCAG model runs, a contract augment may be required to use the SCAG model to calculate project VMT. Kittelson will also evaluate other CEQA transportation potential impacts including hazards and conflicts with local plans.

Non-CEQA – Local Transportation Analysis: Kittelson will analyze existing transportation conditions and evaluate potential operational non-CEQA effects such as intersection and roadway LOS using criteria typically used for Transportation Impact Analyses completed in City of Irwindale. A description of the roadway network in the area will be provided together with a description of existing and planned transit, bicycle, and pedestrian facilities.

Subject to City approval, the local traffic analysis will include the following elements:

- Evaluation of up to five (5) key intersections during weekday peak hours in the vicinity of the Project, using level of service significance criteria provided in the City of Irwindale General Plan (2020) as well as following the Policy Guidelines for Traffic Impact Reports (2014) by City of Irwindale. Kittelson will seek available traffic counts and if traffic counts are not available, this scope and budget provide for new turning movement counts at up to five intersections during both AM (7-9) and PM (4-6) peak hour.
- Evaluation of up to three (3) potential Project driveways, considerations for turn restrictions and identify potential site distance and visibility issues.

- Preparation of trip generation for the proposed Project using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The most likely trip generation categories would be ITE Code 150 –Warehousing and ITE Code 140 Manufacturing.
- Prepare Project trip distribution and traffic assignment based on traffic counts and information provided by the Applicant.
- Develop traffic volumes and provide traffic operational analyses for up to 8 scenarios, including: Existing; Existing plus Project; Opening; Opening plus Project; Opening plus Project plus Any Required Mitigation; Cumulative (2045); Cumulative (204) plus Project; and Cumulative (2045) plus Project plus Any Required Mitigation.
- Conduct intersection LOS analysis for the six scenarios at the study locations, as well as traffic signal warrants for any unsignalized study locations. Up to five average daily traffic volumes will be collected for adjacent roadways to the study intersections. Arterial segment LOS analysis will be conducted for each segment using methodology identified in the City of Irwindale's General Plan.
- Assess Project-related and LOS increases at key nearby intersections and identify improvements if needed.
- Assess the proposed site plan for circulation and access issues, including: assessing the main site access at Azusa Canyon Road and up to two potential driveways and potential turn restrictions; and identifying potential conflicts and impacts at nearby transit/bus stops.

2.8 LID/Stormwater Studies Peer Review

Fuscoe will prepare a peer review of the technical studies related to hydrology and water quality to ensure conformance with CEQA. The review of the hydrology studies would include the following:

- Existing topography, existing drainage map, off-site run-on (if applicable) and existing discharge points.
- Existing hydrology calculations including methodology, storm event frequencies, pervious/impervious breakdown, software type (HydroCalc / LAR4 or equivalent), agency consistency, routing, points of discharge and identification of any existing deficiencies.
- Proposed topography including proposed grading plan, drainage areas, proposed storm drain facilities, detention basins, discharge points, peak flows, hydromodification calculations.
- Review CEQA thresholds analysis related to hydrology, drainage, flooding and erosion/scour in accordance with Appendix G.
- Prepare a Letter of Findings identifying any issues, deficiencies, or modifications necessary to meet the CEQA thresholds for hydrology including redline markups of the submitted report(s).

Fuscoe's peer review of the LID study and Standard Urban Stormwater Management Plan (SUSMP) would include the following:

- LID Hierarchy Evaluation.
- Geotechnical analyses related to infiltration for water quality and hydromodification requirements including infeasibility assessments if applicable.
- BMP type, location based on the proposed drainage areas.
- BMP sizing calculations including draw down if applicable.
- Compliance with hydromodification and impacts on BMP sizing.

- BMP details and cross sections.
- BMP operation and maintenance requirements.
- Prepare a Letter of Findings identifying any issues, deficiencies, or modifications necessary to meet the CEQA thresholds for water quality including redline markups of the submitted report(s).

2.9 Phase I Environmental Site Assessment and Phase II Subsurface Soil Investigation Peer Review

Verdantas will conduct a formal peer review of the Applicant-provided Phase I ESA and the Phase II Subsurface Investigation Reports. The review would also include site reconnaissance to observe surface and discernable conditions. A letter report would be prepared, including review findings, conclusions and recommendations.

2.10 Soils Studies Peer Review

De Novo in-house staff will conduct a non-engineering conformance review of the Applicant-provided soils/geotechnical report to ensure that the information and data reported would provide the information required to fully evaluate geology and soils impacts, in accordance with the Appendix G CEQA Checklist. De Novo's findings will be provided in a memorandum.

DELIVERABLES

The following deliverables will be provided for Task 2:

- One (1) electronic copy of the Draft and Final Noise Study
- One (1) electronic copy of the Draft and Final Cultural Resources Assessment
- One (1) electronic copy of the Draft and Final Paleontological Resources Assessment
- One (1) electronic copy of the Draft and Final Transportation Impact Analysis Report
- One (1) electronic copy of the Draft and Final Peer Reviews, including formal peer reviews for the LID/Stormwater Studies and Phase I/II Reports, as well as conformance review of the soils/geotechnical study.

TASK 3 PREPARE ADMINISTRATIVE DRAFT INITIAL STUDY

De Novo will prepare an Initial Study (IS) to address potential impacts associated with the proposed Project. The Initial Study will be prepared consistent with the requirements of CEQA and Appendix G of the CEQA Guidelines. The contents of the Administrative Draft Initial Study will be consistent with all applicable provisions of CEQA and the CEQA Guidelines, and will incorporate the analysis and findings of the technical studies outlined in Task 2 above, as follows:

3.1 INTRODUCTION

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City of Irwindale CEQA Implementation procedures for which the proposed Project is subject. This section will identify the purpose of the study and statutory authority, and include a summary of the Initial Study format, and a listing of responsible and trustee agencies and documentation incorporated by reference.

3.2 ENVIRONMENTAL EVALUATION

This section will include a discussion of the potentially significant environmental impacts, mitigation measures to reduce significant impacts to a level of insignificance, and a statement as to whether mitigation measures will reduce impacts to a level of insignificance, if applicable. The evaluation section

will contain appropriately detailed analysis and discussion of those environmental criteria deemed "Potentially Significant Impact" and "Potentially Significant Impact Unless Mitigated". Where the Project would result in "No Impact" or "Less Than Significant Impact" for particular environmental criteria, the Initial Study will include a brief discussion which supports such a finding. If applicable, recommended mitigation measures will comply with CEQA requirements in terms of effectiveness and feasibility. Where alternative mitigation measures are available to address a specific impact, the study will include a recommended measure and discuss the reason(s) for selecting a particular measure over other alternative measures.

A Aesthetics

The existing aesthetic environment in the Project vicinity and the site, including any scenic vistas or scenic resources, will be identified. The analysis of construction activities will focus on the potential for sensitive uses to be impacted as a result of visible construction activities, including staging areas and construction vehicles. Potential visual impacts to scenic vistas and the potential for the Project to result in substantial damage to scenic resources within a state scenic highway will be identified. The Project site is located within an urbanized area, based on CEQA Guidelines Section 15387, which defines an "urbanized area" as a central city or group of contiguous cities with a population of 50,000. As of 2023, the City of Irwindale has a population over 1,426; however, Irwindale is located with the Los Angeles-Long Beach-Anaheim Metropolitan Statistical Area, which is the most populous metropolitan area in the Western United States, with a population of 12,237,276 as of the 2020 Census. Therefore, this section would evaluate the potential for the Project to conflict with applicable zoning and other regulations, including the City's design guidelines, governing scenic quality will be reviewed and analyzed.

This scope of work assumes visual simulations, if any, would be provided by the Applicant from public vantage points to be determined in coordination with City staff. The intent of the visual simulations would be to provide a photo-realistic representation of what the site would look like under a before and after scenario from each vantage point.

The potential for the Project to create a new source of substantial light or glare to the area will also be addressed. The existing environment as it pertains to light and glare will be identified. The analysis will discuss the potential for the Project to impact sensitive uses from new light sources such as interior and exterior lighting, security lighting, parking lot lighting, and vehicle headlights associated with the development. Potential building materials and their ability to create glare which could adversely affect daytime views will also be considered.

It is unlikely that a shade and shadow analysis will be required, as the Project would not generate shadows on existing adjacent sensitive uses or result in a change in shadow patterns that would be directly attributable to the Project.

B Agriculture and Forestry Resources

This section will provide an analysis of potential impacts to agricultural resources, including a discussion of feasible mitigation measures related to the loss of agricultural land. Per the California Department of Conservation's Important Farmland Finder, there is no designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance within the Project site or vicinity. According to Farmland Finder, the Project site consists of "Urban and Built-Up Land." Therefore, it is assumed that the analysis would confirm that there would be no impact related to this topic.

C Air Quality

This section will utilize the analysis and findings provided in the Air Quality Analysis, as referenced in Task 2.1. The EIR section will include a comparison of the proposed Project's construction and operational emissions with South Coast Air Quality Management District's (SCAQMD's) air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts. This section will also describe the potential for health risk and odor impacts on nearby receptors. The section will include the methodology for calculating emissions, an analysis of the proposed Project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

D Biological Resources

The Project is located in an urban and built-up area, and based on initial review, there are no habitat areas on the Project site. There may be some minimal ornamental landscaping along the periphery of the Project site. Therefore, it is assumed that the analysis would confirm that there would be little to no impact related to this topic.

E Cultural Resources

The analysis will address the potential for the Project to cause a substantial adverse change in the significance of a cultural resource. Additionally, the potential for the Project to disturb human remains will be discussed. This section will incorporate the findings of the Cultural Resources Evaluation, as referenced in Task 2.4.

F Energy

This section will identify the energy demand associated with the Project and identify whether there is a potential environmental impact due to wasteful, inefficient or unnecessary use of energy during Project construction or operation. The analysis will also assess the Project's consistency with state or local plans for renewable energy or energy efficiency. This section will be based on the Energy Assessment referenced in Task 2.2, above, as well as any Applicant-provided engineering estimates.

G Geology and Soils

Utilizing the Applicant-provided and conformance-reviewed soils/geotechnical study or other existing resources, the analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards. The Project will be evaluated for its potential to expose people or structures to potential substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure, and landslides. The potential for the Project to destroy a unique paleontological resource will also evaluated, based on the Paleontological Assessment, as referenced in Task 2.5, above.

H Greenhouse Gas Emissions

This section will incorporate the findings of the Greenhouse Gas Emissions analysis, referenced in Task 2.3, above. The discussion will provide the quantitative and qualitative analysis of the Project's sustainability features, as provided by the Applicant.

I Hazards and Hazardous Materials

This section will incorporate the findings of the Applicant-provided and peer reviewed Phase I ESA and Phase II subsurface investigation report. The hazardous materials analysis will include a summary of the

existing regulatory conditions per the State Cortese Database Listing. Potentially hazardous materials conditions within the Project site will be considered to analyze potential Project-related impacts, as they pertain to hazards and hazardous materials per the CEQA thresholds of significance. Potential accidental conditions involving hazardous materials during construction and operations will be identified. Inundation risk associated with proximity to the Santa Fe Dam will also be evaluated. The Project site is not located within an airport land use plan or within two miles of an airport. Project emergency access and potential exposure to wildland fires will also be considered.

J Hydrology and Water Quality

Existing and proposed hydrology and water quality data will be reviewed for the Project area based upon available reference documents, including the Applicant-provided peer reviewed Hydrology and LID/SUSMP Studies and other available information from the City and Applicant. This section will evaluate water quality conditions and identify water quality (National Pollutant Discharge Elimination System [NPDES]) techniques/structures in accordance with local, State, and federal requirements. The potential for the Project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified. The proposed Project relative to its potential construction and operational impacts on water quality will be assessed. Conformity of the proposed Project to water quality regulations will also be discussed. The potential for the Project to degrade water quality, interfere with groundwater recharge or expose people to water-related hazards will be identified. The section will also address the potential for substantial erosion or siltation, potential for flooding, and the ability of the Project to result in runoff that exceeds the capacity of the storm drain system. The analysis will consider the Project's potential to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan, as applicable.

K Land Use and Planning

The proposed Project site is approximately 28.56 acres and is zoned M-2 (Heavy Manufacturing), with a corresponding General Plan land use designation of Industrial/Business Park. The proposed Project would be consistent with the underlying zoning and land use designation. The Project will be reviewed for consistency with City standards and policies, as well as careful consideration of adjacent uses. Existing and proposed General Plan land use and zoning designations will be identified; any proposed amendments to the land use and zoning for a site will be assessed. The proposed Project will be reviewed in the context of the City of Irwindale land use plans, policies, and regulations adopted for the purpose of avoiding or mitigating an environmental impact. The potential for the Project to conflict with these plans, policies or regulations will be assessed.

L Mineral Resources

According to the City's General Plan, there are mineral resource zones within the City of Irwindale, primarily consisting of sand and gravel operations. Based on a review of the California Department of Conservation Division of Mine Reclamation, there are no active mineral resources within the Project site. However, the Olive Pit Mine, an open pit sand and gravel mine, is located approximately 100 feet to the west of the Project site, across Azusa Canyon Road, in the City of Azusa. The analysis will document the potential for impacts to mineral resources, and it is assumed that this impact would be scoped out of the EIR.

M Noise

This section will incorporate the findings of the Noise Study referenced in Task 2.6, above.

N Population and Housing

The analysis will consider the potential for the Project to directly or indirectly induce substantial unplanned population growth in the area and the potential to displace a substantial number of people or housing, resulting in the need for replacement housing elsewhere. The section will identify population and housing projections for an area, including the anticipated and planned growth as identified in the City of Irwindale General Plan and regional growth projections. However, since the Project does not include any residential development, it is assumed that this impact would be scoped out of the EIR.

O Public Services

The discussion will focus on the increased demand for services based on the proposed Project and if they would require the extension or expansion of new facilities. Public service departments/agencies will be contacted to confirm existing service conditions and potential Project impacts associated with a proposed development. The discussion will focus on the increased demand for services based on the proposed land uses and the potential alteration of existing facilities, extension or expansion of new facilities. The ability of the Project to receive adequate service based on applicable standards will be evaluated. If necessary, mitigation measures to reduce impacts associated with providing new or altered facilities will be identified.

P Recreation

Existing recreation facilities will be identified and the ability for these facilities to serve the proposed Project will be assessed. However, since the Project does not include any residential development, it is assumed that this impact would be scoped out of the EIR.

Q Transportation

This section will incorporate the findings of the Traffic Study, referenced in Task 2.7, above. With the implementation of Senate Bill (SB) 743, VMT will be the required analysis metric to assess the potential for significant transportation impacts associated with proposed projects. This section will also address any potential conflicts with the City's programs, plans, ordinances or policies addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities, potential of the Project to increase hazards due to a geometric design feature or incompatible use, or result in inadequate emergency access.

R Tribal Cultural Resources

This section will rely on the findings of the Cultural Resources evaluation referenced in Task 2.4, above. The De Novo team will provide AB 52 Native American consultation assistance, if needed. It is assumed that the City maintains a list of contacts for consultation under AB 52, but the De Novo team may request an AB 52 consultation list from the NAHC on behalf of the City should the City choose to request such a list from the NAHC. The De Novo team will prepare AB 52 letter templates and provide checklists, detailed instructions to ensure meaningful government-to-government consultation with interested Native American groups in accordance with AB 52.

S Utilities and Service Systems

Engineering information provided by the Project Applicant related to utility and service systems will be utilized to prepare this section. Utility providers will be contacted to confirm existing service conditions and potential Project impacts associated with a proposed development. The discussion will focus on the increased demand and/or generation of utilities/service systems based on the proposed Project's characteristics and if capacity and supplies are available to support the increased demand and/or

generation. The analysis will also consider the potential physical effects associated with the relocation or construction of new or expanded facilities, if applicable.

T Wildfire

According to Cal Fire, the entire City of Irwindale, including the Project site, is not located in a very high fire hazard severity zone or within a State Responsibility Area (SRA). Therefore, it is assumed that this impact would be scoped out of the EIR.

U Mandatory Findings of Significance

This section will focus on the cumulative effects and the potential for the Project to have environmental effects which will cause substantial adverse effects on human beings based in part on the analysis conducted as part of the previous environmental topical areas.

3.3 ADDITIONAL SECTIONS AND EXHIBITS

Additional Initial Study sections will be prepared and include the following: List of Preparers; References; and Appendices. The environmental document will include exhibits to enhance the written text and clarify the proposed Project. All exhibits will be 8½" x 11" in size and can be provided in a jpeg, dwg, or pdf, as requested.

3.4 ADMINISTRATIVE DRAFT INITIAL STUDY SUBMITTAL

The previous tasks will result in the Administrative Draft Initial Study, which will be provided to City staff for review and comment.

3.5 INITIAL STUDY FINDINGS AND MEETING WITH CITY

Once the Initial Study is reviewed by City staff, De Novo will participate in a conference call/virtual meeting with City staff to review and discuss the findings of the Initial Study review. Based upon the results of the Initial Study and meeting with City staff, De Novo will prepare the appropriate CEQA compliance documentation to involve either preparation of an MND or an EIR, in accordance with either Task 4 or 6.

DELIVERABLES

The following deliverables will be provided for Task 3:

- One (1) electronic copy (word and pdf) of Draft and Final AB 52 and SB 18 consultation letters
- Final AB 52 and SB 18 consultation letters sent via certified mail
- One (1) electronic copy of the Administrative Draft Initial Study with Appendices
- One (1) conference call/virtual meeting with City staff regarding Draft IS findings

TASK 4 MITIGATED NEGATIVE DECLARATION

4.1 REVISED DRAFT IS/MND

De Novo will coordinate with the City and prepare a Revised Screencheck Draft IS/MND based upon one set of consolidated comments received from the City on the Administrative Draft IS. Changes to the Screencheck Draft IS/MND will be highlighted/provided in tracked changes to assist the review.

4.2 PUBLIC REVIEW DRAFT IS/MND

Comments received from City staff on the Revised Draft IS/MND will be incorporated/addressed. De Novo will prepare the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) for public review. De Novo will be responsible for posting the NOI with the Orange County Clerk and preparing the submittal

documents to the State Clearinghouse (SCH). This scope of work includes County Clerk filing fees and excludes radius mailing and newspaper noticing.

4.3 FINAL IS/MND

Upon completion of the public review period, De Novo will prepare a written response to the public comments, and, where necessary, the appropriate revisions will be made to the IS/MND text. Any additional text will be marked in underline format and any deleted text will be marked in strikeout format. All responses will be prepared pursuant to the State CEQA Guidelines and provided to the City staff for review in the form of a Screencheck Final Initial Study/MND. We will make any additional revisions as directed by the City and prepare a Final Initial Study/MND for consideration. The Final Initial Study/MND will also include a Mitigation Monitoring and Reporting Program.

At this time, the extent of public and agency comments that will result from the review process is unknown. This task identifies an estimated budget allocation to prepare the responses to comments by the De Novo team. Should the level of comments and responses exceed our budgeted estimate, De Novo will submit additional funding requests. This scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments. If it is determined that supplemental technical studies or additional analysis are needed, De Novo will work with the Project Team/City to determine the associated scope of work and additional funding necessary.

4.4 NOTICE OF DETERMINATION

If approved, De Novo will prepare and file the Notice of Determination (NOD) with the County Clerk and State Clearinghouse. Our budget excludes the filing fees for the County Clerk and, if determined applicable, the CDFW fees.

