

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

OCTOBER 26, 2022

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

IRWINDALE CITY COUNCIL CHAMBER

CLOSED SESSION / OPEN SESSION – CITY COUNCIL CHAMBER

Limited Public Access

Pursuant to Irwindale Resolution No. Resolution No. 2022-97-3347

The Irwindale City Council has authorized the conduct of hybrid meetings of the City Council, including all City Commissions and committee meetings, and all regularly scheduled meetings that would normally take place in the City Council Chambers, under the provisions of Government Code Section 54956 § E, as authorized by AB 361.

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

In-Person at the City Council Chambers

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

Webinar ID: 871 0459 2389



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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING - 6:00 P.M.

A. CALL TO ORDER

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

SPONTANEOUS COMMUNICATIONS

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

C. RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9
 - A) Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394
2. Conference with Real Property Negotiator
Pursuant to California Government Code Section 54956.8
 - A) Property: Olive Pit (APN 8415-001-906, 908)
Agency negotiators: Julian A. Miranda, City Manager and Arsanious Hanna,
Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms
 - B) Property: South Manning Pit (APNs 8417-034-905; 8417-034-907, 8417-007-908)
Agency Negotiators: Julian A. Miranda, City Manager and Arsanious Hanna,
Director of Engineering / Building Official
Negotiating Parties: Los Angeles County Flood Control District
Under Negotiation: Price and Terms

D. RECONVENE IN OPEN SESSION

E. REPORT FROM CLOSED SESSION

F. ADJOURNMENT

OPEN SESSION – 6:30 P.M.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. INVOCATION**
- D. ROLL CALL: Councilmembers: Mark A. Breceda, Manuel R. Garcia; H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Larry G. Burrola**
- E. CHANGES TO THE AGENDA**
- F. COUNCIL MEMBER TRAVEL REPORTS**
- G. COUNCILMEMBER COMMENTS**
- H. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
- I. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month – Irwindale Brew Yard
 - 2. Anita Hernandez – 2022 Business Expo and Taste of Irwindale
 - 3. Recognition of 2022 Business Expo and Taste of Irwindale Volunteers
 - 4. Recognition of Spectrum – Business of the Year, San Gabriel Valley Economic Partnership
 - 5. eSGV Energy Efficiency Program

SPONTANEOUS COMMUNICATIONS

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

Tier 1: In-person attendees

Tier 2: Teleconference attendees

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

Tier 4: Teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

1. **CONSENT CALENDAR**

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

A. Minutes

None for approval

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Approve the Purchase of Axon Taser 7 Conducted Energy Devices for the Police Department

Department: Police

Recommendation: (1) **Adopt Resolution No. 2022-96-3346** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (C), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF THIRTY ONE (31) AXON TASER 7 CONDUCTED ENERGY DEVICES FOR THE IRWINDALE POLICE DEPARTMENT AND APPROPRIATING FUNDS".

D. Biennial Conflict of Interest Update

Department: Administration /City Clerk

Recommendation: **Adopt Resolution No. 2022-93-3343** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2020-68-3228 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS" reading by title only and waiving further reading thereof.

E. Approval of the Citywide Residential Curb Address Painting Project

Department: Public Services

Recommendation: **Adopt Resolution No. 2022-103-3353** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FISCAL YEAR 2022/2023

ADOPTED BUDGET, ESTABLISHING A CAPITAL IMPROVEMENT PROJECT, AND APPROPRIATING FUNDS FOR THE CURB ADDRESS PAINTING PROJECT IN FRONT OF RESIDENTIAL HOMES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CARE FOR THE CHILDREN” reading by title only and waiving further reading thereof.

F. Consideration of Proposed Personnel Adjustments

Department: Administration / Human Resources

Recommendation: Authorize the proposed personnel adjustments as outlined in the report by **adopting Resolution No. 2022-101-3351** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

G. Approve the Purchase of Two (2) Public Services Vehicles and Waive Formal Bidding Procedure

Department: Public Services

Recommendation: **Adopt Resolution No. 2022-102-3352** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION".