DELIVERABLES

The following deliverables will be provided for Task 4:

- One (1) electronic of the Revised Draft IS/MND for City review
- One (1) electronic of the Public Review Draft IS/MND for the City
- Up to twenty-five (25) copies of the Public Review Draft IS/MND and Appendices on a USB drive and up to twenty-five (25) hardcopies of the Notice of Intent to Adopt (NOI) to be mailed to individuals on the City's distribution list.
- One (1) electronic draft and final Notice of Intent
- One (1) electronic draft and final Responses to Comments
- One (1) electronic draft and final Mitigation Monitoring and Reporting Program
- One (1) electronic of the Final IS/MND to include the Responses to Comments, Mitigation Monitoring and Reporting Program, and Errata, if necessary.
- One (1) electronic copy and one (1) hardcopy of the Notice of Determination

TASK 5 MND COORDINATION AND MEETINGS

5.1 PROJECT MANAGEMENT AND ADMINISTRATION

Ms. Barker and Ms. Abraham will direct preparation and review of the MND for compliance with CEQA requirements and guidelines and City CEQA procedures. This will include close coordination and oversight of the technical analysis and identification of any areas of concern early in the work program. Ms. Abraham will coordinate with City staff and/or other stakeholder representatives as well as internal

technical staff, support staff and word processing toward the timely completion of the environmental document throughout the duration of the Project.

Our internal administration procedures include: regular check-ins with subconsultant teams, internal conference calls with the management team from De Novo and each subconsultant (as relevant to the timing of the task of each subconsultant), and updates to the task list, including internal deliverables necessary to meet our deliverables to the City.

5.2 PROJECT MEETINGS AND HEARINGS

Close coordination with City staff is essential. Ms. Abraham will participate in progress/Project conference calls and/or meetings with City staff, as necessary. For budgeting purposes, the following meetings are assumed:

- One (1) kickoff meeting with City staff (refer to Task 1.1);
- Up to two (2) public hearings attended by De Novo and Kittelson Associates; and
- Conference calls with City staff to discuss work program and progress, resolve any issues, review comments on administrative documents, and/or receive any necessary direction. For budgeting purposes, this task assumes De Novo will participate in bi-weekly meetings averaging two hours per month up to the maximum budget allocation.

We anticipate the Project Manager will be required for each meeting. We have not budgeted for additional technical support from other members of our team, except for Kittelson, to attend public hearings. Any additional technical support or attendance at additional public hearings can be accommodated as necessary on a time and materials basis. This task involves the time necessary for management and administration of the project, including invoicing and progress reports.

OPTIONAL TASK

ADDITIONAL PROJECT HEARING ATTENDANCE

The scope of work includes preparation and attendance at up to two (2) public hearings; assumed to be one (1) Planning Commission meeting and one (1) City Council meeting by De Novo and Kittelson. In the event the meetings are continued and/or attendance at more than the two public hearings is necessary, this optional task would be utilized upon written authorization by the City. For budgeting purposes, this task includes attendance at up to two (2) additional hearings beyond the two identified in Task 5.2.

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

EXHIBIT "B"
SPECIAL REQUIREMENTS

THERE ARE NO SPECIAL REQUIREMENTS FOR THIS CONTRACT.

EXHIBIT "C"
SCHEDULE OF COMPENSATION/BUDGET

I. Consultant's proposed budget for services related to the EIR is as follows:

De Novo Planning Group

City of Irwindale - 4500 Azusa Canyon Road Project

TASK/ACTIVITY	Principal Planner/ Co-Project Manager		Senior Planner/ Project Manager		Associate Planner		Assistant Planner		GIS/Production		De Novo Subtotal TOTALS		South	MD	Kittelson	Fuscoe	Verdantas	Direct Costs	ACTIVITY TOTALS
	hours	$185	hours	$155	hours	$135	hours	$125	hours	$135	hours	Fee	Cultural/ Paleo	Noise	Traffic/VMT	Hydrology and LID/SUSMP	Phase I/II	Printing, Postage, Filing Fees	Fee
TASK 1: PROJECT KICKOFF AND PROJECT DESSCRIPTION																			
1.1 Project Kickoff Meeting/Site Visit	6	$1,110	8	$1,240		$0		$0	0	$0	14	$2,350						$200	$2,550
1.2 Project Description	4	$740	8	$1,240	24	$3,240		$0	8	$1,080	44	$6,300							$6,300
TASK 1 SUBTOTAL	**10**	**$ 1,850**	**16**	**$ 2,480**	**24**	**$ 3,240**	**0**	**$ -**	**8**	**$ 1,080**	**58**	**$ 8,650**	**$0**	**$0**	**$0**	**$0**	**$0**	**$200**	**$8,850**
TASK 2: PREPARE TECHNICAL STUDIES																			
2.1 Air Quality and Health Risk Assessment	4	$740	140	$21,700		$0		$0		$0	144	$22,440							$22,440
2.2 GHG	4	$740	24	$3,720		$0		$0		$0	28	$4,460							$4,460
2.3 Energy	2	$370	16	$2,480		$0		$0		$0	18	$2,850							$2,850
2.4 Cultural Resources Assessment	2	$370	2	$310		$0		$0		$0	4	$680	$12,095						$12,775
2.5 Paleontological Resources Assessment	2	$370	4	$620		$0		$0		$0	6	$990	$4,820						$5,810
2.6 Noise Study	8	$1,480	8	$1,240		$0		$0		$0	16	$2,720		$4,800					$7,520
2.7 Traffic and VMT Studies	8	$1,480	8	$1,240		$0		$0		$0	16	$2,720			$53,000				$55,720
2.8 Hydrology and LID/SUSMP Peer Review	4	$740		$0		$0		$0		$0	4	$740				$11,395			$12,135
2.9 Phase I/II Peer Review	4	$740		$0		$0		$0		$0		$740					$11,000		$11,740
2.10 Soils Study Conformance Peer Review	4	$740	4	$620	16	$2,160		$0	0	$0		$3,520							$3,520
TASK 2 SUBTOTAL	**42**	**$ 7,770**	**206**	**$ 31,930**	**16**	**$ 2,160**	**0**	**$ -**	**0**	**$ -**	**236**	**$ 41,860**	**$16,915**	**$4,800**	**$53,000**	**$11,395**	**$11,000**	**$0**	**$138,970**
TASK 3: PREPARE ADMINISTRATIVE DRAFT INITIAL STUDY																			
3.1 Introduction	2	$370	2	$310	4	$540	8	$1,000		$0	16	$2,220							$2,220
3.2 Environmental Evaluation	20	$3,700	40	$6,200	60	$8,100	20	$2,500		$0	140	$20,500							$20,500
3.3 Additional Sections and Exhibits	2	$370	2	$310	2	$270	2	$250	12	$1,620	20	$2,820							$2,820
3.4 Administrative Draft Initial Study Submittal	16	$2,960	16	$2,480		$0		$0	8	$1,080	40	$6,520							$6,520
3.5 Initial Study Findings and Meetng with City	4	$740	4	$620		$0		$0		$0	8	$1,360							$1,360
TASK 3 SUBTOTAL	**44**	**$ 8,140**	**64**	**$ 9,920**	**66**	**$ 8,910**	**30**	**$ 3,750**	**20**	**$ 2,700**	**224**	**$ 33,420**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$33,420**
TASK 4: MITIGATED NEGATIVE DECLARATION																			
4.1 Revised Draft IS/MND	8	$1,480	16	$2,480	18	$2,430	4	$500	4	$540	50	$7,430							$7,430
4.2 Public Review Draft IS/MND	8	$1,480	8	$1,240	4	$540	8	$1,000	12	$1,620	40	$5,880						$750	$6,630
4.3 Final IS/MND	12	$2,220	20	$3,100	20	$2,700	12	$1,500	8	$1,080	72	$10,600						$150	$10,750
4.4 Notice of Determination		$0	2	$310		$0	2	$250		$0	4	$560						$125	$685
TASK 4 SUBTOTAL	**28**	**$5,180**	**46**	**$7,130**	**42**	**$5,670**	**26**	**$3,250**	**24**	**$3,240**	**166**	**$24,470**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,025**	**$25,495**
TASK 5: MND PROJECT COORDINATION AND MEETINGS																			
5.1 Project Management and Administration	16	$2,960	16	$2,480		$0		$0		$0	32	$5,440							$5,440
5.2 Project Meetings and Hearings	28	$5,180	28	$4,340	8	$1,080		$0	4	$540	68	$11,140			$4,000			$150	$15,290
TASK 5 SUBTOTAL	**44**	**$8,140**	**44**	**$6,820**	**8**	**$1,080**	**0**	**$0**	**4**	**$540**	**100**	**$16,580**	**$0**	**$0**	**$4,000**	**$0**	**$0**	**$150**	**$20,730**
Subtotals	**168**	**$31,080**	**376**	**$58,280**	**156**	**$21,060**	**56**	**$7,000**	**56**	**$7,560**	**784**	**$124,980**	**$16,915**	**$4,800**	**$57,000**	**$11,395**	**$11,000**	**$1,375**	**$227,465**
TOTAL FEE (NOT TO EXCEED FEE)																			**$227,465**

OPTIONAL TASK																			
Additional Project Hearing Attendance	16	$3,200	16	$2,160	0	$0	0	$0	0	$0	32	$5,360			$4,000				$9,360
OPTIONAL TASK SUBTOTAL													**$0**				**$0**	**$0**	**$9,360**
TOTAL FEE WITH OPTIONAL TASKS																			**$236,825**

NOTES:

Subconsultants and Direct Costs are billed at no markup.

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

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

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

a. Line items for all the work performed, the number of hours worked, and the hourly rate.

b. Line items for all materials and equipment properly charged to the Services.

c. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

d. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

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

EXHIBIT "D"

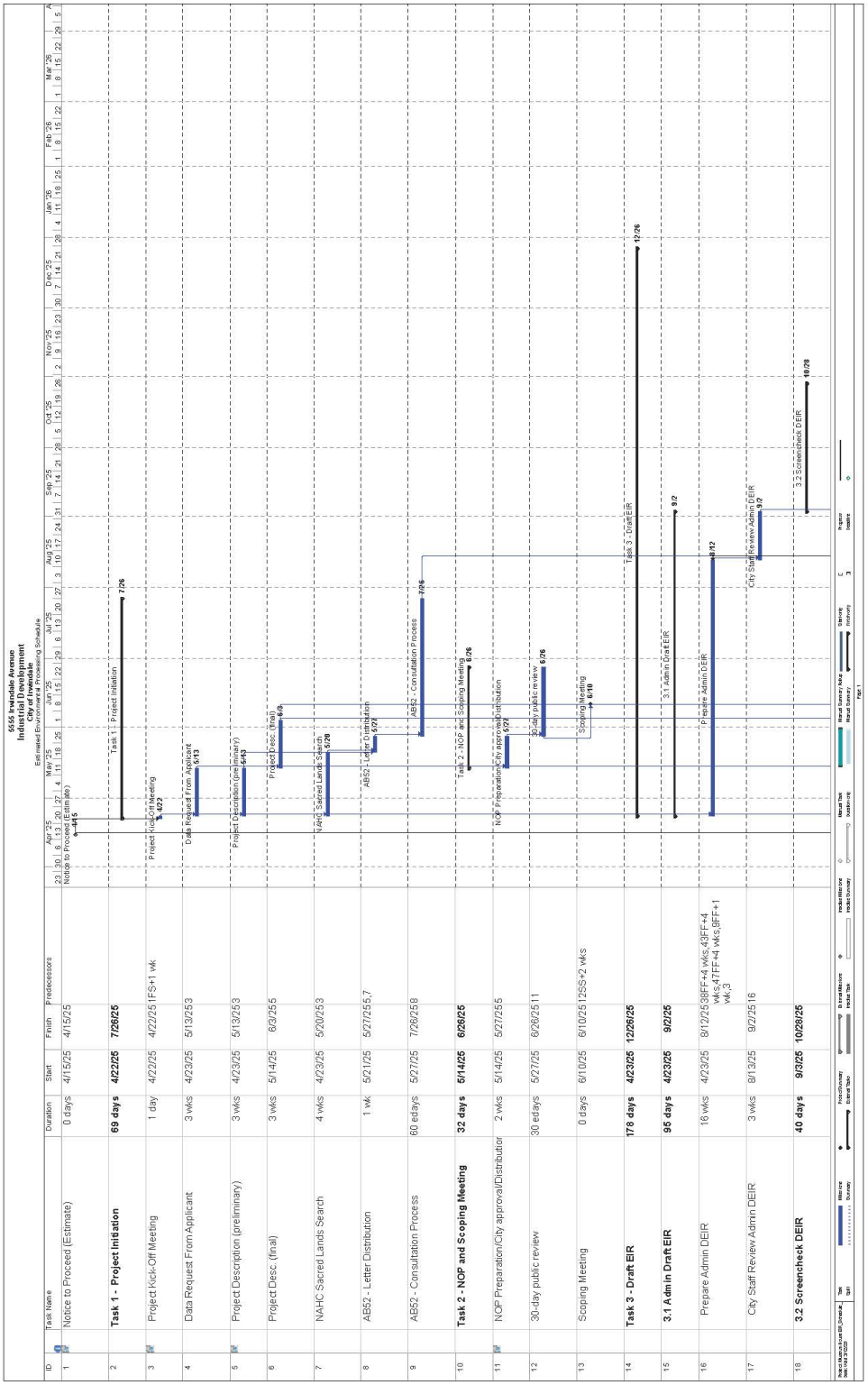
SCHEDULE OF PERFORMANCE/TIMELINE

I. Consultant shall perform the Services and deliver the tangible work products, in accordance with the schedules below:

II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the Services but not exceeding one (1) years from the date hereof,

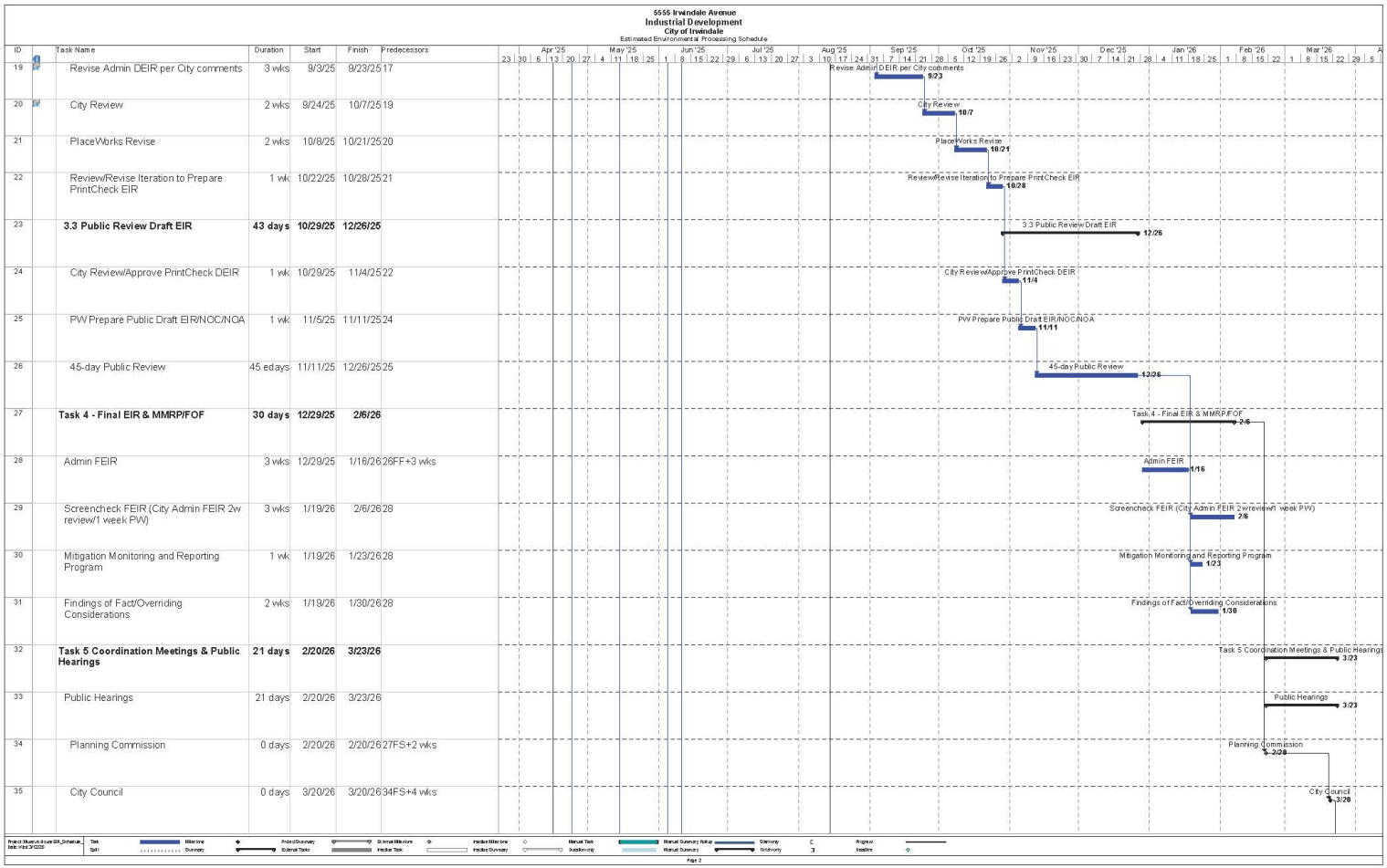
III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EIR SCHEDULE



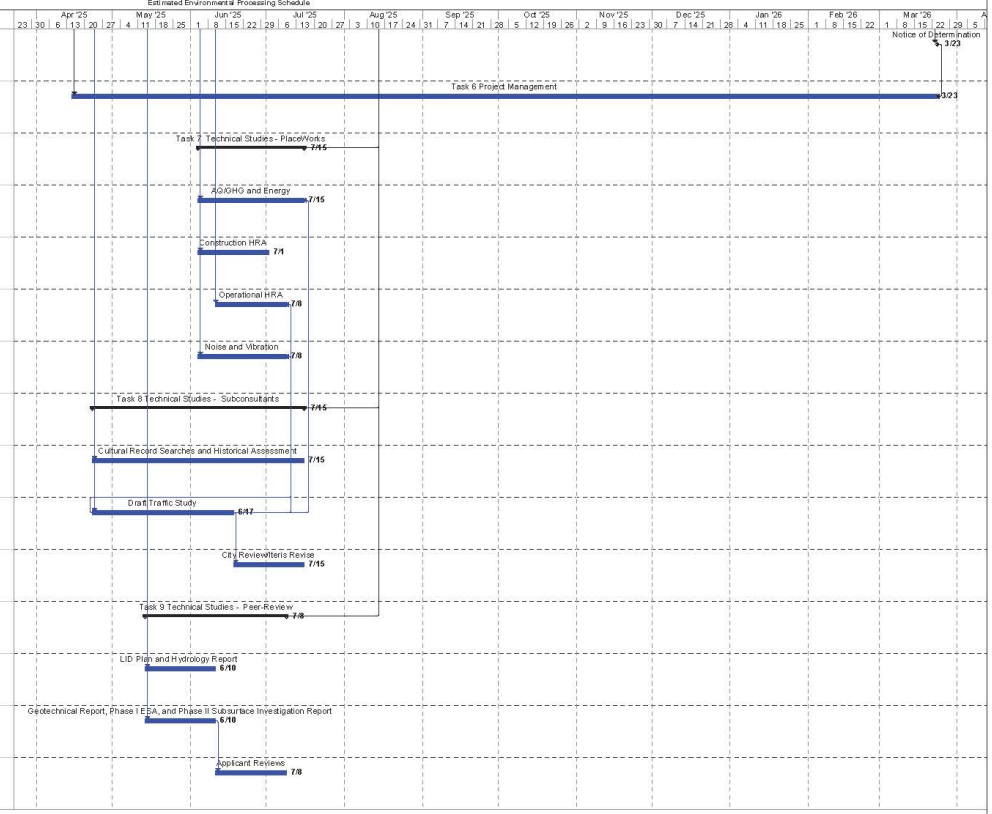
5555 Irwindale Avenue
Industrial Development
City of Irwindale
Estimated Environmental Processing Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
19	Revise Admin DEIR per City comments	3 wks	9/3/25	9/23/25	17
20	City Review	2 wks	9/24/25	10/7/25	19
21	PlaceWorks Revise	2 wks	10/8/25	10/21/25	20
22	Review/Revise Iteration to Prepare PrintCheck EIR	1 wk	10/22/25	10/28/25	21
23	**3.3 Public Review Draft EIR**	**43 days**	**10/29/25**	**12/26/25**	
24	City Review/Approve PrintCheck DEIR	1 wk	10/29/25	11/4/25	22
25	PW Prepare Public Draft EIR/NOC/NOA	1 wk	11/5/25	11/11/25	24
26	45-day Public Review	45 edays	11/11/25	12/26/25	25
27	**Task 4 - Final EIR & MMRP/FOF**	**30 days**	**12/29/25**	**2/6/26**	
28	Admin FEIR	3 wks	12/29/25	1/16/26	26FF+3 wks
29	Screencheck FEIR (City Admin FEIR 2w review/1 week PW)	3 wks	1/19/26	2/6/26	28
30	Mitigation Monitoring and Reporting Program	1 wk	1/19/26	1/23/26	28
31	Findings of Fact/Overriding Considerations	2 wks	1/19/26	1/30/26	28
32	**Task 5 Coordination Meetings & Public Hearings**	**21 days**	**2/20/26**	**3/23/26**	
33	Public Hearings	21 days	2/20/26	3/23/26	
34	Planning Commission	0 days	2/20/26	2/20/26	27FS+2 wks
35	City Council	0 days	3/20/26	3/20/26	34FS+4 wks



5555 Irwindale Avenue
Industrial Development
City of Irwindale
Estimated Environmental Processing Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
36	Notice of Determination	0 days	3/23/26	3/23/26	35FS+1 day
37	**Task 6 Project Management**	**245 days**	**4/15/25**	**3/23/26**	**36FF,1**
38	**Task 7 Technical Studies - PlaceWorks**	**30 days**	**6/4/25**	**7/15/25**	
39	AQ/GHG and Energy	6 wks	6/4/25	7/15/25	6,45FF+3 wks
40	Construction HRA	4 wks	6/4/25	7/1/25	6
41	Operational HRA	4 wks	6/11/25	7/8/25	6,45FF+3 wks
42	Noise and Vibration	5 wks	6/4/25	7/8/25	45SF+4 wks,6
43	**Task 8 Technical Studies - Subconsultants**	**12 wks**	**4/23/25**	**7/15/25**	
44	Cultural Record Searches and Historical Assessment	12 wks	4/23/25	7/15/25	3
45	Draft Traffic Study	8 wks	4/23/25	6/17/25	3
46	City Review/Iteris Revise	4 wks	6/18/25	7/15/25	45
47	**Task 9 Technical Studies - Peer-Review**	8 wks	5/14/25	7/8/25	
48	LID Plan and Hydrology Report	4 wks	5/14/25	6/10/25	4
49	Geotechnical Report, Phase I ESA, and Phase II Subsurface Investigation Report	4 wks	5/14/25	6/10/25	4
50	Applicant Reviews	4 wks	6/11/25	7/8/25	49



Item #11.I.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Appropriation of Asset Forfeiture Funds

City Manager's Recommendation:

Adopt Resolution No. 2025-72-3660 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT".

Administrative Action:

Submitted & Prepared by:

Chris Hofford, Chief of Police

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Department of Justice (DOJ) Equitable Sharing Program (Asset Forfeiture) was federally enacted in

1984. The primary purpose of this program is to assist law enforcement in the deterrence of crime by depriving criminals of the profits and proceeds of their criminal activities and to weaken criminal enterprises by removing the instrumentalities of crime. An ancillary purpose of this program is to enhance cooperation among federal, state and local law enforcement agencies through the equitable sharing of federal forfeiture proceeds.

The Irwindale Police Department, in cooperation with federal, state, and local agencies, has participated in several investigations over the past four years that have resulted in the seizure of personal property, including automobiles and U.S. currency. Through the Equitable Sharing Program, the Police Department applied for and received a portion of funds from each related investigation from both federal and state equitable sharing programs. Allocations of funds through these programs are determined by the percentage of time and effort that a participating agency puts toward the case investigation that resulted in seized property.

Federal and state laws dictate permissible and non-permissible purchases that can be made with the received asset forfeiture funds under the asset forfeiture program. Permissible items for purchase with the received funds include law enforcement training in any area that is necessary to perform official law enforcement duties, equipment and operations for investigations and official law enforcement duties, telecommunications equipment, and law enforcement facilities and related items to include government furniture.

Asset forfeiture funds cannot be used for the regular salaries of existing police officers, but may be used for the salary of police officers assigned to a specific task force for a specified period of time or under certain other conditions. The permissible appropriation of funds will include:

• Salary and overtime costs associated with asset forfeiture investigations
• Law enforcement training
• Hardware, software, wireless connectivity and other required equipment related to the department's reporting and telecommunications infrastructure
• Radio Communication Systems / In-car camera system / MDC-Mobile Data
• Video surveillance equipment
• Equipment and operations related to investigations
• Executive Conferences - In-State/Out of State

The Police Department has received an additional $39,204.39 for fiscal year 2024-2025 in federal asset forfeiture proceeds. These federal asset forfeiture funds are held in the Federal Treasury Fund (Fund 16). These funds are separate from the General Fund, and supplemental to the current operating budget. The proposed Resolution would approve the Police Department's receipt of the federal asset forfeiture proceeds and allocate these proceeds to three expenditure accounts for the Police Department's use, consistent with state and federal law.

Fiscal Impact:

The attached resolution allows for the receipt of, and an appropriation of $39,204.39 in federal asset forfeiture revenue for fiscal year 2024-2025 to be distributed to the City’s expenditure account as follows:

$39,204.39 to Operating Supplies Account No.16-35-370-42200-0000

Attachments:

1. Resolution No. 2025-72-3660

RESOLUTION NO. 2025-72-3660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT

WHEREAS, the Irwindale Police Department wishes to enhance the quality of service to the community by seeking outside funding sources to supplement the Police Department budget; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, the Police Department has received an additional $39,204.39 in federal asset forfeiture proceeds for fiscal year 2024-2025, which is ready for use by the Police Department in accordance with federal and state law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Asset forfeiture funds obtained through the U.S. Department of Justice Equitable Sharing Program and interest, in the amount of $39,204.39 are approved, received as supplemental to the Police Department Budget, are available to be appropriated.

SECTION 2. The City Council hereby appropriates the $39,204.39 in federal asset forfeiture funds to the following City of Irwindale Police Department expenditure account:

$39,204.39 to Operating Supplies Account No.16-35-370-42200-0000.

These funds shall be used in accordance with federal and state law for expenditure of federal asset forfeiture funds.

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

PASSED, APPROVED AND ADOPTED this 23rd day of July, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-72-3660 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 23rd day of July, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #11.J.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for Construction of Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project; P-1073

City Manager's Recommendation:

That the City Council (1) authorizes the City Manager to enter into an agreement with Elecnor Belco Electric, Inc. in the amount of $912,348 for the Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project; (2) approve a 20% construction contingency in the amount of $182,470 to cover any unforeseeable conditions that may arise during construction; (3) **adopt Resolution No. 2025-71-3659** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING BUDGET AMENDMENT TO APPROPRIATE $500,000 FROM THE GENERAL FUND RESERVES, AND $355,423 FROM THE MINING IMPACT FUND RESERVES TO THE TRAFFIC SIGNAL AND STREET IMPROVEMENTS – ARROW HIGHWAY AT LIVE OAK AVENUE (EAST) AND AZUSA CANYON ROAD AT NUBIA STREET PROJECT; P-1073".

Administrative Action:

Submitted/Prepared by:

Eddie Chan, Director of Engineering/Building Official

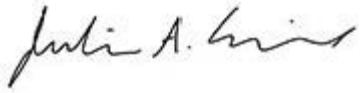
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Traffic Signal and Street Improvements Project for Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street consists of two (2) improvement projects that were identified in the Condition of Approval for the land developments at 5010 Azusa Canyon Road and 2200 Arrow Highway (Athens MRF). These improvements were recommended to mitigate traffic impacts identified in the Environmental Impact Report (EIR) due to each project. As stipulated in the respective Development Agreements, each developer is required to pay their fair share toward the construction of the traffic signal and street improvements at their associated intersections.

Staff worked with design consultants to prepare the Plans, Specifications, and Cost Estimates (PS&E) for each intersection improvement. To maximize cost-effectiveness and streamline project delivery, the two PS&Es were consolidated into a single project: Traffic Signal and Street Improvements – Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street. By combining the projects, the City eliminated the need for separate advertisements and bid solicitations, resulting in cost savings and administrative efficiencies. This integrated approach not only reduces overall project costs but also enhances coordination and improves delivery timelines.

On June 23 and 30, 2025, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The final submission date for bids on PlanetBids was July 10, 2025, at 10:00 am. The City received (7) bids with the following results:

Ranking #	Contractor	Total Bid Amount
1	Elecnor Belco Electric, Inc.	$912,348
2	International Line Builders, Inc. DBA ILB Electric Inc.	$946,659
3	Crosstown Electrical & Data Inc.	$1,059,582
4	DBX, Inc.	$1,061,400
5	PTM General Engineering Services Inc.	$1,146,046
6	Select Electric, Inc.	$1,182,482
7	Servitek Electric, Inc.	$1,211,282

Staff reviewed the bid proposals and found Elecnor Belco Electric, Inc. to be the lowest responsible bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public works contracts, and having good references.

Staff recommends the contract be awarded to Elecnor Belco Electric, Inc. in the amount of $912,348 for the Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project.

The total construction cost for this Project is anticipated to be $1,304,818.00 (Total Bid: $912,348.00 + $182,470.00 (20% Construction Contingency) + $210,000.00 (Construction Inspection, QC, & Utility Relocation Work). It is anticipated that there will be a cost of approximately $210,000 to cover construction inspection, quality control, Southern California Edison and Valley County Water District for utility relocation work. The inspection will be performed by one of our consultants under the City's existing On-Call As Needed Consulting Services List. Funding for this project is as follows:

- $410,389.18 from the 5010 Azusa Canyon Road development project remaining fair share. The developer paid its fair share total of $421,000, of which $10,610.82 was spent on the design for this project, leaving a remaining balance of $410,389.18.
- $500,000 to be collected from the Athens MRF project for its fair share. The agreement with Athens stipulates that Athens is to remit the first $100,000 payment within the first quarter following the issuance of the certificate of occupancy and remit $100,000 for the following four years, totaling $500,000. Staff is requesting an appropriation of $500,000 from the General Fund in advance of Athens fair share payments. Upon receipt of payments from Athens for its fair share, the General Fund will be repaid $500,000.
- $39,005.76 from the FY 2025-2026 CIP budget for the Athens Traffic Signal Improvement Project. The CIP budget was $80,000, of which $40,994.24 was spent on the design for this project, leaving a remaining balance of $39,005.76.
- $355,518.00 from the Mining Impact Fund for its share of project costs.

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

Fiscal Impact:

Approval of Resolution No. 2025-71-3659 authorizes the Finance Director to amend the Fiscal Year 2025-2026 adopted budget by appropriating an additional $500,000 from the General Fund Reserves and $355,423 from the Mining Impact Fund to appropriate accounts for Traffic Signal and Street Improvements Project.

Description			Amount
Contractor			912,348
20% Contingency			182,469.60
Construction Inspection, Quality Control, & Utility Relocation Work			210,000
			1,304,817.60
	Original Amount	**Available Amount**	
5010 Azusa Canyon Rd. - (Acct. # 01-00-000-25400-5021)	421,000	410,389.18	
Athens MRF - To be paid when Certificate of Occupancy is issued	500,000	-	
Iteris, Inc. - Contract awarded at 8/24/2022 CC meeting (PO #7098)	53,153	39,005.76	
	974,153.00	**449,394.94**	449,394.94
Amount Needed Now			**855,422.66**
From General Fund Reserves - Athens MRF portion until paid			500,000
From Mining Impact Fund Reserves			355,422.66
Total Appropriations Needed			**855,422.66**

Attachments:

1. Construction Contract Agreement (2023055.1)
2. Resolution No. 2025-71-3659 (2023049.1)

Project Name/No.: Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) & Azusa Canyon Road at Nubia Street Project; P-1073
Approved: July 23, 2025

PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND ELECNOR BELCO ELECTRIC, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this 23rd day of July, 2025, by and between the City of Irwindale, a California charter city ("**City**") and Elecnor Belco Electric, Inc., 14320 Albers Way, Chino, CA 91710 ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

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

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

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

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

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. The Scope of Services shall include Contractor's Proposal or Bid Documents submitted for the project entitled **Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) & Azusa Canyon Road at Nubia Street Project; P-1073** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Proposal**" or "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions

to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

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

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, 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.

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

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

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

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

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

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including

without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

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

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

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

contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Unidentified Utilities.

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

1.8 Trench Excavation.

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

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

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

1.11 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works Engineering or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to twenty percent (20%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.12 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Nine Hundred Twelve Thousand, Three Hundred Forty-Eight Dollars and 00/100 Cents ($912,348.00) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

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

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

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code

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

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

2.4 Retention.

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

2.5 Waiver.

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

2.6 Substitution of Securities.

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

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within One Hundred Twenty (120) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

John Wong, Executive Vice President

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

4.2 Status of Contractor.

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

4.3 Project Manager.

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

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and

property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

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

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

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

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

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

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

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

5.3 Indemnification.

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Payment Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

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

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

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

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

7.2 Default of Contractor.

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

7.3 Suspension and Termination.

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

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

7.4 Dispute Resolution Process.

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

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

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

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

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

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

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

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

(iv) Statement of grounds for the claim.

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

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

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

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

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

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

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

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

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

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

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

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

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

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in

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

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

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

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

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

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

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Director of Engineering/Building Official and to the attention of the Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this

Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or

other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California charter city

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian Guerra, City Attorney

CONTRACTOR:

Elecnor Belco Electric, Inc.

By: _____
Name:
Title:

By: _____
Name: _____
Title: _____

Address: Elecnor Belco Electric, Inc.
14320 Albers Way,
Chino, CA 91710

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 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 document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 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

EXHIBIT A

SCOPE OF SERVICES

I. Contractor will perform construction services related to the Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) & Azusa Canyon Road at Nubia Street Project, which is identified in the City's Capital Improvement Program in accordance with the Plans, Specifications, and Estimates incorporated herein as though set forth in full.

II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:

- **A.** Removal and installation of traffic signal, street lighting, sidewalk and ADA ramp improvements and associated signing and striping for Arrow Hwy at Live Oak Ave (east) intersection
- **B.** Installation of new traffic signal including all equipment, ADA ramp, sidewalk, signing and striping improvements for Azusa Canyon Rd at Nubia St intersection.

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

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

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

TRAFFIC SIGNAL AND STREET IMPROVEMENTS - ARROW HIGHWAY AT LIVE OAK AVENUE (EAST) & AZUSA CANYON ROAD AT NUBIA STREET

P-1073

BID SCHEDULE:

BID NO. 1: TRAFFIC SIGNAL AND INTERSECTION SAFETY IMPROVEMENTS AT ARROW HIGHWAY AND LIVE OAK AVENUE (EAST)

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	10,000	10,000
2	TRAFFIC CONTROL	1	LS	8,500	8,500
3	CLEARING AND GRUBBING	1	LS	1,000	1,000
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	995	995
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	500	500
6	TRAFFIC SIGNAL & STREET LIGHTING [SEE TECHNICAL SPECIFICATIONS "A"]	1	LS	284,000	284,000
7	TRAFFIC STRIPING, PAVEMENT MARKINGS & SIGNING [SEE TECHNICAL SPECIFICATIONS "A"]	1	LS	22,909	22,909
8	MODIFY EXISTING ACCESS (ADA) RAMPS PER CURB RAMP DESIGN PLAN	1	LS	42,331	42,331
9	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	3	EA	1,000	1,000

TOTAL BID AMOUNT FOR BID NO. 1: TRAFFIC SIGNAL AND INTERSECTION SAFETY IMPROVEMENTS AT ARROW HIGHWAY AND LIVE OAK AVENUE (EAST):

TOTAL AMOUNT BID NO. 1: $ 373,235.00

THREE HUNDRED, SEVENTY-THREE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS
(TOTAL AMOUNT BID NO. 1 WRITTEN IN WORDS)

P-2

BID NO. 2: CONSTRUCTION OF NEW TRAFFIC SIGNAL AND STREET IMPROVEMENTS AT AZUSA CANYON ROAD AND NUBIA STREET

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	10,000	10,000
2	TRAFFIC CONTROL	1	LS	8,500	8,500
3	CLEARING AND GRUBBING	1	LS	1,000	1,000
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	995	995
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	500	500
6	NEW TRAFFIC SIGNAL [SEE TECHNICAL SPECIFICATIONS "B"]	1	LS	446,397	446,397
7	TRAFFIC STRIPING, PAVEMENT MARKINGS & SIGNING [SEE TECHNICAL SPECIFICATIONS "B"]	1	LS	15,135	15,135
8	CONSTRUCT ACCESS (ADA) RAMPS & DRIVEWAY PER STREET IMPROVEMENT PLAN	1	LS	54,586	54,586
9	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	2	EA	1,000	2,000

TOTAL BID AMOUNT FOR BID NO. 2 CONSTRUCTION OF NEW TRAFFIC SIGNAL AND STREET IMPROVEMENTS AT AZUSA CANYON ROAD AND NUBIA STREET:

TOTAL AMOUNT BID NO. 2: $ 539,113.00

FIVE HUNDRED THIRTY-NINE THOUSAND, ONE HUNDRED THIRTEEN DOLLARS AND ZERO CENTS

(TOTAL AMOUNT BID NO. 2 WRITTEN IN WORDS)

TOTAL PROJECT BID AMOUNT (TOTAL BID NO. 1 + TOTAL BID NO. 2):

$ 912,348.40

NINE HUNDRED, TWELVE THOUSAND, THREE HUNDRED, FORTY EIGHT DOLLARS AND ZERO CENTS

(TOTAL PROJECT BID AMOUNT WRITTEN IN WORDS)

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

A. Line items for all personnel describing the work performed.

B. Line items for all materials and equipment properly charged to the Project.

C. Line items for the price and quantity of all materials, equipment and work.

D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed $912,348.00 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

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

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

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

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

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

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

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

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

RESOLUTION NO. 2025-71-3659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE $500,000 FROM THE GENERAL FUND RESERVES, AND $355,423 FROM THE MINING IMPACT FUND RESERVES TO THE TRAFFIC SIGNAL AND STREET IMPROVEMENTS – ARROW HIGHWAY AT LIVE OAK AVENUE (EAST) AND AZUSA CANYON ROAD AT NUBIA STREET PROJECT; P-1073

WHEREAS, the City of Irwindale has Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project, which is ready for construction; and

WHEREAS, the Traffic Signal and Street Improvements Project for Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street consists of two (2) improvement projects that were identified in the Condition of Approval for the land developments at 5010 Azusa Canyon Road and 2200 Arrow Highway (Athens MRF). These improvements were recommended to mitigate traffic impacts identified in the Environmental Impact Report (EIR) due to each project. As stipulated in the respective Development Agreements, each developer is required to pay their fair share toward the construction of the traffic signal and street improvements at their associated intersections; and

WHEREAS, the anticipated construction and all associated costs for this project are $1,304,818; and

WHEREAS, the total available funding for this project is currently $449,395; and

WHEREAS, a total of $855,423 will need to be appropriated to cover the full cost of the projects; and

WHEREAS, the City has received $421,000 from the 5010 Azusa Canyon Road development fair share, of which $10,610.82 was spent on the design for this project, leaving a remaining balance of $410,389.18; and

WHEREAS, $500,000 will need to be appropriated from the General Fund Reserves and $355,423 from the Mining Impact Fund Reserves; and

WHEREAS, the Athens MRF Development Agreement stipulated that the developer is required to pay their fair share contribution toward the construction of the traffic signal and street improvements – Arrow Highway at Live Oak Avenue (East); and

WHEREAS, once this $500,000 is collected from Athens MRF developer, this amount will be transferred back to the General Fund Reserves.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby authorizes the Finance Director to amend the Fiscal Year 2025-2026 adopted budget and appropriating an additional $500,000 from the General Fund Reserves and $355,423 from the Mining Impact Fund Reserves, totaling $855,423 to be transferred to the Capital Projects Fund for the Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project (Account 48-80-800-45300-8354).