H. Investment Quarterly Report – September 30, 2022 (Joint item for all agencies)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2022.

I. Request to Approve a Professional Contract Services Agreement with PlaceWorks, Inc. for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the construction of three (3) speculative industrial buildings totaling ±991,090 square feet (Building 1: 240,580 sf., Building 2: 676,400 sf., Building 3: 74,110 sf.) with associated standard vehicle and trailer parking and an optional battery energy storage system for property located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042)

Department: Community Development / Planning

Recommendation: Approve the contract with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use

entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

- J. Request to approve Amendment No. 1 to the Professional Consulting Contract with Environmental Science Associates (ESA) to complete the preparation of an updated Housing Element, Safety Element, and development of an Environmental Justice Element and the appropriate Environmental Review document in compliance with State Law

Department: Community Development

Recommendation: (1) Approve Amendment No. 1 to the Professional Consulting Contract with Environmental Science Associates (ESA) for a budget augment in the amount of \$145,000 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document; and (2) **Approve Resolution No. 2022-100-3350** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2022-2023 BUDGET BY APPROPRIATING \$145,000 FOR AMENDMENT NO. 1 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT"

- K. Request to Approve a Project Reimbursement Agreement between the City and KP Irwindale Owning, LLC ("Applicant") for CEQA and City Attorney Costs Associated with the Proposed Industrial and Optional Battery Energy Storage System Development to be Located at 13620 Live Oak Lane (APNs 8532-002-035 and -042)

Department: Community Development / Planning

Recommendation: Approve the Project Reimbursement Agreement with KP Irwindale Owning, LLC for the reimbursement of costs associated with all CEQA work conducted and all necessary CEQA documents prepared by the CEQA consultant selected by the City as Lead Agency and costs incurred by the City's Attorney's office to process and negotiate permits, entitlements and proposed conditions of approval of the project.

2. NEW BUSINESS

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

- A. Verbal Report on the Creation of Ad-hoc Committee for the Installation of Military Flags at the Veterans Monument
- B. Verbal Report on the Creation of Ad-hoc Committee for Founding Mothers' Monument

- C. Verbal Update on Irwindale Car Wash Parking/Allen Drive

3. PUBLIC HEARINGS

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

4. CITY MANAGER'S REPORT

5. AGENDA ITEMS REQUESTED BY COUNCIL MEMBERS

- A. Flashing Crosswalks on Irwindale Avenue (Requested by Councilmember Ortiz)

6. ADJOURN

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

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

- A. Minutes

None for approval

- B. Warrants

None for approval

- C. Investment Quarterly Report – September 30, 2022 (Joint item for all agencies)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2022.

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. ADJOURN

HOUSING AUTHORITY

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.

1. CONSENT CALENDAR

A. Minutes

None for approval

B. Investment Quarterly Report – September 30, 2022 (Joint item for all agencies)

Department: Finance

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2022.

2. NEW BUSINESS

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

3. PUBLIC HEARINGS

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

4. 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 October 26, 2022, be posted at the City Hall, Library, and Post Office on October 20, 2022.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 10/20/2022 10:31 AM