PASSED, APPROVED and **ADOPTED** this 23rd day of July 2025.

_____
Larry G. Burrola, 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-71-3659 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of July 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #11.K.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of a professional contract for Civil/Geotechnical Engineering services for (1) Surface Mining and Reclamation Act of 1975 (SMARA) compliance of mining pits, (2) reclamation oversight and review of grading permits for inert backfill operation of mine pits, and (3) Geotechnical Engineering support for the City of Irwindale.

City Manager's Recommendation:

That the City Council authorize the City Manager to execute a service contract agreement with Geo-Logic Associates, Inc., in the amount of $1,020,000 for Civil Engineering / Geotechnical Engineering Services for (1) SMARA compliance of mining pits, (2) reclamation oversight and review of grading permits for inert backfill operations of mining pits, and (3) Geotechnical Engineering technical support services to prepare and develop geotechnical mining policy ("Agreement").

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/ Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The City of Irwindale is the lead agency for nine mine quarries, of which five quarries have ongoing inert landfill operations within its jurisdiction pursuant to the provisions of the California Surface Mining and Reclamation Act of 1975 and implementing State Mining and Geology Board Reclamation Regulations (collectively "SMARA"), and City's Charter and Municipal Code.

The Irwindale Reclamation Authority ("Authority") is a joint powers authority created in 2004 to receive and reassign, for the purposes of complying with the California SMARA, and the operating rights from each of the mining company participants to the Authority, and to provide a financial assurances mechanism under SMARA for certain quarries located within the City of Irwindale.

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

The City of Irwindale Public Works Engineering Department has selected Geo-Logic Associates, Inc. (GLA) to continue their services to provide professional Civil and Geotechnical Engineering services in support of the City's SMARA compliance efforts. The scope of services includes reclamation oversight, review of grading permits for inert backfill operations, and technical support in the preparation and development of geotechnical mining policy. This approval is needed because their existing contract has expired.

The selection of GLA was made without issuing a formal Request for Proposal (RFP), as permitted under Section 5 of the City's Purchasing Policy for continuing services. This exception is warranted due to GLA's unique qualifications, including their in-depth understanding of the City's mining operations, extensive experience in geotechnical and mining-related engineering, availability of key personnel, and their role as the custodian of the City's grading permit file archives for all mining sites dating back to the inception of such operations.

In addition, GLA is currently under contract with the City for a separate on-call agreement to provide as-needed Geotechnical Engineering and Engineering Geology services associated with remediation and land development of mine sites not subject to SMARA. Their fee structure has been, and continues to be, highly competitive when compared to other professional consultants offering similar services.

Staff hereby recommends that the City Council approve and authorize the City Manager to enter into an agreement with Geo-Logic Associates, Inc., to provide Civil Engineering/Geotechnical Engineering Services in support of the City's SMARA compliance program, which includes oversight of mining pit reclamation activities, review of grading permits for inert backfill operations, and technical support in the preparation and development of geotechnical mining policies.

GLA has been the City's geotechnical consultant since 1998, assisting the City in dealing with geotechnical issues associated with the deep mining and reclamation of mining pits, both below and above water. Some of the current geotechnical support services provided by this consulting firm are outlined below:

1. Provide technical oversight and assessment of ongoing mining activities to ensure compliance of SMARA.
2. Provide technical review and analysis of quality control, quality assurance procedures and documentation as well as an assessment of regulation compliance on Grading Permits for Mine Reclamation Backfill on SMARA Pits.
3. Provide as-needed technical review and analysis for the City-owned Olive Pit Project.
4. Provide Geotechnical Engineering support to address specific testing protocols and procedures for the mining and reclamation of SMARA pits and to prepare and develop geotechnical mining policy.
5. Assisting the City with reviewing mine operator's implementation of drainage and erosion control plans.

The following are the SMARA pits that are under this Agreement (collectively referred to as "SMARA Pits"):

Item	Mine Site	Acreages	Status	Name of Operator
i.	Vulcan Durbin Pit	330	Active/Re	Vulcan Material
ii.	Vulcan Reliance I Pit	122/89	Active/Re	Vulcan Material
iii.	Hanson Irwindale Pit	472	Active/Re	Martin Marietta
iv.	United Rock Pit #2	134	Idle/Re	United Rock
v.	United Rock Pit #3	110	Active/Re	United Rock
vi.	United Rock Pit #4	46	Active	United Rock
vii.	Peck Road Gravel Pit	50	Active	Bubalo Construction
viii.	Azusa Western	19	Idle	Waste Management
ix.	Olive Pit	189	Active	United Rock

As with the Grading Permits for Mine Reclamation Backfill Monitoring, the following are active permits

that require monitoring per our City's Building Code Standard:

1. GR 2104010001 Vulcan Reliance I.
2. GR08-020 Hanson 40-Acre Parcel.
3. GR08-014 Vulcan Durbin 110-Acre Reclamation.
4. GR 2305170002 United Rock Pit #2 Remediation.
5. GR 2501090001 United Rock Pit # 3 Waive Lap Erosion & Slope Repairs.

This Agreement includes specialized support services to address specific testing protocols and procedures related to the mining and reclamation of SMARA pits. GLA will also assist in the preparation and development of geotechnical engineering standards to support the establishment of City policy concerning the backfilling of SMARA pits. These services will include access to their soil technicians and a fully equipped geotechnical laboratory. Given the complexity and technical nature of this work, the City requires a qualified and experienced geotechnical consulting firm. GLA has served as the City's geotechnical consultant since 1998 and has consistently delivered high-quality work, with a deep understanding of the City's mining and reclamation issues. Notably, GLA continues to serve as a core member of the City's geotechnical support team under the SMARA Mining Monitoring Program.

The budget and funding for these geotechnical engineering services are listed below.

FY 2025-2026

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits from Operators	$85,000
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees from Operators	$205,000
Reclamation Oversight Work/City Meetings	MIF	$180,000
Misc. Geotechnical Engineering Support Services	MIF	$40,000
	TOTAL =	**$510,000**

FY 2026-2027

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits from Operators	$85,000
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees from Operators	$205,000
Reclamation Oversight Work/City Meetings	MIF	$180,000
Misc. Geotechnical Engineering Support Services	MIF	$40,000
	TOTAL =	**$510,000**

Fiscal Impact:

Funding in the amount of $220,000 for this contract is included in the FY 2025-2026 Public Works Engineering Mining Impact Fund Budget (Acct. # 13-52-530-42300-0000) to cover the work pertaining to Reclamation Oversight Work and miscellaneous Geotechnical Engineering Support Services. The remaining funding, in the amount of $290,000, is to be paid from the Mining Permit and Inspection deposit that will be paid by the mining operators. The deposits will be collected from the mining operators as these types of work arise.

Attachments:

1. PSA (2023065.1)

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF IRWINDALE

and

GEO- LOGIC ASSOCIATES, INC.

AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND GEO-LOGIC ASSOCIATES, INC.

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of July 2025 by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Geo- Logic Associates, Inc., a California corporation, located at 2777 East Guasti Road, Suite 1 Ontario, California 91761 (herein "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Ten Thousand and 00/ 100 Dollars ($ 510,000.00)** for **Fiscal Year 2025-2026 and Five Hundred Ten Thousand and 00/ 100 Dollars ($ 510,000.00)** for **Fiscal Year 2026-2027** for a total Contract Sum of **One Million Twenty Thousand 00/100 Dollars ($1,020,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding three hundred sixty (360) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Mr. John M. Hower	Principal Engineer, Geo-Logic Associates, Inc
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

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

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include

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

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

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

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

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

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3.

In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance

of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant 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) Consultant 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 Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant 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 Consultant hereunder, Consultant agrees to pay to City, its officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant 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 Consultant 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 Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to City, Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to

City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

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

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any

appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement,

and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of 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 Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY IRWINDALE, a municipal corporation

_____
Julian Miranda, City Manager

ATTEST:

_____
Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

GEO- LOGIC ASSOCIATES, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2777 East Guasti Road, Suite 1
Ontario, California, 91761

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202___ 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 document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202___ 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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform civil and geotechnical engineering services, including, but not limited to, the following (herein after referred to collectively as "Services"): (1) SMARA compliance of mining pits, (2) reclamation oversight and review of grading permits for inert backfill operation of mining pits, and (3) Geotechnical Engineering technical support services to prepare and develop geotechnical mining policy

A. The Services will be provided to the following SMARA pits (collectively referred to as "SMARA Pits"):

Item	Mine Site	Acreages	Status	Name of Operator
i.	Vulcan Durbin Pit	330	Active/Re	Vulcan Material
ii.	Vulcan Reliance I Pit	122/89	Active/Re	Vulcan Material
iii.	Hanson Irwindale Pit	472	Active/Re	Martin Marietta
iv.	United Rock Pit #2	134	Idle/Re	United Rock
v.	United Rock Pit #3	110	Active/Re	United Rock
vi.	United Rock Pit #4	46	Active	United Rock
vii.	Peck Road Gravel Pit	50	Active	Bubalo Construction
viii.	Azusa Western	19	Idle	Waste Management
ix.	Olive Pit	189	Active	United Rock

B. SMARA inspections and reporting include, but not limited to, visiting the sites of SMARA Pits and documenting compliance or deficiencies with the California Department of Conservation regulations. Consultant shall provide such inspections and reporting duties and work with the City to ensure that all reports are accurate and submitted according to schedule provided by the City. This task also requires reviewing Financial Assurance Cost Estimate (FACE) reports submitted by the mine operators for accuracy. The FACE reports ensure that the mine operators are providing for bonds to complete reclamation in the event that they become insolvent.

C. Consultant shall also provide the City with assistance reviewing grading permit applications so that the end goal of reclamation and having a high-end use property are met. This process includes giving guidance on how the grading work will progress, so the goals of the City's Guidelines related reclamation are satisfied.

D. Consultant shall provide inspection and oversight of the reclamation process to provide geotechnical guidance to the City on progress toward the approved plans. Consultant's involvement in the plan approval process and experience in grading and earthwork construction shall provide a basis for helping the City confirm that the reclamation goals are being met.

E. The Principle in Charge for Consultant shall provide coordination with the City and commit appropriate personnel. Designated personnel for the Consultant shall be responsible for review of technical submittals, geotechnical evaluations, and office

support for the City Engineer. Consultant shall document observations from field inspections with a focus on identification of conditions which may have adverse consequences.

F. Construction Operation services shall be provided and include the recording of construction and reclamation progress, and reporting on site issues that are out of compliance with Reclamation Plans, Conditional Use Permits, SMARA requirements, the City's Guidelines, Grading Permits and Fill and Operations Plans. Construction Operations shall be provided to ensure that field inspections are performed and documented so the City is aware of conditions and has adequate information to take any necessary action as required. This work consists of recording construction and reclamation progress, lake water elevations, and reports of conditions that are out of compliance with mine reclamation plans, Conditional Use Permits, SMARA guidance, and the City's Guidelines. Reports will be filed with the City's Engineering Department.

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

A. Reports as determined by City

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

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

A. Robbie Warner, PE, GE, as Principal in Charge and Lead Technical Reviewer

B. Mark Vincent, PG, CEG, in charge of office operations

C. Luis Mariscal, PE, in charge of field operations

D. Jason Hefner, PE, additional office support

E. Neven Matasovic, PHD, PE, GE., additional support for technical review

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[Not Applicable]

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks:

For the services rendered pursuant to this Agreement, GEO-LOGIC ASSOCIATES, INC. shall be compensated at a not -to -exceed Five Hundred Ten Thousand and 00/ 100 Dollars ($ 510,000.00) for Fiscal Year 2025-2026 and Five Hundred Ten Thousand and 00/ 100 Dollars ($ 510,000.00) for Fiscal Year 2026-2027 for a total of the Contract Sum of One Million Twenty Thousand 00/100 Dollars ($1,020,000.00) as provided in Section 2. 1 of this Agreement.

The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing. Payments for services shall be made within forty-five (45) days of receipt of GEO-LOGIC ASSOCIATES, INC. invoice.

FY 2025-2026

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits	$85,000
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees	$205,000
Reclamation Oversight Work/City Meetings	Special Mining	$180,000
Misc. Geotechnical Engineering Support Services	Special Mining	$40,000
	TOTAL =	**$510,000**

FY 2026-202

Scope of Work	Funding Source	Budget
SMARA Compliance	Mining Deposits	$85,000
Grading Permits for Mine Reclamation Backfill	Grading Permit Fees	$205,000
Reclamation Oversight Work/City Meetings	Special Mining	$180,000
Misc. Geotechnical Engineering Support Services	Special Mining	$40,000
	TOTAL =	**$510,000**

II. Consultant shall perform the Services at the billing rates for Consultant's personnel and for other services or equipment at the rates shown on the Fee Schedule below:

Geo-Logic ASSOCIATES

2025 FEE SCHEDULE

PROFESSIONAL STAFF	
Staff Professional I	$138.00/Hour
Staff Professional II	153.00/Hour
Staff Professional III	168.00/Hour
Project Professional I	184.00/Hour
Project Professional II	200.00/Hour
Project Professional III	216.00/Hour
Senior Professional I	224.00/Hour
Senior Professional II	239.00/Hour
Senior Professional III	255.00/Hour
Principal Professional I	270.00/Hour
Principal Professional II	289.00/Hour
Principal Professional III	308.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate
FIELD/LABORATORY STAFF	
Technician I	97.00/Hour
Technician II	117.00/Hour
Technician III (or Minimum Prevailing Wage)	132.00/Hour
Technician IV	146.00/Hour
Laboratory Manager	176.00/Hour
Principal Technician	197.00/Hour
Managing Technician	211.00/Hour
CADD/GIS	
CADD/GIS/Database Manager I	117.00/Hour
CADD/GIS/Database Manager II	138.00/Hour
CADD Designer	153.00/Hour
GIS Specialist	153.00/Hour
SUPPORT STAFF	
Administrative Assistant I	117.00/Hour
Administrative Assistant II	132.00/Hour
Administrative Assistant III	135.00/Hour
Technical Editor	109.00/Hour
Senior Technical Editor	153.00/Hour
*Overtime Premium is 35% of PERSONNEL CHARGE	
EQUIPMENT CHARGES	
BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinometer	250.00/Day
Unmanned Aerial Vehicle (Drone) Reconnaissance	250.00/Day

Schedule 2025 City of Irwindale — Effective Through 12/31/2026

Geo-Logic ASSOCIATES

EXPENSES

Vehicle Use for Field Services	17.00/Hour or 500.00/week
Soil Sampling Equipment & Drilling Supplies	7.00/Hour
Groundwater Sampling Equipment and Supplies	17.00/Hour
Per Diem	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 15%

PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

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

a Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

b Line items for all materials and equipment properly charged to the Services.

c Line items for all other approved reimbursable expenses claimed, with supporting documentation.

d Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The compensation for the Services for each fiscal year shall not exceed the Fiscal Year Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform the Services timely in accordance with the schedule to be developed and deadlines to be established by the Contract Officer.

II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (2) years from the date hereof, the term of this Agreement can be extended by one (1) additional twelve-month (12) period with a written notice issued by the City Engineer. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Item #11.L.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Authorize the application and execution of the Charge Ready Direct Current Fast Charging Participation Agreement.

City Manager's Recommendation:

That the Irwindale City Council **adopt Resolution No. 2025-73-3661** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPLICATION AND EXECUTION OF THE CHARGE READY DIRECT CURRENT FAST CHARGING PARTICIPATION AGREEMENT."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Eddie Chan, Director of Engineering / Building Official

Prepared by:

Theresa Olivares, Assistant City Manager

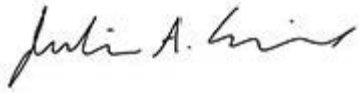
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In September 2024, staff submitted an application through Southern California Edison (SCE) for the Direct Current Fast Charging (DCFC) Program (Program). Staff was recently informed that the application was approved and SCE requires the City to enter into a Charge Ready Direct Current Fast Charging Participation Agreement (Agreement).

The Program is available to publicly accessible properties who choose to purchase and install two or more DCFC charging stations. The Program covers the utility infrastructure upgrades and offers a rebate to assist with offsetting a portion of the City's cost for infrastructure upgrades, including electric vehicle (EV) charging equipment rebates. This Program will be used in conjunction with the Civic Center Improvements Project (Project) to provide the required infrastructure and EV stations. The Project includes the installation of four (4) DCFC ports, allowing for four (4) chargers.

The Program requires the following:

1. A minimum installation of tow EV charging stations ports.
2. The City must operate and maintain the EV charging equipment for 10-years.
3. The City must enroll in one of SCE's Time-Of-Use rate plans.
4. The City must enroll in SCE's Demand Response program.
5. The usage and pricing information must be shared with SCE via the equipments network service.
6. Each site is required to include at least one Combined Charging Station (CCS) and one CHAdeMO (used by Japanese EVs) or NSCS (Tesla) connector to ensure accessibility and optimize usage.
7. Charging stations must be publicly available.

SCE has performed an on-site assessment and has approved the City's application. The next step is for the City to execute the Agreement. Please note that no changes, additions, or redlines may be made to the Agreement or easement language. Staff is currently obtaining quotes for the equipment and will agendize the purchase recommendation for the Council to consider at a future meeting.

Fiscal Impact:

There is no fiscal impact related to entering into the Charge Ready Direct Current Fast Charging Participation Agreement. The fiscal impact related to the infrastructure and electric vehicle charging stations will be provided at a future meeting for the City Council's consideration.

Attachments:

1. Resolution No. 2025-73-3661

2. DCFC Program Agreement

RESOLUTION NO. 2025-73-3661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPLICATION AND EXECUTION OF THE CHARGE READY DIRECT CURRENT FAST CHARGING PARTICIPATION AGREEMENT

WHEREAS, California has a goal of attaining a 40 percent reduction in Green House Gas emissions from 1990 levels by 2030 and an 80 percent reduction by 2050; and

WHEREAS, Southern California Edison (SCE) is supporting this goal by providing funding for at least 205 new Electric Vehicle Direct Current Fast Charging (DCFC) ports in SCE's service territory; and

WHEREAS, SCE's DCFC Program is eligible to non-residential entities that own the site where EV charging equipment is to be installed; and

WHEREAS, the DCFC Program provides the necessary utility-side infrastructure to support the installation of DCFC EV charging infrastructure. The Program also provides rebates for the City's infrastructure work, including the purchase and installation of the charging equipment; and

WHEREAS, the City of Irwindale applied for and has been selected as a Program participant for the installation of four (4) DCFC ports, allowing for four (4) chargers; and, requiring the City to enter into the Charge Ready Direct Current Fast Charging Participation Agreement (Agreement); and

WHEREAS, the DCFC Program requires the City of Irwindale to enter into the Charge Ready Direct Current Fast Charging Participation Agreement (Agreement); and

WHEREAS, the City of Irwindale has the legal authority and is authorized to enter into the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Assistant City Manager of the City of Irwindale is hereby authorized and directed to enter into the Charge Ready Direct Current Fast Charging Participation Agreement and take such other actions necessary or appropriate to obtain funding.

SECTION 3. The Assistant City Manager of the City of Irwindale is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain funding.

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 attest to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of July 2025.

_____
Larry G. Burrola, 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. 2025-73-3661 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of July 2025, by the following vote:

AYES**:** Councilmembers:

NOES**:** Councilmembers:

ABSENT**:** Councilmembers:

ABSTAIN**:** Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Charge Ready
Direct Current Fast Charging (DCFC)
Participation Agreement

This Charge Ready Direct Current Fast Charging (DCFC) Participation Agreement (Agreement) sets forth the terms and conditions for Program Participant to participate in the Program. Pursuant to the terms of this Agreement, SCE will (1) install the Utility-Side Infrastructure (as defined herein) at no cost to the Program Participant; and (2) if applicable, remit the Charging Equipment Rebate and/or the Customer-Side Make Ready Rebate after all terms and conditions have been met by the Program Participant.

All Program Participants are eligible for no-cost installation of the Utility-Side Infrastructure.

Program Participant hereby agrees to the following terms and conditions of the Charge Ready DCFC Program (the "Program").

APPROVED CHARGING PORTS

1. **Total Number of Approved Charging Ports:**
   The commitment to procure and install the number of approved Charging Ports applies whether or not the Program Participant is eligible to also receive a rebate for the installed Charging Equipment, as SCE will design and install the Utility-Side Infrastructure based on this commitment.

The Program Participant is required to install the quantity and power level of approved Charging Ports set forth in this Agreement. Failure to procure and install the agreed upon number may lead to termination of this Agreement, at SCE's discretion.

Number of Charging Ports and Power Levels approved by SCE.

Power Level (DCFC) Port count: 4

2. **Rebates (if applicable):**

2.1. **Charging Equipment Rebate**

If Program Participant is eligible to receive a rebate for the purchase and installation of Charging Equipment, the rebate amount paid to the Program Participant will be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate received by Program Participant does not exceed the Program Participant's total costs for procuring and installing

the Charging Equipment. Following the successful installation of the Charging Equipment, the Program Participant will certify whether it has received any other third-party rebates or incentives, so that SCE can determine the appropriate rebate payment. The following table reflects the per port rebate values as of the effective date of the Agreement:

Charging Equipment Rebate Per Port	DAC Excluding Fortune 1000*	Others Including Fortune 1000*
DCFC (50kW to 350kW)	$40,200	$10,050

2.2. **Customer-Side of the Meter Make-Ready Rebate**

The Program Participant will install the Customer-Side of the Meter Infrastructure, and, subject to meeting all of the applicable terms and conditions, will qualify to receive the Customer-Side Make-Ready Rebate, which will be the lesser of: (a) 80 percent of the Program Participant's actual installation cost or (b) the average utility estimated direct cost for installing Customer-Side of the Meter Make-Ready Infrastructure for the relevant sector (based on Program budget). If average costs have not yet been developed for a relevant sector, SCE may instead develop and use site-specific estimated costs. In either case, the rebate paid by SCE will not exceed the Program Participant's actual costs.

The Make-Ready Rebate shall not exceed $101,888.00, which also represents the Customer-Side of the Meter Infrastructure funds that will be reserved as of the effective date of this Agreement. The actual Make-Ready Rebate may be less, if 80 percent of the Program Participant's actual recorded and documented installation costs are lower than the reserved amount.

APPROVED SITE LOCATION AND DESIGN

3. **Description of Approved Location at the Site:**

Brief description of the mutually approved location on the Program Participant's Site where Infrastructure will be installed.

Site Description: _____Civic Center Exterior Improvements Project_____

Site Address: __5050 IRWINDALE AVE, , IRWINDALE, CA, 91706 _____

4. **T&D Narrative of the Utility-Side Infrastructure deployment at Program Participant's Site:**

Program Participant has reviewed and approved the T&D Narrative, as provided by SCE, showing the location within the Site where SCE will deploy the Utility-Side Infrastructure.

5. **The Customer-Side of the Meter Make-Ready Infrastructure:**

The Program Participant will design, purchase, and install the Customer-Side of the Meter Infrastructure at Program Participant's cost and in accordance with this Agreement.

PROGRAM PARTICIPATION TERMS AND CONDITIONS

Program Participant agrees that its participation in the Program is subject to the following terms and conditions:

6. **Definitions:**

6.1. **AHJ – Authority Having Jurisdiction**: The responsible government entity having geographically-based jurisdiction that typically approves, inspects, and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.).

6.2. **Approved Product List:** The list of Charging Equipment meeting SCE's technical requirements and approved by SCE for use in its Charge Ready Programs. Program Participant must select Charging Equipment from the Approved Product List to receive applicable Charging Equipment Rebate (if available).

6.3. **CalEnviroScreen:** see Disadvantaged Communities.

6.4. **Charging Equipment**: Qualifying Charging Equipment that meets the technical specifications set forth by SCE. Charging Equipment that qualifies for the Charging Equipment Rebate, if available. See also Power Levels.

6.5. **Charging Equipment Supplier:** The entity from which the Charging Equipment is purchased.

6.6. **Charging Equipment Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to this Agreement, to off-set a portion of the purchase of approved Charging Equipment.

6.7. **Charging Ports:** See Charging Stations.

6.8. **Charging Stations – EV Charging Equipment:** EV Charging Equipment interconnects with the electricity grid at a charging site to an electric

vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports (referred to in this agreement as Charging Ports). Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For dual-port stations, each port must be capable of delivering full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2 kW must be able to deliver 7.2 kW of power to both vehicles when two vehicles are charging simultaneously.

6.9. **Commitment Period:** The ten (10) year period where Program Participant must maintain all Charging Equipment in working order at the Site. The Commitment Period will commence on the In-Service Date of the Charging Equipment.

6.10. **California Public Utilities Commission (CPUC):** The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

6.11. **Combined Charging System (CCS):** Connector based on an open international standard and is common on vehicles manufactured in North America and Europe.

6.12. **CHArge de Move (CHAdeMO):** Connector most common for Japanese manufactured vehicles.

6.13. **CPUC's Transportation Electrification Safety Requirements Checklist**: The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: www.cpuc.ca.gov/WorkArea/DownloadAsset.aspx?id=6442458882

6.14. **Customer-Side of the Meter Infrastructure:** Necessary infrastructure on the Customer's side of the meter.

6.15. **Customer-Side Make-Ready Rebate**: The rebate intended to offset a portion of the Program Participant's costs to perform the Customer-Side Infrastructure work, following the completed installation of the Utility-Side Infrastructure and submission of required documentation.

6.16. **Demand Response:** Demand Response (DR) programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.

6.17. **Disadvantaged Communities (DACs):** Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will use the current applicable version of the CalEnviroScreen tool to verify site status.

6.18. **Electric Vehicle Infrastructure Training Program (EVITP) Certification**: The document certifying an electrician has gone through the Electric Vehicle Infrastructure Training Program process. For more information, please visit https://www.evitp.org.

6.19. **Fortune 1000:** Fortune 1000 companies include companies listed on the Fortune 1000 list.

6.20. **Final Design:** Map and related documents, as applicable, that show the proposed layout of the Utility-Side Infrastructure, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed after this Agreement is executed and prior to start of construction.

6.21. **Final Invoice:** Statement of the total amount paid by Program Participant to Charging Equipment Supplier(s) for the purchase, and installation of the Charging Equipment.

6.22. **Grant of Easement**: A contractual agreement to grant right of way for SCE to construct, maintain, operate, and repair any SCE-installed infrastructure.

6.23. **In-Service Date:** The earliest date on which the Charging Equipment is installed and operational.

6.24. **Infrastructure:** The necessary Infrastructure on the Utility-side of the electric meter (that SCE will design, construct, and install at no cost to the Program Participant pursuant to this Program). Infrastructure, as defined herein, does NOT include (1) purchase or installation of the Charging Equipment; or (2) the Customer-Side of the Meter Infrastructure.

6.25. **Make-Ready Infrastructure:** Utility-Side Infrastructure and Customer-Side of the Meter Infrastructure, taken together, are also referred to as the Make-Ready Infrastructure. The Utility-Side Infrastructure includes all infrastructure work from SCE's distribution system to a new circuit panel that will be installed to support EV charging. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility-side of the meter. The Customer-Side of the Meter Make-Ready Infrastructure includes all infrastructure from beyond the new panel, which is Utility-Side Infrastructure, to the first point of interconnection with the Program Participant's Charging Equipment. Program Participants will perform the Customer-Side of the Meter Infrastructure work themselves and qualify to receive the Customer-Side Make-Ready Rebate.

6.26. **Make-Ready Rebate:** See Customer-Side Make-Ready Rebate.

6.27. **NACS:** Connector developed by Tesla that works for AC and DC chargers utilizing the same pins for power.

6.28. **Network Service Provider:** The third-party entity that will provide Network Services for the Charging Equipment. The Network Service Provider will be required to transmit port level data and other information to SCE complying with Program requirements.

6.29. **Ports:** See Charging Stations.

6.30. **Power Levels:** The Program requires Charging Equipment to be DCFC, which is defined as:

Direct Current Fast Charging (DCFC): Charging equipment that provides a high-power DC current, and for this program at least 50 kW, with a maximum of 350kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

6.31. **Preliminary Design:** The set of engineered, working drawings of the Utility-Side Infrastructure. The design includes project specifications, conduit routing, electrical equipment specifications and calculations, project related Site improvements, and construction details.

6.32. **Program:** Also referred to as the Charge Ready DCFC Program. This Program is designed to help Program Participants install the DCFC charging infrastructure needed to enable drivers to refuel their light-duty electric vehicles.

6.33. **DCFC Program Guide:** Program reference documents developed by SCE that provide program information, including but not limited to the program participation requirements.

6.34. **Program Participant:** The SCE non-residential entity that enters into this Agreement.

6.35. **Property Owner/Site Owner:** Individual or entity authorized representative of entity holding title in the Site where the Charging Equipment and Infrastructure will be located.

6.36. **Rebate Payment:** The payment made by SCE to Program Participant, or its designated assignee, after the eligible Program Participant procures and installs the Charging Equipment and/or meets the qualification requirements for the Customer-Side Make-Ready Rebate, in accordance with this Agreement, as verified by SCE, in SCE's sole discretion.

6.37. **Site:** The premises, owned, leased, or operated by Program Participant, where the Charging Equipment will be installed.

6.38. **T&D Narrative:** The set of working drawings on the Utility-Side of the Meter Infrastructure. This includes project specifications, conduit routing, electrical equipment specifications, and calculations.

6.39. **Time-of-Use (TOU) Rate Plans:** Rate plans which feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity your business uses at once. For more information about SCE's TOU rate plans, please visit: https://www.sce.com/business/rates/time-of-use, or https://www.sce.com/business/rates/electric-car-business-rates.

6.40. **Utility-Side Infrastructure:** The Infrastructure on the utility's side of the meter.

7. **Eligibility.**

Program Participant certifies that it meets, and will continue to meet throughout its participation in the Program, all eligibility requirements of the Program, including, but not limited to:

7.1. Program Participant is a non-residential SCE entity with at least one active service account.

7.2. The Site is located in SCE's service territory.

7.3. Program Participant agrees to provide, or cause the Site Owner to provide, SCE with the rights of way across public or private property

(as applicable) and to obtain any necessary permits to install Charging Equipment, without cost to SCE.

7.4. Program Participant will comply with all Program requirements outlined in the DCFC Program Guide.

8. **Additional Representations of Program Participant during the Term of the Agreement.**

Program Participant:

8.1. Agrees to purchase and install the Charging Equipment, as set forth in this Agreement. Program Participant agrees that the number of Charging Ports and their charging power level set forth in Section 1 cannot be modified after execution of this Agreement, without express written consent of SCE, at SCE's discretion.

8.2. Agrees all charging equipment must be approved by SCE for installation under this Program, in a quantity approved by SCE.

8.3. Agrees to have APL listed Charging Equipment installed by a qualified C-10 licensed and insured contractor.

8.4. Agrees to install Charging Equipment with at least one CCS and one CHAdeMO or NACS connector.

8.5. Agrees to ensure their electric vehicle supply equipment (EVSE) installer follows all relevant State and local codes, and AHJ permitting requirements. All installed equipment must be correctly rated for the location where it will be installed (outdoor rated if applicable, conforming with ventilation requirements). The EV charging current shall not exceed 80% of the branch circuit rating. All EVSE installations must comply with the SB350 safety requirement checklist.

8.6. Agrees to ensure their EVSE equipment installer will not install and energize any EVSE or associated equipment capable of generation or bidirectional operation without Permission to Operate from SCE.

8.7. Agrees to procure, own, install, operate, and maintain the Charging Equipment in good working order at the site for a minimum of ten (10) years from the In-Service Date of Charging Equipment ("Commitment Period").

8.8. Agrees that, if at any time during the Commitment Period the Charging Equipment is replaced, only SCE approved EVSE will be installed, and all associated costs will be the responsibility of the Program Participant.

8.9. Agrees to contract with a qualified electric vehicle charging equipment Network Service Provider approved by SCE to record and transmit EV charging usage and other data to SCE.

8.10. Authorizes SCE, for ten (10) years from the Charging Equipment's In-Service Date, to act on Program Participant's behalf to voluntarily grant a Third-Party access to receive information relating to Charging Station data, billing records, billing history, pricing information, and all meter usage data used for bill calculation for all meters participating in this Program.

8.11. Authorizes the use of the collected Charging Station and related meter and billing data for regulatory reporting, program evaluation, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

8.12. Acknowledges and agrees that the actual Utility-Side Infrastructure may vary from the T&D Narrative, if, in SCE's sole discretion, actual Site conditions or AHJ direction requires such changes.

8.13. Agrees to be responsible for purchasing, owning, and installing the Customer-Side of the Meter Infrastructure.

8.14. Acknowledges and agrees that SCE shall own all Utility-Side Infrastructure.

8.15. Acknowledges and agrees that Program Participant will convey to SCE all already-existing Utility-Side Infrastructure located on the Utility-Side of the Meter of the Site and that is owned by the Customer, as well as provide any necessary easements, as may be required by SCE on the Customer or third-party property for SCE to install, access, and maintain the Utility-Side Infrastructure. Customer shall convey any such necessary Utility-Side Infrastructure or easements to SCE, promptly and using SCE's standard conveyance and/or easement agreements, as applicable, found at https://www. https://www.sce.com/evbusiness/chargeready/tools-resources

8.16. Agrees to allow SCE to secure such access to the Utility-Side Infrastructure before SCE will energize any of the Utility-Side Infrastructure.

8.17. Acknowledges that funding pursuant to this Agreement is only reserved after SCE receives a copy of this Agreement signed by Program Participant and Property Owner (if different from Program Participant).

The Program Participant also acknowledges that reserved funding may be withdrawn, and SCE may terminate this Agreement, both in SCE's sole discretion, if Program Participant breaches the Agreement.

8.18. Agrees to comply with the established timelines and required documentation set forth in the DCFC Program Guide. Sites must be completed within nine months of an easement being sent to the Program Participant for execution or by December 31, 2027, whichever comes first.

8.19. Represents and warrants, to the best of Program Participant's knowledge after reasonable investigation, that the Site is free of hazardous contamination, other safety hazards, and other environmental or physical conditions impacting the ability to perform work on or at the Site.

8.20. Represents and warrants that if Program Participant has applied for or received any other incentives or rebates for the Charging Equipment or Customer-Side of the Meter Infrastructure, Program Participant shall notify SCE of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with Program rebates, would reimburse Program Participant for more than 100 percent of their costs, SCE shall decrease the issued rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the Rebate Payment exceeding 100 percent of the Program Participants costs.

8.21. Agrees to enroll the account(s) associated with the Charging Equipment in a qualifying time-of-use (TOU) rate plan, and, if it does not, agrees to allow SCE to enroll such account(s) in a qualifying TOU rate plan.

8.22. Agrees to enroll in at least one qualifying Demand Response Program.

8.23. Agrees to ensure information of newly installed Charging Equipment that is accessible to the general public will be registered with the US Department of Energy's Alternative Fuel Data Center (https://afdc.energy.gov/stations/#/analyze), and with the US Department of Energy's EV Charging Station Locations mapping tool, accessible at (https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC), and that only one set of information is reported between the Program Participant and Charging Equipment Supplier.

8.24. Agrees to submit a completed IRS tax form W-9, and California Franchise Tax Board form 590 if applicable, or to provide line items from those

forms as SCE may request, in order for SCE to process any Rebate Payment.

8.25. Represents and warrants that the execution and delivery of this Agreement, and the performance by Program Participant of its obligations under this Agreement, have been duly and validly authorized, and this Agreement is a legal, valid and binding obligation of Program Participant.

8.26. Agrees to participate in SCE sponsored customer satisfaction and other surveys following completion of the Project, upon request of SCE.

8.27. Agrees to complete Customer-Side of the Meter Infrastructure design and provide a copy to SCE for review and approval.

8.28. Agrees to create a Base Map and a Site Plan, for location of the Customer-Side of the Meter Infrastructure and Charging Equipment and provide a copy of each to SCE within SCE's required timeframe, as set forth in the DCFC Program Guide.

8.29. Agrees to provide to SCE a copy of the estimated construction costs for the Customer-Side of the Meter Infrastructure broken out by design and engineering costs, permitting costs, and construction costs in advance of performing any related work.

8.30. Agrees to provide signed approval of SCE's Utility-Side of the Meter Infrastructure design.

8.31. Agrees to obtain all required approval and permits for the Customer-Side of the Meter Infrastructure work.

8.32. Agrees to obtain written approval from SCE before commencing construction of the Customer-Side Make-Ready Infrastructure. Should Program Participant begin construction without SCE's approval, Program Participant assumes all cost and risk associated with rework or removal of the Customer-Side of the Meter Infrastructure and Charging Equipment.

8.33. Agrees to schedule and attend a preconstruction meeting with SCE and provide a detailed construction schedule.

8.34. Agrees to manage and coordinate all Customer-Side of the Meter Infrastructure work.

8.35. Agrees to ensure installation contractor is C-10 state licensed, insured, and using IBEW-signatory labor.

8.36. Agrees to ensure compliance with electrician training certification (EVITP) and obtain copies of certificates in advance of work to be performed.