CC Item 1B

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78194	CALIFO56	California State Disbursement Unit	10/06/2022	604.15
78195	CALIFO57	California State Disbursement Unit	10/06/2022	143.07
78196	Cat Spec	Cat Specialities Inc	10/06/2022	647.84
78197	AMERIC34	American Fidelity Assurance Co	10/06/2022	2,733.64
78198	BALLI01	Shayna Balli	10/06/2022	630.69
78199	BARBOS04	Dolores Barbosa	10/06/2022	300.00
78200	BLACKA	Black & White Emergency Vehicles	10/06/2022	21,795.09
78201	FLORE01	Karla Flores	10/06/2022	845.00
78202	LAKESH01	Lakeshore Learning Materials	10/06/2022	299.58
78203	LEDEZMA	Erica Ledezma	10/06/2022	1,680.00
78204	LG2WB01	LG2WB Engineers, Inc	10/06/2022	4,142.25
78205	LSA01	LSA Associates, Inc.	10/06/2022	44,128.75
78206	OPTUM01	OptumRx, Inc.	10/06/2022	20,819.67
78207	PAIK01	Sumako Paik	10/06/2022	240.00
78208	PETTYC05	City of Irwindale Petty Cash	10/06/2022	446.33
78209	PLACE01	PlaceWorks, Inc.	10/06/2022	4,622.50
78210	STATE001	State Of California	10/06/2022	64.00
78211	STRASSE	Strasse Sport Autobody and Collision	10/06/2022	6,818.88
78212	WAGONER	Pamela Wagoner	10/06/2022	250.00
78213	YTIRES	Y Tire Sales	10/06/2022	549.29
78214	BARBO01	Fred & Rebecca Barbosa	10/13/2022	66,505.50
78216	GUZMANM	Maggie Guzman	10/13/2022	2,807.07
78217	ALLIAN	Alliant Insurance Services, Inc.	10/13/2022	2,297.00
78218	ARIAS01	Michael Arias	10/13/2022	325.92
78219	AT&T06	AT & T	10/13/2022	64.58
78220	FINOY	Yvonne Benner	10/13/2022	72.26
78221	CAMPOS05	Rudy Campos	10/13/2022	33.70
78222	CHART01	Charter Communications	10/13/2022	275.79
78223	DEPART02	Department Of Industrial	10/13/2022	450.00
78224	FERN02	Norma Fernandez	10/13/2022	75.00
78225	FRONT01	Frontier Communications	10/13/2022	555.22
78226	GARC04	Patricia Garcia	10/13/2022	75.00
78227	GARCI12	Rocio Garcia	10/13/2022	75.00
78228	IRWIND21	Irwindale Hand Wash & Auto Detail	10/13/2022	3,034.82
78229	ORANGE01	Orange County Sheriff's	10/13/2022	139.00
78230	ORANGE01	Orange County Sheriff's	10/13/2022	139.00
78231	PONCE04	Delicia Ponce	10/13/2022	120.00
78232	PURCHA	Purchase Power	10/13/2022	2,020.99
78233	PUSEYS	Sandra Pusey	10/13/2022	75.00
78234	RACAN01	Monica Racanoj	10/13/2022	75.00
78235	SANCH01	Jaycon Sanchez	10/13/2022	245.55
78236	TRUJI01	Jessica Trujillo	10/13/2022	75.00
78237	verizonw	Verizon Wireless	10/13/2022	2,267.86
78238	VIDA01	Michael Vidal	10/13/2022	200.00
78239	WAGN02	Jeanette Wagner	10/13/2022	1,700.00
78240	ZEPEDA04	Dena Zepeda	10/13/2022	75.00
78241	BANKOF03	Bank of The West	10/13/2022	20,460.39