8.37. Agrees to comply with all applicable items included in the Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs.

8.38. Agrees to ensure final inspection process is complete after equipment installation.

8.39. Agrees to take any corrective actions, if SCE in its sole judgment identifies any, to ensure that the Customer-Side of the Meter Infrastructure complies with all of SCE's rules, regulations, and safety requirements.

8.40. Agrees to own and maintain the Customer-Side of the Meter Infrastructure in working order for, at a minimum, the Commitment Period, at Program Participant's own expense and at no cost to SCE.

8.41. Agrees to be solely responsible for the safe design, construction, installation, and operation of the Customer-Side of the Meter Infrastructure work.

9. **SCE's Obligations**

9.1. SCE, at its sole discretion and in accordance with its applicable tariffs, design standards, and AHJ permitting requirements, will locate, design, and install the Utility-Side Infrastructure. SCE is responsible for all costs associated with Utility-Side Infrastructure deployed by SCE pursuant to this Agreement. SCE is not responsible for any costs to remedy any environmental or safety conditions at the Site. To that end, before commencing any work, SCE may require the Program Participant to fully complete, to the best of its ability, an SCE questionnaire regarding the relevant condition and history of the Site; and SCE and/or its contractors shall have the right to visually inspect all of the Site. Based on the questionnaire and Site visual inspection and any other available information, SCE, in its reasonable discretion: (i) may decline to proceed with any further work at the Site; or (ii) may decline to proceed with any further work at the Site except with Program Participant's agreement to additional reasonable environmental and other review and investigation of the Site, at Program Participant' s expense, and reasonable remediation or mitigation of any such identified environmental or safety conditions, at Program Participant's expense. If SCE at any time discovers any such environmental or safety conditions during the performance of work at the Site, then SCE in its reasonable discretion may decline to proceed

with any further work at the Site, unless and until such conditions are remediated to SCE' s reasonable satisfaction, at Program Participant's expense.

9.2. SCE will process the Customer-Side Make-Ready Rebate payment after SCE has verified correct installation of the Customer-Side Infrastructure and Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements and submitting the required documentation, and after calculating the final rebate amount that will apply.

9.3. SCE will pay the Charging Equipment Rebate, if applicable, after SCE has verified correct installation of the Charging Equipment, consistent with this Agreement, subject to Program Participant meeting all Program requirements. The actual Charging Equipment Rebate Payment amount shall not exceed the actual reasonable costs of the Charging Equipment, and its installation, as set forth in the Final Invoice(s) and consistent with the Program Participant’s contract with the Charging Equipment Supplier(s) and installers.

10. **Term and Termination:**

10.1. Term: The term of this Agreement shall begin upon the date that both Parties have signed the Agreement and end ten (10) years from the In-Service Date of the Charging Equipment, unless otherwise terminated earlier pursuant to this Agreement (“Term”).

10.2. Termination: If the Program Participant fails to comply with any of the terms and conditions of this Agreement, including the DCFC Program Guide, SCE, in its sole discretion, may terminate this Agreement after sending Program Participant a notice of default that remains uncured for five (5) business days from receipt, except in the case of a safety or security violation, in which case, SCE may terminate the Agreement immediately and take all other necessary actions, including but not limited to, disconnecting power to the Charging Equipment, in SCE’s sole discretion, to cure such safety or security violation(s).

10.3. Termination Costs: If this Agreement is terminated prior to the end of the Term because (1) Program Participant terminates its participation in this Program, (2) Program Participant, prior to the end of the Commitment Period, fails to install, or removes without replacing, the Charging Equipment or Customer-Side of the Meter Infrastructure not owned by

SCE; or (3) SCE terminates this Agreement due to Program Participant's failure to comply with the terms and conditions of the Agreement or if any hazardous environmental conditions, safety, and/or security concerns exist, in accordance with Section 10.2. (Termination) hereof, the Program Participant shall pay (a) all costs actually incurred, or committed to be incurred, by SCE, as of the termination date, in connection with designing and deploying the Utility-Side Infrastructure at the Site; and (b) the Rebate Payment (if already paid). If the Charging Equipment or the Utility-Side Infrastructure, if applicable, are installed, the amount due to SCE for both (a) and (b) above will be prorated over a ten-year period, beginning from the In-Service Date of the Charging Equipment. SCE will invoice the Program Participant for such costs, and Program Participant shall pay such invoice within sixty (60) days of receipt.

11. **Indemnification and Liability; No Representations or Warranties**

11.1. Program Participant understands that SCE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the Charging Equipment or the Customer-Side of the Meter Infrastructure. Further, SCE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under the Program. Program Participant agrees that SCE has no liability whatsoever concerning (1) the quality, safety, or installation of such products, including their fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the products. Program Participant hereby waives any and all claims against SCE, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SCE under the Program. Without limiting the generality of the foregoing, SCE shall not be liable hereunder for any indirect, incidental, consequential, exemplary, reliance, punitive, lost profits, or other business interruption damages, or special damages, including damages for loss of use, by statute, in tort or contract or otherwise.

11.2. Indemnification of SCE: To the fullest extent permitted by law, Program Participant shall indemnify, defend, hold harmless, and release SCE, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives,

successors, and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys’ fees (a “Claim”), resulting from (a) any breach of the representations, warranties, covenants, or obligations of Program Participant under this Agreement, (b) any act or omission of Program Participant, whether based upon Program Participant’s negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Program Participant’s performance or nonperformance under this Agreement; or (d) from any harm or cost, known or unknown, associated with any hazardous materials, conditions, or site contamination, including, but not limited to, harm to SCE personnel, third parties, or customer applicant’s employees, contractors, agents, and assigns. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of SCE.

11.3. Responsibility for Repairs: If Program Participant’s Customer-Side of the Meter Infrastructure, Charging Equipment, or any other equipment owned by Customer or owner of the Site damages SCE-owned Infrastructure, Program Participant will be responsible for any costs associated with making any necessary repairs. If SCE identifies an improper installation of any of the equipment listed in the prior sentence, Program Participant agrees to pay for and be responsible for making any necessary corrections in the manner requested by SCE.

11.4. Defense of Claim: If any Claim is brought against the Indemnified Parties, Program Participant shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Program Participant may exist with respect to such Claim. If a conflict precludes Program Participant from assuming the defense, then Program Participant shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties’ defense costs through separate counsel of the Indemnified Parties’ choice. If Program Participant assumes the defense of the Indemnified

Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Program Participant of any of its obligations hereunder.

12. **Miscellaneous**

12.1. This Agreement shall be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction. All applicable SCE tariffs apply to service provided pursuant to this Agreement including, but not limited to, the applicable provisions of SCE's Charge Ready Program (CRP) Tariff Schedule filed with the California Public Utilities Commission, with the following exceptions:

Rules 15 and 16. Distribution Line and Service Extensions: Because SCE will design and install the Utility-Side Infrastructure at no cost to Program Participant, sections in Rules 15 and 16 that address customers' responsibilities or options related to the Utility-Side Infrastructure are not applicable to Program Participants while participating in the Charge Ready DCFC Program. This may include, but is not limited to, allowances, contributions or advances, payments, refunds, and design and installation options. This exception does not apply to certain responsibilities found in Rule 16, such as, but not limited to, Section A.10, providing rights of way or easements; Section A.11, providing access to the location; and Section D.1, providing a clear route for the Service Extension.

12.2. Survival: Program Participant's obligation to pay Termination Costs and to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

12.3. Assignment: Program Participant shall not assign this Agreement without the prior written consent of SCE; to be granted or denied in SCE's sole discretion. Any assignment and assumption shall be in a form acceptable to SCE, in SCE's sole discretion.

12.4. Should a conflict exist between the DCFC Program Guide and this Agreement, then this Agreement shall control with respect to such conflict.

12.5. The payee should consult its tax advisor concerning the taxability of the Rebate Payment.

This Agreement can be signed electronically. If wet signature required, this Agreement can be downloaded and signed. Following signature, the Program Participant can upload the completed Agreement. SCE will verify for completeness and accuracy and will execute the Agreement and reserve funding accordingly.

AGREEMENT BY PROGRAM PARTICIPANT

By signing this document, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions set forth in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

Name of Program Participant: IRWINDALE, CITY OF

_____

Name of Program Participant Representative:

_____

Title of Program Participant Representative:

_____

I certify that the information provided is accurate and complete and that I have authority to sign this Agreement on behalf of Applicant.

Signature:

_____

Date:

_____

AGREEMENT BY PROPERTY OWNER (If Program Participant is the Property Owner, no separate signature is required.)

By signing this document, you represent and warrant that you are a duly authorized representative of the owner of the property on which the Site is located and that you have the requisite authority to consent to the use of the property in the manner set forth in this Agreement. You also represent that Property Owner hereby approves the installation and operation of the Utility-Side Infrastructure and the Charging Equipment, as well as any other necessary equipment to deploy the Charging Equipment pursuant to the Program as described in this Agreement. You further agree to execute the Easement Agreement (see Appendix A link) within thirty (30) calendar days after Easement Agreement is provided by SCE.

Name of Property Owner Representative:

_____

Title of Property Owner Representative:

_____

I certify that I have authority to sign this Agreement on behalf of the Property Owner.

Signature:

_____

Date:

_____

Endnotes

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Appointment of Two (2) Business Representatives to the ICF Board of Directors

City Manager's Recommendation:

That the City Council **adopt Resolution No. 2025-56-3644** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027" or provide other direction to staff.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes.

On March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state that the Board of Directors (“Board”) shall be five (5) members, who

serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

- The councilperson's term shall end on June 30, 2026;
- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025.

Beginning in 2025, the terms of office for business representatives will be two years, expiring in odd numbered years.

On May 30, 2025, a letter was sent to all Irwindale businesses soliciting applications. The following Irwindale business representatives submitted applications for consideration of appointment to a two-year term expiring June 30, 2027:

- Yuri Echaorre, Socal Golden Care Home Health
- Steven Hillgren, Kearny Real Estate Company

At the June 25, 2025 City Council meeting, staff was directed to extend the application period through Monday, July 14th. One additional application was received:

- George Silva, Rize Credit Union

  All directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the Board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council. It would now be appropriate for the City Council to appoint two (2) Irwindale Business Representatives to the Irwindale Community Foundation for terms expiring June 30, 2027, or provide other direction to staff.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2025-56-3644 ICF Appointments, Business Representatives
2. ICF Business Application - Echaorre, Yuji
3. ICF Business Application - Hillgren, Steven
4. ICF Business Application - Silva, George

RESOLUTION NO. 2024-56-3644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027

WHEREAS, on October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; and

WHEREAS, on February 13, 2019, the City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, and shall be composed of the following: one sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

- The councilperson's term shall end on June 30, 2026;
- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025

WHEREAS, on May 30, 2025, a mailer was sent to all Irwindale Businesses soliciting applications for the Irwindale Business Representative vacancies in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq*.); and

WHEREAS, two (2) individuals representing Irwindale Businesses submitted applications for consideration of appointment to the Board by the deadline of June 18, 2025; and

WHEREAS, at the City Council meeting of June 25, 2025, the City Council directed staff to extend the deadline for applications to Monday, July 14, 2025; and

WHEREAS, one (1) additional application was received before the extended deadline; and

WHEREAS, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, it would now be appropriate for the City Council to make two (2) appointments to the Irwindale Community Foundation Board for two-year terms expiring June 30, 2027.

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

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, two (2) directors shall be appointed for two (2) year-terms, as follows:

The term of two Irwindale Business Representatives shall end on June 30, 2027:

_____

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this _____ day of _____2025.

_____
Larry G. Burrola, 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. 2025-56-3644 was adopted at an regular meeting of the Irwindale City Council held on the ____ day of _____2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Representative of a Business

Name of Business: SOCAL GOLDEN CARE HOME HEALTH

Position: OWNER

Name: YUJI ECHAORRE

Address: 15705 ARROW HWY. STE 6B, IRWINDALE, CA 91706

Occupation: CEO

Employer: SOCAL GOLDEN CARE HOME HEALTH

Address: 15705 ARROW HWY STE 6B, IRWINDALE CA 91706

~~Home~~ CELL Phone: [redacted] Business Phone: (626-338-7242

Years in Irwindale: 4YRS Registered Voter? YES

Educational background / degree: B.S. PHYSICAL THERAPIST

Licenses or Special Certificates: PHYSICAL THERAPIST

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. NONE

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I AM IN A MEDICAL HEALTH PROFESSION. I AM PASSIONATE ABOUT SUPPORTING THE LOCAL COMMUNITY AND MAKING A POSITIVE IMPACT IN THE LIVES OF IRWINDALE RESIDENTS. BY SERVING ON THE IRWINDALE COMMUNITY FOUNDATION, I HOPE TO HELP FOSTER OPPORTUNITIES FOR GROWTH, IMPROVE QUALITY OF LIFE, AND SUPPORT INITIATIVES THAT ADDRESS THE SPECIFIC NEEDS OF OUR DIVERSE COMMUNITY. I BELIEVE IN THE POWER OF COMMUNITY-DRIVEN EFFORTS AND WOULD BE HONORED TO CONTRIBUTE MY SKILLS, ENERGY AND IDEAS TO HELP IRWINDALE THRIVE, ESPECIALLY IN AREAS LIKE MEDICAL, EDUCATION AND RESOURCES.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)
I BELIEVE I WOULD MAKE A STRONG FOUNDATION MEMBER BECAUSE OF MY DEEP COMMITMENT TO COMMUNITY SERVICE, VALUE, STRONG PROBLEM SOLVING SKILLS AND ABILITY TO COLLABORATE WITH DIVERSE GROUPS OF PEOPLE.

Have you applied for any City Board or Commission before? Yes _____ No ✓

If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:
CRITICAL THINKING, PROBLEM SOLVING, DEEPLY INTERESTED IN IMPROVING LOCAL COMMUNITY,

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 6/4/25

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:
Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 18, 2025 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- ☐ Resident
- ☒ Representative of a Business

Name of Business: Kearny Real Estate Company

Position: Vice President

Name: Steven Hillgren

Address: [redacted]

Occupation: Real Estate Development

Employer: Kearny Real Estate Company

Address: 11150 Santa Monica Blvd, Suite 300

Home Phone: ([redacted]) [redacted] Business Phone: (949) 246 -2816

Years in Irwindale: 5 Registered Voter? Yes (not in Irwindale)

Educational background / degree: Georgetown University - Business and Theology

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Chair- Irwindale Chamber of Commerce

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

See attached

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

See attached

Have you applied for any City Board or Commission before? Yes X No _____

If so, which one? ICF Board in 2024/2025 _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

See attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Steven Hillgren Date: June 18, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to:
Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 18, 2025 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Steven Hillgren – Question/Answers

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

- I served on the ICF Board in 2024-2025. I've sincerely enjoyed the opportunity to represent the Business community and Irwindale community. Going forward, the ICF is faced with an opportunity to rethink how they raise new funds. I hope that I can be a connector between the business community, and create opportunities for the Business community to be more involved with the ICF. Also, having served on the board, it is important to me that the resources that the ICF has, are thoughtfully invested and distributed where they are needed most in the community.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

- I've served as an Irwindale Chamber of Commerce board member for the past three years and am currently the Board Chair. I enjoy collaborating with other business leaders. I'm comfortable sharing ideas and debating in a board setting. My background in finance (7 years in banking – Sunwest Bank and Wells Fargo) and real estate development (7 years - Kearny) can provide valuable analytical, design, and space planning support.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

- I have been involved in the Irwindale community for the past 5 years working on the remediation of the former Nu-Way landfill (Irwindale Gateway). It has been exciting to see a blighted site transform into something usable that will one day benefit the City. My experience in the business community offers a valuable connection to collaborate, support, and enhance community spaces for the betterment of Irwindale residents. Most importantly (I think), is my experience as a father, and knowing the importance of providing community to our children. Being involved in safeguarding what the ICF provides to the Irwindale community is an honor to be a part of.

IRWINDALE
COMMUNITY FOUNDATION

APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☑ Representative of a Business

Name of Business: RIZE CREDIT UNION

Position: BRANCH MANAGER

Name: GEORGE SILVA

Address: 12701 SCHABARUM AVE

Occupation: /

Employer: /

Address: /

Home Phone: [redacted] Business Phone: (6) 646-2369

Years in Irwindale: 20 YRS Registered Voter? YES

Educational background / degree: SOME COLLEGE

Licenses or Special Certificates: /

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. BALDWIN PARK BUS. ASSOC. 2019-2024
BALDWIN PARK PLANNING COMMISSION 2012-2014

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

GRATIFYING FEELING IN BEING ABLE TO HELP THE LOCAL COMMUNITY.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

BEEN ON A YEAR NOW. GENUINE INTEREST & DEDICATION TO ASSIST.

Have you applied for any City Board or Commission before? Yes ✓ No ____

If so, which one? RENEWING THIS ONE

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 6.23.2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Irwindale Community Foundation**
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 18, 2025 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Irwindale Municipal Code Section 17.13.120 (Recreational Vehicle Parking on Residential Property)

City Manager's Recommendation:

That the Irwindale City Council discuss and provide direction to staff regarding the parking of recreational vehicles on residential property.

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Jeff Tyler, Associate Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Irwindale Municipal Code Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles addresses the parking of recreational vehicles on private property. The current code states that recreational vehicles parked on residential lots may not be parked in a required setback adjacent

to a public street. The typical setback for a residential property is 20'. On July 9, 2025, the Irwindale City Council directed staff to provide illustrations for recreational vehicle parking on private property. The attached images illustrate the parking of a recreational vehicle on public property (corner lot and interior lot) with a 5' setback, 10' setback, and 20' setback. This matter has been placed on the agenda for the City Council to discuss and provide direction.

Fiscal Impact:

None

Attachments:

1. Recreation Vehicle Parking - Corner Lot
2. Recreation Vehicle Parking - Interior Lot
3. IMC 17.13.120 Parking and Storage of Commercial and Recreational Vehicles

RV Parking Setbacks in Irwindale

= 5’ Setback = 10’ Setback = 20’ Setback

RV Parking Setbacks in Irwindale

= 5’ Setback

= 10’ Setback

= 20’ Setback

17.13.120 Parking and Storage of Commercial and Recreational Vehicles

The parking and storage of commercial and recreational vehicles on private property is subject to the following standards.

A. Commercial Vehicles and Equipment.

1. Commercial Vehicles. Commercial vehicles, including any self-propelled vehicle over 10,000 pounds gross vehicle rating and/or having more than two axles and possessing a commercial license plate, shall not be parked or stored in any residential zone or any street adjoining a residential zone.

B. Trailers and Equipment. Trailers or equipment used for commercial purposes shall be stored within an enclosed building or screened from adjacent properties.

C. Recreational Vehicles.

1. Location. Recreational vehicles parked on residential lots which were of record on or before the adoption of this Chapter, must be parked at least five feet from the sidewalk, street right-of-way or property line, whichever is farther. Recreation vehicles parked on residential lots created after the adoption of this Chapter, may not be parked in a required setback adjacent to a public street.

2. Paving and Surfacing.

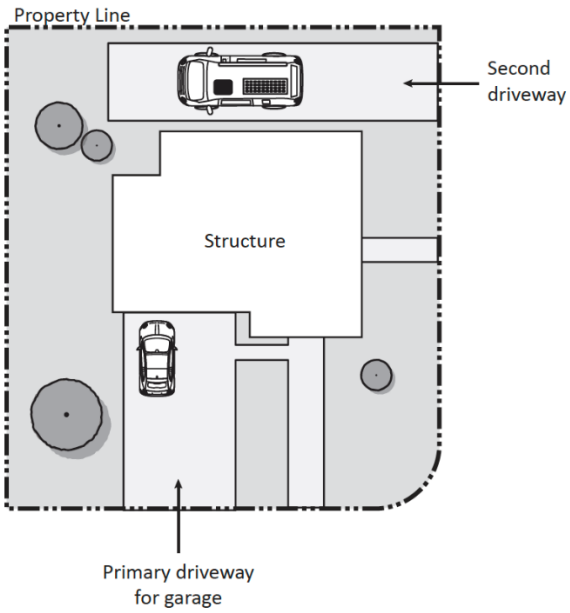
a. Total Area of Surfacing. No more than 350 square feet of paved or improved surfaces shall be allowed for the parking or storage of recreational vehicles in any Residential Zone.

b. Surfacing for Parking in Front Yards. Recreational vehicles located within front yards shall be parked on a paved surface or similar material in accordance with the provisions of this section and the Irwindale Zoning Code.

c. Surfacing for Parking in Side or Rear Yard. Recreational vehicles located within side or rear yards shall be parked on a paved or improved surface, which may include pavement or turf stones. All surfaces shall be kept clear of weeds, debris, mud, and vehicle fluids that contaminate soil or groundwater.

3. Secondary Driveway. A secondary driveway for recreational vehicles may be allowed on corner lots outside of the vision triangle of the intersection, with the approval of an encroachment permit from the Public Works/Engineering Department. Paving strips may be used on the driveway.

Figure 17.13.120: Secondary Driveways



4. Registration. The recreational vehicle shall have a current and valid registration displayed.
5. Dwelling Use Prohibited. No recreational vehicle shall be used for dwelling purposes on any site.
6. Fluid Collection Systems. Drip pans or other fluid collection systems shall be used on any recreational vehicle that shows evidence of leakyfluids.

17.13.130 Refuse/Trash Collection Areas

A. General Requirements.

1. In accordance with the California Solid Waste Reuse and Recycling Access Act of 1991 (Public Resources Code Sections 42900 through 42911), any project for which an application for a building permit is submitted after the effective date of this ordinance, shall include adequate, accessible areas for collecting and loading refuse and recyclable materials. These regulations apply to refuse and recycling areas not accessible to the public, and which are used exclusively by the tenants/owners of the development site.
2. In accordance with the California Waste Management Act of 1989 (Public Resources Code Sections 40050 through 40063) and the City of Irwindale Municipal Code Chapter 8.20 (Solid Waste Collection), areas for recycling shall be adequate in capacity, number, and distribution to serve the development where the project occurs. These areas shall be located within, or as close as possible to, planned or existing exterior collection areas/enclosures.

B. Applicability. The provisions of this Section apply to all development except as follows.

1. Any project for which a building permit is not required from the City Building Department;
2. All commercial and multi-unit activity that requires only an over-the-counter permit;
3. All permits not related to the interior improvement of the building excluding new structures; and

Item #13.C.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Updated Recreational Vehicle Ordinance (Recreational Vehicle Parking on Public Property)

City Manager's Recommendation:

That the City Council review the updated Draft Recreational Vehicle Ordinance and provide direction

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On July 9, 2025, a draft Recreational Vehicle Ordinance was presented to the Irwindale City Council. Staff requests the following direction from Council:

1. Approve the redline changes to the draft ordinance.
2. Determine the effective date of the Ordinance.

3. Establish the RV Permit Fee and RV Temporary Guest Permit Fee.

Changes to Draft Ordinance

The following changes have been made to the draft ordinance:

1. The Recreational Vehicle (RV) parking permit allows a resident to park an RV in front of his / her residence for 72-hours to allow for preparing for a trip, or unloading, cleaning or preparing an RV after a trip. The previous draft stated 24-hours. Additionally, this section has been clarified to allow a resident to park 72-hours to prepare for a trip and an additional 72-hours to unload from a trip.
2. The out-of-town visitor RV parking permit is limited to 10 consecutive days per month and 30-days per calendar year, per residential address. The previous draft stated 7 consecutive days.
3. The maximum number of permits allowed per calendar year per residence is twelve (12). This is inclusive of temporary RV parking permits and RV Temporary Guest Permits. Previously, each person was limited to two (2) permits per calendar month for temporary RV parking permits.

Ordinance Effective Date

Should the City Council approve the draft ordinance and direct staff to proceed to scheduling the public hearing, the 1st reading of the ordinance would be scheduled for August 27, 2025, and the 2nd reading would be scheduled for September 10, 2025. Generally, the ordinance would become effective on the 31st day following adoption, which would be October 11, 2025.

Council may elect an alternative effective date for the ordinance, such as:

- 60 days or November 9, 2025
- 90 days or December 9, 2025
- 120 days or January 8, 2026
- 150 days or February 7, 2026
- 180 days or March 9, 2026

Fees

The application process and permit issuance will be administered by the police department. The fees for the RV Permit and the RV Temporary Guest Permit will be established by resolution. Staff recommends a fee of $5 for the RV Permit and $20 for the RV Temporary Guest Permit.

Fiscal Impact:

None

Attachments:

1. Revised Draft RV Parking Ordinance

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER XXX OF THE CITY OF IRWINDALE MUNICIPAL CODE, RELATING TO PARKING, STOPPING AND STANDING OF RECREATIONAL VEHICLES; ESTABLISHMENT OF CITY RECREATIONAL VEHICLE PARKING PERMITS

WHEREAS, California Vehicle Code Sections 22507 and 22507.5 empower cities to regulate vehicular parking within their jurisdictions; and

WHEREAS, the City of Irwindale ("City"), in recent years, has experienced an increase of Recreational Vehicle (hereafter "RV") parking within both commercial and residential areas of the City; and

WHEREAS, this increase in RV parking activity has created public health and safety concerns and has reduced the City's available parking spaces; and

WHEREAS, to minimize these health and safety and parking concerns, the City proposes an ordinance prohibiting the parking of RVs on non-residential streets, and the requirement of a City-issued Resident and/or "Out-of-Town" Visitor RV parking permit for residential streets of the City.

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

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

SECTION 2. Adoption of Code. A new section XXXX of Chapter XXX of Title XX of the Irwindale Municipal Code is hereby added to read as follows:

"**XXXX. Purpose.**
The purpose of this chapter is to mitigate the public health and safety concerns associated with the parking of recreational vehicles, increase the availability of parking for City residents, businesses and visitors and preserve the character of neighborhoods to benefit the health, safety and welfare of City residents.

XXXX. Definitions.
For the purpose of the provisions of this chapter, the following words and phrases shall be construed to have the following meanings, unless it is apparent from the context that a different meaning is intended:

A. "Recreational Vehicle" or "RV" means a motorhome, travel trailer, truck camper, camping trailer, or other vehicle or trailer, with or without motor power, designed or altered for human habitation for recreational, emergency or other human occupancy. or any structure inspected, approved and designated as a Recreational Vehicle by, and bearing the insignia of, the State of California or any other state or federal

agency having the authority to approve Recreational Vehicles. "Recreational vehicle" shall include, without limitation, any of the following: a "camp trailer," as defined by California Vehicle Code Section 242; a "fifth wheel travel trailer " as defined by California Vehicle Code Section 324; a "house car" as defined in California Vehicle Code Section 362; a "trailer" as defined in California Vehicle Code Section 630; a "trailer coach" as defined in California Vehicle Code Section 635; a “mobile home,” as defined by California Vehicle Code Section 396; a boat, watercraft and/or trailer for a boat or watercraft ; a "park trailer" as defined in California Health & Safety Code Section 18009.3; a "Recreational Vehicle" as defined in California Health & Safety Code Section 18010 and a "truck camper" as defined in California Health & Safety Code Section 18013.4.

B. "Resident" means a person who customarily resides and maintains a place of abode or who owns land within the City. It shall not mean a person who maintains an address at a mailbox drop or who rents a room which is not his or her primary place of abode nor shall it mean a person who maintains only a post office box unless that person also provides valid and verifiable evidence of residence, such as a utility bill/contract, and federal or state government-issued identification, at a street address within the City.

C. "Out-of-town visitor" means any natural person who does not reside in the City who is temporarily visiting as a guest of a resident of the City and who has applied for a temporary RV parking permit.

D. "RV temporary Guest Permit" means a limited duration parking permit for a Recreational Vehicle belonging to an out-of-town visitor issued by the City Manager of his/her designee in accordance with the provisions of this chapter.

XXXX. Permit required.

No person shall park, stop or leave standing for any period of time exceeding two (2) hours any Recreational Vehicle on any public street, highway or alley or public property or private commercial property other than automotive service facilities, within the City at any time. Recreational Vehicles shall not park within any residential zones of the City except pursuant to a temporary RV parking permit issued by the City Manager, or his/her designee, pursuant to this chapter.

XXXX. Temporary RV parking permit issuance; application; fees.

A. Purpose. The purpose of the temporary RV parking permit is to allow users and owners of Recreational Vehicles to temporarily park adjacent to their residences to load, unload, clean and maintain their Recreational Vehicles and to allow out-of-town visitors to park their Recreational Vehicles in front of the residence in which they are visiting for a limited period of time. Persons holding a valid temporary RV permit issued pursuant to this chapter may park the RV, provided the RV is parked along the curb line within the same block as the residence listed in the application for which the permit is issued, and the permit is valid. If the residence is located on a comer, then the permit holder may park along the curb line of either of the streets on the block on which the residence is located.

B. Issuance of Permit. Subject to the requirements set forth in this chapter, the City Manager or his/her designee may issue temporary RV parking permits upon receipt and approval of an application on a form established by the City.

1. Any resident may obtain a temporary RV parking permit authorizing him or her to park a Recreational Vehicle in front of his or her residence.

2. Any out-of-town visitor may obtain a RV temporary Guest Permit authorizing that visitor to park a Recreational Vehicle in front of the residence they are visiting.

3. Any RV temporary Guest Permit shall only be considered by the City Manager or his/her designee, upon the written and/or verbal verification and confirmation of the visited resident and resident's address.

C. Application. The City shall establish a temporary RV parking permit application and may promulgate administrative regulations regarding the issuance of such permits.

D. Every person desiring a temporary RV permit shall file an application containing the following:

1. The name, residential address, phone number, and email address of the Irwindale resident applying for the permit or hosting guest (if applicable).
2. The name, address, phone number, and e-mail address of the applicant for the permit.
3. The name, address, phone number, and e-mail address of the registered owner or renter of the RV.
4. Proof that the applicant is a City of Irwindale Resident. Acceptable proof of residency must be current and must include either a California driver's license or California identification card, property tax bill, or public utility bill, or a current residential rental or lease agreement.
5. Proof of current vehicle registration from the California Department of Motor Vehicles or equivalent agency from another state, and the Recreational Vehicle shall not be in a Planned Nonoperation Filing(PNO) status.
6. The vehicle license number, license state, make, model, year, color, and vehicle length, width, and height.
7. The dates for which the permit is requested.
8. Payment of a permit fee, which shall be established by resolution of the City Council.
9. Such other information as the City deems necessary for the administration or enforcement of this chapter.

E. Fees. Any person applying for a temporary RV parking permit shall pay a fee in such amount as may be established by resolution of the City Council to recover the costs of processing such permits.

XXXX. Temporary RV parking permit requirements.

A. Residential Zones. Temporary RV parking shall only be permitted in residential zones of the City.

B. Description of Permit; Display. The temporary RV parking permit shall include the license number of the vehicle authorized to be parked, the date of issuance and the date and time through which the temporary parking permit is valid. Such permit shall be placed in the vehicle in such a manner as to be clearly visible to law enforcement personnel and City 's code/parking enforcement officers.

C. Non-Transferable. The temporary RV parking permit shall be non-transferable and shall only be valid for the vehicle, date(s) and location specified on the permit.

D. Duration.

1. A temporary RV parking permit issued to a resident shall be valid for two (2) ~~seventy-two (72)twenty-four (24)~~ hour periods. The first 72-hours to allow the resident to prepare for a trip, and the second 72-hours to allow the resident to unload from a trip. A permit shall only be allowable for owners who are preparing for a trip or who are unloading, cleaning or repairing a Recreational Vehicle after a trip.

2. An RV temporary Guest Permit issued to an out-of-town visitor shall be valid for no more than ten (10)~~seven (7)~~ consecutive days.

E. Restriction on Number of Permits.

1. Each person may be issued no more than twelve (12)~~two (2)~~ temporary RV parking permits per calendar year~~month~~.

2. RV temporary Guest Permits issued to out-of-town visitors shall not exceed ten (10)~~seven (7)~~ consecutive days per month and thirty (30)~~twenty-one (21)~~ days per calendar year, per residential address.

3. No more than one temporary RV parking permit, whether issued to a resident or an out-of-town visitor, shall be issued per residential address at any given time.

F. Parking Restrictions. Temporary RV parking permits shall be subject to the following restrictions regarding where RVs may be parked when a permit is issued:

1. The permitee may only stop, park or leave standing his/her Recreational Vehicle directly in front of, or, if the property is a corner lot, on the side of, the residential address specified on the temporary RV parking permit. If the Recreational Vehicle is not parked directly in front of, or on the side of as set forth herein, such residence, the Recreational Vehicle will be subject to citation, towing or both.

2. The permittee shall not stop, park or leave standing his or her RV within ten feet from the beginning of the apron of any driveway, except at the address specified on the temporary RV parking permit, provided that the driveway is not shared

with another residence or business.

3. The permitee shall not stop, park or leave standing his or her RV within twenty feet of any intersection.

4. The permittee shall not store the Recreational Vehicle with open slide outs, and it shall not be inhabited at any time unless it is being actively cleaned, repaired, loaded or unloaded.

5. A Recreational Vehicle and/or boat parked on the roadway shall have traffic cones of no less than 12 inches in height placed on the roadway, within 5 inches from the front and rear corners of the Recreational Vehicle and/or boat that protrude furthest into the roadway.

6. The Recreational Vehicle and/or boat must be operable and shall not be stored in a dismantled state, or with severe damage.

7. Nothing in this Ordinance is designed to prevent any resident or individual who uses an RV to travel to the City of Irwindale to receive necessary care or medical services or to engage in any otherwise lawful business or activity.

G. Removal. Any Recreational Vehicle in violation of this chapter may be removed by any member of the City's police department subject to the requirements of the United States and California Constitutions, and Division 11, Chapter 10 of the California Vehicle Code Sections 22650 et seq., and stored the same in any parking lot or storage yard or garage in compliance with all applicable laws until such time as vehicle is claimed by the registered owner or his/her designated representative. The cost of removing and storing the vehicle shall be borne by the registered owner.

XXXX. Prohibited activities.

No person shall:

A. Use slide outs, pop outs or other appurtenances on a Recreational Vehicle that encroach on or into the roadway, parkway and/or sidewalk in such a manner as to interfere with the path of safe travel of vehicles and/or pedestrians.

B. Open or partially open any awnings on a Recreational Vehicle in such a manner as to interfere with the path of safe travel of vehicles and/or pedestrians.

C. Cause or permit any utility connections, electrical cords, extension cords, hoses or cables, or other items to cross over, above, on or across any public right of way, parkway, pathway, sidewalk from any residential or commercial property to a Recreational Vehicle parked on a public street, alley or highway.

D. Use power generators or other noise-generating equipment between the hours of 10:00 p.m. and 7:00 a.m. within or adjacent to a Recreational Vehicle.

E. Conduct any commercial activity that is visible from the exterior of an RV while an

RV is parked on the public right-of-way.

F. Connect a Recreational Vehicle to the public sewer system or dump waste onto public or private land or into streets, gutters or storm drains, other than those that are lawfully designated, licensed and permitted Recreational Vehicle sanitary wastewater dump stations.

G. Knowingly allow any type of grease, oil, fuel, human waste or other harmful substance to leak or be emitted onto any public right-of-way.

H. Prevent the temporary use of the street corresponding to the residence for the cleaning, loading or other short-term needs, which process does not exceed five (5) hours.

The temporary use of power to allow for the operation of medical devices or other extenuating circumstances can be considered at the discretion of the City Manager, which shall not be unreasonably withheld.

XXXX. Restricted RV Areas

A. The Police Chief or designee is authorized to designate areas where the stopping, parking or standing of an Recreational Vehicle is prohibited regardless of whether a temporary RV parking permit or RV temporary Guest Permit is obtained as follows:

1. On any street, alley or highway adjacent to any private or public school, city park, or community center; or

2. On any street, alley or highway where the stopping, parking or sanding or a Recreational Vehicle would interfere with vehicular or pedestrian traffic or otherwise create a situation hazardous to the public health, safety or welfare.

B. The Traffic Engineer or designee is authorized to designate areas where the stopping, parking or standing of a Recreational Vehicle is prohibited regardless of whether a temporary RV parking permit or RV temporary Guest Permit is obtained as follows:

1. That portion of a city street within 20 feet of an intersection; or

2. Whenever the Traffic Engineer has caused lines or painted markings or otherwise designated upon the parkway, curb, sidewalk, roadway, driveway, parking lot, or street in such a manner as to identify individual parking spaces, if the parking of a Recreational Vehicle would cross any such line or marking, or occupy more than the single space designated by said markings.

C. The Police Chief or Traffic Engineer, as applicable, shall place or cause to be placed signs on such streets, alleys or highways giving notice of the parking restriction as set forth in paragraphs A or B of this Section.

XXXX. Violations; penalties.

Any Recreational Vehicle parked in violation of this chapter shall be subject to citation, towing as authorized by California Vehicle Code Sections 22650 and 22651 or both, and revocation of any permit issued pursuant to this chapter. Any violation of Section XXXXX is punishable pursuant to Chapter XXX of this code.

XXXX. Revocation.

A. The City shall have the authority to revoke a temporary RV parking permit if the City makes any one of the following findings:

1. The Recreational Vehicle has fallen into a state of disrepair and has become a public nuisance, or a danger to pedestrians or other vehicles.

2. The Recreational Vehicle has become inoperable.

3. There have been at least three parking citations issued for the Recreational Vehicle associated with the temporary RV parking permit.

4. The applicant or the person whom the applicant is visiting is no a bona fide city resident.

5. The out-of-town guest is not a guest of the resident.

6. The permit applicant has provided information that was materially false.

7. There are public safety concerns relating to the parking of the RV on the street on which the parking would be provided, including but not limited to a street being too narrow to safely accommodate the Recreational Vehicle.

8. There has been a violation of this chapter.

B. To revoke a temporary RV parking permit, the City shall issue a notice of revocation in writing to the permittee specifying the basis for and the effective date of the revocation, which date shall be at least two (2) days after the date of the notice of revocation. To the extent a permit expires pursuant to its own terms before the effective date of such revocation, the City may use such revocation as a basis to deny a future application from the same permittee. The City's determination to revoke a temporary RV parking permit shall be final.

XXXX. Posting notice.

The City shall cause appropriate signs or markings giving notice of the restrictions provided for in this chapter, to be placed at all primary entrances to the City. Notice that a Recreational Vehicle is subject to removal for violation of this chapter shall also be provided."

SECTION 3. CEQA Findings. The City Council finds that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Code of Regulations CEQA Guidelines Section 15061(b)(3) in that it is no possibility it may have significant effect on the environment.