Check No	Vendor No	Vendor Name	Check Date	Check Amount
78242	ADVANT	Advantage Ford	10/26/2022	83.65
78243	AFFORD01	Affordable Generator Services, Inc.	10/26/2022	1,389.81
78244	ALLCI01	All City Management Services, Inc	10/26/2022	932.10
78245	AUTOGR01	Auto-Graphics, Inc.	10/26/2022	2,408.75
78246	AZUSAP01	Azusa Plumbing Supply	10/26/2022	2,998.54
78247	B&BTIR	B & B Tires Service	10/26/2022	25.00
78248	BAKER01	Baker & Taylor Books	10/26/2022	170.02
78249	BILLST	Bill's Truck Repair, Inc.	10/26/2022	318.00
78250	BLACKA	Black & White Emergency Vehicles	10/26/2022	3,608.21
78251	BRITEW	BriteWorks, Inc.	10/26/2022	13,539.95
78252	CALI12	California Consulting Inc.	10/26/2022	4,500.00
78253	CARQUEST	Carquest	10/26/2022	16.23
78254	Cat Spec	Cat Specialities Inc	10/26/2022	131.29
78255	CINTAS	Cintas Corporation #693	10/26/2022	475.33
78256	CITYOF11	City of Azusa	10/26/2022	775.00
78257	CIVIC02	CivicPlus, LLC	10/26/2022	2,758.34
78258	COUNTY04	County of Los Angeles	10/26/2022	4,645.42
78259	LOSANG33	County of Los Angeles	10/26/2022	43,637.74
78260	DAVIDE	David Evans & Associates Inc	10/26/2022	496.60
78261	DEMCOI	Demco, Inc.	10/26/2022	151.51
78262	BALLOO	Carol Diess	10/26/2022	45.00
78263	ENVI01	Envisionware, Inc.	10/26/2022	875.96
78264	ESTRA01	Estrada's Smog Check	10/26/2022	165.00
78265	FILLG01	Fill Good Landscaping	10/26/2022	400.00
78266	GARVEY	Garvey Equipment Co	10/26/2022	160.08
78267	GEOLOG	Geologic Associates	10/26/2022	14,744.50
78268	HASA01	Hasa Inc.	10/26/2022	1,601.37
78269	INTELL01	Intelli-tech, Inc.	10/26/2022	23,959.00
78270	IRWIND23	Irwindale Business Center	10/26/2022	414.38
78271	ITERIS	Iteris, Inc.	10/26/2022	8,994.76
78272	COORYE	Samir M. Khoury	10/26/2022	7,811.00
78273	LANDSC	Landscape Warehouse III Inc.	10/26/2022	476.16
78274	LEXISN	LexisNexis Risk Solutions	10/26/2022	151.50
78275	LINN01	Deborah Linn	10/26/2022	2,125.00
78276	MAINTE01	Maintex	10/26/2022	313.57
78277	CALIBE01	Lawrence E. Marino	10/26/2022	2,527.89
78278	MARIPO	Mariposa Landscapes, Inc.	10/26/2022	8,796.00
78279	MERCUR	Mercury Fence Co., Inc.	10/26/2022	200.00
78280	MICH01	Michael Business Machines Corp	10/26/2022	2,938.75
78281	MOTOR01	Motorola Solutions, Inc.	10/26/2022	1,521.81
78282	OFFICE03	Office Depot	10/26/2022	1,622.15
78283	ORKINP	Orkin Pest Control	10/26/2022	462.00
78284	PROPRINT	Pro Printing, Inc.	10/26/2022	2,486.37
78285	PACIFI13	Rene David LTD	10/26/2022	330.47
78286	RICOH02	Ricoh USA, Inc	10/26/2022	1,673.13
78287	RIOHON01	Rio Hondo College	10/26/2022	125.00
78288	ROADLI	Roadline Products Inc. USA	10/26/2022	1,296.43
78289	SWT01	SWT Engineering, Inc.	10/26/2022	168.00
78290	TEDJOH	Ted Johnson Propane	10/26/2022	43.29
78291	NORTHR	The Northridge Group, Inc.	10/26/2022	5,686.36
78292	TRIANG01	Triangle Truck Parts	10/26/2022	30.76
78293	ULINE01	Uline	10/26/2022	621.09
78294	UNITED05	United Rentals, Inc.	10/26/2022	169.98
78295	UNITED11	United Site Services of CA Inc	10/26/2022	589.50
78296	V&V01	V & V Manufacturing, Inc.	10/26/2022	127.83
78297	WALT01	Walters Wholesale Electric Co.	10/26/2022	971.48
78298	WESTCO05	West Coast Arborists, Inc.	10/26/2022	6,717.90

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Report Total (104 checks):				400,405.34

Electronic Payments

September 2022

September 1 - 30, 2022



Reference Number	Vendor Name	Date	Amount
4171637122	Bank of the West	9/14/2022	31,559.89
4947026 & 4948763	CJPIA	9/15/2022	71,174.19
		Report Total:	<u>102,734.08</u>

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1C

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve the purchase of Axon Taser 7 Conducted Energy Devices for the Police Department.