SECTION 4. Clerical Errors. The City Council directs the Chief Deputy City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

SECTION 5. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining provisions of this Ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 6. Effective Date. In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this xxth day of XXXX, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale do hereby certify that the foregoing Ordinance No. XXX was adopted at a regular meeting of the City Council of the City of Irwindale held on XXXX XX, 2025, and was carried by the following roll-call vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. ___ adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

_____ Dated:_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #14.A.

City of
IRWINDALE
AGENDA REPORT

Date: July 23, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Zone Change No. 03-2025 (El Nido Park)

City Manager's Recommendation:

ADOPT RESOLUTION NO. 2025-59-3647 ENTITLED, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 03-2025 AND MODIFYING THE CITY OF IRWINDALE ZONING MAP TO 1) REZONE A PARCEL FROM A-1 (AGRICULTURAL) ZONE TO RP (RECREATION AND PARKS) ZONE LOCATED AT APN: 8417-002-921, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)"

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Marilyn Simpson

Prepared by:

Jarrod Palmer, Assistant Planner

Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

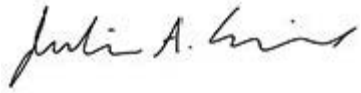
Adri R. Guerra

Kambiz Borhani, Finance Director / City Treasurer

K. Borhani

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

BACKGROUND/HISTORY
These City-initiated proposals will revise the Zoning Map to reconcile inconsistencies and make appropriate changes to support the highest and best uses.

The Irwindale General Plan serves as the blueprint for future planning and development in the City. It indicates the City's vision for the future through the policies and plans that are designed to shape the physical development of the community. This General Plan acknowledges the City's previous planning efforts, the established land use patterns in the community, and adopted development policy. The Zoning Code, Map, and related zoning designations are required to be consistent with the General Plan. Staff proposes to update the Zoning Map for consistency between the appropriate classifications.

This issue was discovered during a zoning map "clean-up" in November 2018. Since then, Planning Staff has received multiple applications that require General Plan Amendments. Zoning is one of the primary means of implementing the General Plan. The success of a General Plan rests upon the effectiveness of the Zoning Code and Map. Additionally, there should be consistency between the General Plan and Zoning as a common-sense approach to planning and transparency.

TIMELINE
On April 24, 2025, Staff opened applications to rezone Jardin de Roca Park, El Nido Park, and The Little Park.

On May 28, 2025, the property owners within 500 feet of the subject properties were notified by mail. The public notice was also published in the newspaper the day prior. This timing met the minimum public notification requirement of 20 days prior to the meeting.

On June 18, 2025, Staff recommended that the Planning Commission adopt Resolution No. 848(25) recommending that the City Council approve Zone Change No. 02-2025, Resolution No. 849(25) recommending that the City Council approve Zone Change No. 03-2025, Resolution No. 850(25) recommending that the City Council approve General Plan Amendment No. 02-2025, and Resolution No. 851(25) recommending that the City Council approve Zone Change No. 04-2025.

PLANNING COMMISSION ACTION

On June 18, 2025, the Planning Commission heard the proposed Zone Changes and General Plan Amendment items and unanimously approved the items, recommending that the City Council approve Zone Change No. 02-2025, Zone Change No. 03-2025, General Plan Amendment No. 02-2025, and Zone Change No. 04-2025.

On June 26, 2025, the property owners within 500 feet of the subject property were notified by mail of the City Council hearing. The public notice was posted in the four (4) designated public places (City Hall, Community Development Department, Library, and Post Office) on June 26, 2025 and also published in the newspaper on June 25, 2025. This timing met the minimum public notification requirement of 10 days prior to the meeting.

On July 9, 2025, the City Council heard several of the proposed Zone Changes and General Plan Amendment items and unanimously approved several of the items, including Zone Change No. 02-2025, General Plan Amendment No. 02-2025, and Zone Change No. 04-2025.

There was not a quorum for Zone Change No. 03-2025 and the item was rescheduled for a date uncertain.

On July 10, 2025, the property owners within 500 feet of the subject property were notified by mail of the City Council hearing. The public notice was posted in the four (4) designated public places (City Hall, Community Development Department, Library, and Post Office) on July 17, 2025 and also published in the newspaper on July 16, 2025. This timing met the minimum public notification requirement of 10 days prior to the meeting.

LOCATION AND SITE HISTORY

proposed Zone Change No. 03-2025 to Rezone a select Parcel from A-1 (Agricultural) Zone to rp (recreation & parks) zone LOCATED AT:

EL NIDO PARK, (APN 8417-002-921).

The property listed is currently developed as the El Nido Park, and the General Plan designates this property as a Park. However, the City's Zoning Map was not updated. The proposed Zone Change from A-1 (Agricultural) to RP (Recreation & Parks) would be consistent with current use and the existing Parks General Plan designation.

ZONING
The proposed changes to the Zoning Map will remedy the existing inconsistencies and non-conformities. The map will be updated to reflect the proposed changes.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the General Plan Amendment or Zone Changes, by themselves, will have a significant effect on the environment. However, any proposed physical development will undergo its own CEQA review when the entitlement is considered.

CONCLUSION/RECOMMENDATION

Staff recommends that the City Council take the following action:

1. Adopt Resolution No. 2025-59-3647 approving Zone Change No. 03-2025 and find the project exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, section 15061(b)(3).

Fiscal Impact:

FISCAL IMPACT
There is no cost with the City Council approval of the Zone Change.

Attachments:

1. Resolution No. 2025-59-3647 ZC No. 03-2025
2. Exhibit "B"
3. PC Staff Report ZC No. 03-2025
4. Signed Resolution No. 849(25)

ATTACHMENT "A"

RESOLUTION NO. 2025-59-3647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 03-2025 AND MODIFYING THE CITY OF IRWINDALE ZONING MAP TO 1) REZONE A PARCEL FROM A-1 (AGRICULTURAL) ZONE TO RP (RECREATION AND PARKS) ZONE LOCATED AT APN: 8417-002-921, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)

A. RECITALS.

(i) The City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, acting as the Applicant, has initiated the request for a Zone Change (Zone Change No. 03-2025) to reconcile inconsistencies on the City's Zoning Map and make appropriate changes to support the highest and best use and modify the Zoning Map to reflect the updated zoning designation at the above referenced property; and

(ii) Chapter 17.35 (Amendments to the General Plan, General Plan Map, Zoning Code and Zoning Map) of the Irwindale Municipal Code allows for changes to the classification of property whenever the public necessity, convenience, general welfare, or good practice justify such amendment, consistent with the General Plan; and

(iii) The Planning Commission has considered proposed Zone Change No. 03-2025, an amendment to the Zoning Map designation for one (1) parcel of land located at the above referenced location; and

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zone Change, by itself, will have a significant effect on the environment; and

(v) On May 22, 2025, the property owners within 500 feet of the subject property were notified by mail. The public notice was posted in the four (4) designated public places (City Hall, Community Development Department, Library, and Post Office) on May 22, 2025 and was also published in the newspaper on May 23, 2025. This timing met the minimum public notification requirement of 20 days prior to the meeting; and

(vi) On June 18, 2025, the Planning Commission conducted a duly noticed public hearing on the Zone Change at which time it received input from Staff

and the City Attorney's Office, heard public testimony, and discussed the Proposed Project; and closed the public hearing; and

(vii) On June 18, 2025 the Planning Commission adopted Resolution No. 849(25), recommending that the City Council approve the proposed Zone Change to rezone the above referenced property; and

(viii) On June 26, 2025, the property owners within 500 feet of the subject property were notified by mail. The public notice was posted in the four (4) designated public places (City Hall, Community Development Department, Library, and Post Office) on June 26, 2025 and also published in the newspaper on June 25, 2025. This timing met the minimum public notification requirement of 10 days prior to the meeting; and

(ix) On July 9, 2025, due to a lack of quorum, Staff rescheduled the item to a date uncertain; and

(x) On July 10, 2025, the property owners within 500 feet of the subject property were notified by mail. The public notice was posted in the four (4) designated public places (City Hall, Community Development Department, Library, and Post Office) on July 17, 2025 and also published in the newspaper on July 16, 2025. This timing met the minimum public notification requirement of 10 days prior to the meeting; and

(xi) On July 23, 2025, the City Council conducted a duly noticed public hearing, as required by law, on the Application, approved the Zone Change, subject to the approval of a Resolution, which details the specific conditions under which the application is approved; and

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

B. RESOLUTION.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

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

2. Based upon substantial evidence presented to this City Council during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and evidence in the City's record for the project, this City Council hereby specifically finds as follows:

a. The proposed Zone Change from A-1 (Agricultural) to RP (Recreation & Parks) is intended to encourage the highest and best use for the subject property and is determined to be in the best interests and welfare of the City and its residents.

b. The property listed is currently developed as the El Nido Park, and the General Plan designates this property as a Park. The proposed Zone Change from A-1 (Agricultural) to RP (Recreation & Parks) would be consistent with current use and the existing Parks General Plan designation.

c. The proposed Zone Change will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to properly rezone existing parcels to appropriate zoning designations and remedying inconsistencies with previously adopted ordinances and inconsistencies with the General Plan. The change to the Zoning Map will remedy the existing inconsistency and non-conformity that was specifically caused by such. The map will be updated to reflect the proposed change.

d. The affected property is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City Council determined that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zone Change, by itself, will have a significant effect on the environment.

4. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the City Council hereby adopts and approves Zone Change No. 03-2025 to change the Zoning Map as shown in Exhibit B of “Attachment “B”.

5. The Chief Deputy City Clerk shall certify the adoption of this Resolution, which shall become effective immediately.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 23rd day of July, 2025.

_____
Larry G. Burrola, 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 was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 23rd day of July 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

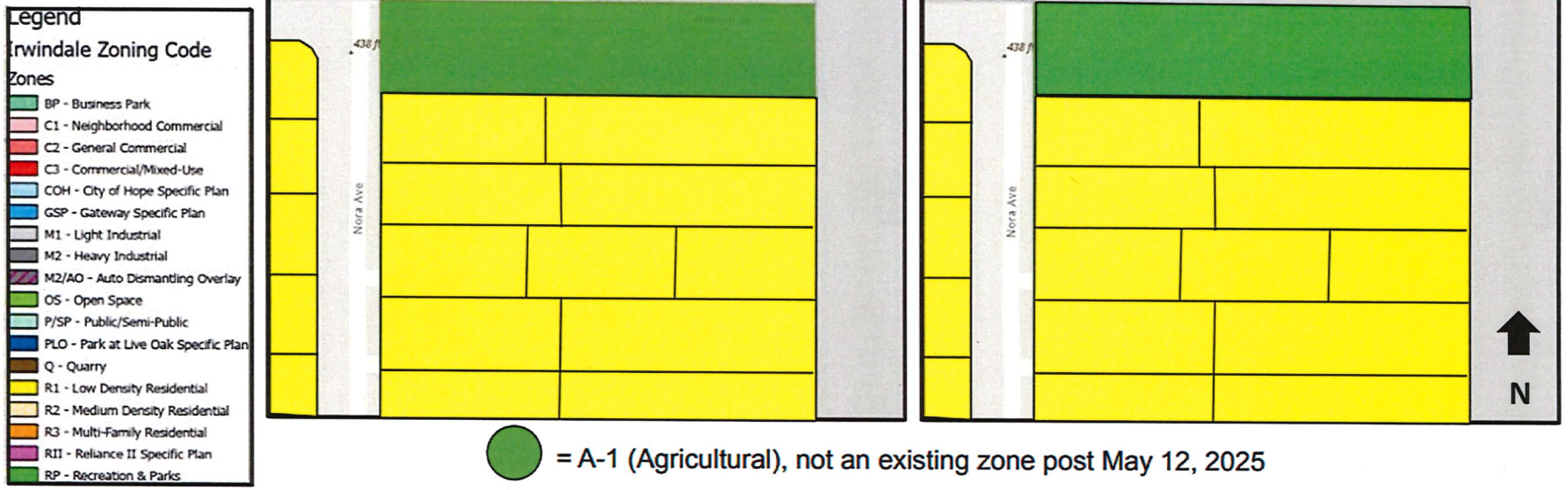
ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT "B"

ZC No. 03-2025

El Nido Park



= A-1 (Agricultural), not an existing zone post May 12, 2025

Existing

Proposed

Source: *City of Irwindale*

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: June 18, 2025 **Agenda Item No. 4-C**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Project Planner: Jarrod Palmer, Assistant Planner

Project: Zone Change No. 03-2025
Rezoning of a select property from A-1 (Agricultural) zone to RP (Recreation & Parks).

Applicant: City of Irwindale

Property Owner: City of Irwindale

Project Location: **EL NIDO PARK,** (APN 8417-002-921).

Staff Recommendation: That the Planning Commission adopt Resolution No. 849(25) recommending that the City Council adopt Zone Change No. 03-2025, to rezone a select parcel on Nora Avenue, from A-1 (Agricultural) zone to RP (Recreation & Parks).

REQUEST

The City-initiated proposal will revise the Zoning Map to reconcile inconsistencies and make appropriate changes to support the highest and best uses.

BACKGROUND/HISTORY

The Irwindale General Plan serves as the blueprint for future planning and development in the City. It indicates the City's vision for the future through the policies and plans that are designed to shape the physical development of the community. This General Plan acknowledges the City's previous planning efforts, the established land use patterns in the community, and adopted development policy. The Zoning Code, Map, and related zoning designations, are required to be consistent with the General Plan. Staff proposes to update the Zoning and General Plan Maps for consistency between the appropriate classifications.

This issue was discovered during a zoning map “clean-up” in November 2018. Since then, Planning Staff has received multiple applications that require General Plan Amendments. Zoning is one of the primary means of implementing the General Plan. The success of a General Plan rests upon the effectiveness of the Zoning Code and Map. Additionally, there should be consistency between the General Plan and Zoning as a common-sense approach to planning and transparency.

TIMELINE

On April 28, 2025, Staff opened an application to rezone El Nido Park.

On May 28, 2025, the property owners and property owners within 500 feet of the subject property were notified by mail. The public notice was also published in the newspaper the day prior. This timing met the minimum public notification requirement of 20 days prior to the meeting.

LOCATIONS AND SITE HISTORY

PROPOSED ZONE CHANGE NO. 03-2025 TO REZONE A SELECT PARCEL FROM A-1 (AGRICULTURAL) ZONE TO RP (RECREATION & PARKS) ZONE LOCATED AT:

EL NIDO PARK, (APN 8417-002-921).

The property listed is currently developed as the El Nido Park, and the General Plan designates this property as a Park. However, the City’s Zoning Map was not updated. The proposed Zone Change from A-1 (Agricultural) to RP (Recreation & Parks) would be consistent with current use and the existing Parks General Plan designation.

ZONING

Chapter 17.35 (Amendments to the General Plan, General Plan Map, Zoning Code and Zoning Map) of the Irwindale Municipal Code allows for changes to the classification of property whenever the public necessity, convenience, general welfare, or good practice justify such amendment, consistent with the General Plan. The proposed change to the

Zoning Map will remedy the existing inconsistency. The map will be updated to reflect the proposed changes.

ENVIRONMENTAL REVIEW
Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a general rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zone Change, by itself, will have a significant effect on the environment. However, any proposed physical development will undergo its own CEQA review when the entitlement is considered.

CONCLUSION/RECOMMENDATION
Staff recommends that the Planning Commission take the following action:

1. Adopt Resolution No. 849(25) recommending that the City Council approve Zone Change No. 03-2025

Alternative Actions:

2. Request that Staff 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. Request that Staff revise the project and continue the hearing to a date certain.

ATTACHMENTS:
Exhibit A: Resolution No. 849(25)
Exhibit B: Existing and Proposed Zoning Map

RESOLUTION NO. 849(25)

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRWINDALE RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPT ZONE CHANGE NO. 03-2025 AND MODIFY THE CITY OF IRWINDALE ZONING MAP TO REZONE A PARCEL FROM A-1 (AGRICULTURAL) ZONE TO RP (RECREATION & PARKS) ZONE LOCATED AT EL NIDO PARK, (APN 8417-002-921); AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

A. RECITALS.

(i) The City of Irwindale, 5050 Irwindale Avenue, Irwindale, CA 91706, acting as the Applicant, has initiated the request for a Zone Change (Zone Change No. 03-2025) to reconcile inconsistencies on the City's Zoning Map and make appropriate changes to support the highest and best use and modify the Zoning Map to reflect the updated zoning designations at the above referenced properties; and

(ii) Chapter 17.35 (Amendments to the General Plan, General Plan Map, Zoning Code and Zoning Map) of the Irwindale Municipal Code allows for changes to the classification of property whenever the public necessity, convenience, general welfare, or good practice justify such amendment, consistent with the General Plan; and

(iii) The Planning Commission has considered proposed Zone Change No. 03-2025, an amendment to the Zoning Map designation for one (1) parcel of land located at the above referenced location; and

(iv) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zone Change, by itself, will have a significant effect on the environment. ; and

(v) On June 18, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, on the Application and recommended that the City Council approve the Zone Change, subject to the approval of a Resolution, which details the specific conditions under which the application is approved; and

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

B. RESOLUTION.

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

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

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony, and evidence in the City's record for the project, this Planning Commission hereby specifically finds as follows:

   a. The proposed Zone Change from A-1 (Agricultural) to RP (Recreation & Parks) is intended to encourage the highest and best use for the subject property and is determined to be in the best interests and welfare of the City and its residents.

   b. The property listed is currently developed as the El Nido Park, and the General Plan designates this property as a Park. The proposed Zone Change from A-1 (Agricultural) to RP (Recreation & Parks) would be consistent with current use and the existing Parks General Plan designation.

   c. The proposed Zone Change will not be detrimental to the public interest, health safety, convenience, or welfare of the City. The purpose of the proposed Zone Change is to properly rezone existing parcels to appropriate zoning designations and remedying inconsistencies with previously adopted ordinances and inconsistencies with the General Plan. If adopted, the proposed change to the Zoning Map will remedy the existing inconsistency and non-conformity that was specifically caused by such. The map will be updated to reflect the proposed change.

   d. The affected property is physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle access, and public services and utilities and is served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate, to ensure that the proposed use(s) will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Planning Commission recommends

that the City Council determine that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zone Change, by itself, will have a significant effect on the environment.

4. Based upon substantial evidence and testimony received at public hearing and the findings and conclusions set forth hereinabove, the Planning Commission hereby recommends the City Council adopt and approve proposed Zone Change No. 03-2025 to change the Zoning Map as shown in attached "Exhibit A".

The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 18th day of June 2025.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 18th day of June 2025, by the following vote:

AYES: COMMISSIONERS: A. Acosta, R. Chico, M. Frymark, J. Rodriguez, C. Miranda

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson

Marilyn Simpson, AICP, Secretary

Exhibit "A"

ZC No. 03-2025

El Nido Park

Legend

Irwindale Zoning Code Zones

- BP - Business Park
- C1 - Neighborhood Commercial
- C2 - General Commercial
- C3 - Commercial/Mixed-Use
- COH - City of Hope Specific Plan
- GSP - Gateway Specific Plan
- M1 - Light Industrial
- M2 - Heavy Industrial
- M2/AO - Auto Dismantling Overlay
- OS - Open Space
- P/SP - Public/Semi-Public
- PLO - Park at Live Oak Specific Plan
- Q - Quarry
- R1 - Low Density Residential
- R2 - Medium Density Residential
- R3 - Multi-Family Residential
- RII - Reliance II Specific Plan
- RP - Recreation & Parks

= A-1 (Agricultural), not an existing zone post May 12, 2025

Existing

Proposed

Source: *City of Irwindale*