City Manager's Recommendation:

Adopt Resolution No. 2022-96-3346 entitled, "A Resolution Of The City Council Of The City Of Irwindale Waiving Formal Bidding Procedures Pursuant To Irwindale Municipal Code Section 3.44.080(C), Authorizing The Issuance Of A Purchase Order And Authorizing The City Manager To Enter Into A Purchase Agreement For The Purchase Of Thirty One (31) Axon Taser 7 Conducted Energy Devices For The Irwindale Police Department And Appropriating Funds."

Administrative Action:

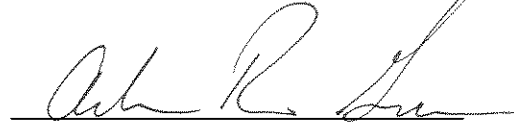
Prepared & Submitted by:

Robert Castro, Interim Police Chief
(626) 430-2234

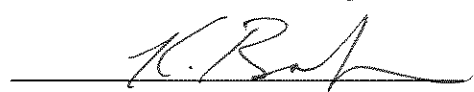


Reviewed by:

Adrian R. Guerra, City Attorney

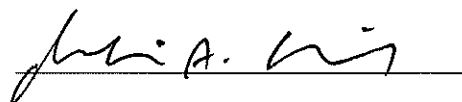


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Police Department is currently looking for new ways to engage with our community and having their support and partnership is vital for effective community policing. Providing proper training and law enforcement equipment to the City of Irwindale's police personnel is imperative for the protection and safety of the community and the City's police personnel.

The Irwindale Police Department's current stock of Conducted Energy Devices C.E.D. (aka TASERS) are either inoperative or no longer serviceable. The Tasers previously used by the police department have been obsolete for several years, as they are approximately 12 years old. The use of Tasers is a "Less than Lethal" law enforcement mechanism used by virtually every law enforcement agency in the United States.

Equipping Irwindale Police Department personnel with new Tasers will provide an essential "Less than Lethal" tool to assist in de-escalating potentially deadly and violent situations, and would support the City's law enforcement activities. .

Irwindale Municipal Code ("IMC") Section 3.44.080(C) states that the city council may dispense with formal bidding procedures when "the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area."

There is only one C.E.D. that is approved for law enforcement use in the United States, known as the Axon TASER. Axon's model Taser 7 is the state of the art contemporary C.E.D. available. The Axon's TASER 7 are the most advanced and effective "C.E.D." to date providing officers the ability to de-escalate dangerous situations and potentially avoid the use of deadly force. The TASER 7 is a much improved model that carries two cartridges that have been optimized for close range use and has a daylight green laser to help improve accuracy during both day and night situations.

The Axon Taser 7 is only available from one vendor within the City's geographic and operational area, therefore it is recommended that the City Council dispense with formal bidding requirements and authorize the sole source purchase of Tasers. The contract for the purchase of 31 Taser 7 devices includes all necessary equipment for training, instructor materials and certifications, full warranty and support and any necessary replacement supplies for five years (the working life expediency of Tasers).

The recommended and sole source vendor ProForce Law Enforcement is offering a \$4,860.00 discount to "trade in" the 27 obsolete X26 Tasers currently in storage. This discount has been applied to the final net price of \$116,880.30. There are no additional anticipated expenses related to the Taser 7 purchase during the five years of the included warranty agreement.

Fiscal Impact:

The funding for the purchase, six years warranty, and supplies totaling \$116,880.30 will be disbursed from the Asset Forfeiture Fund account 16-35-370-42251-0000, which is separate from the General Fund.

Attachments:

Axon Enterprise, Inc., Sole Source Letter

Price quote and standard terms and conditions from Axon Enterprise Inc.

Proposal Summary of Product

RESOLUTION NO. 2022-96-3346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(C), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF THIRTY ONE (31) AXON TASER 7 CONDUCTED ENERGY DEVICES FOR THE IRWINDALE POLICE DEPARTMENT AND APPROPRIATING FUNDS

WHEREAS, providing proper training and law enforcement equipment to the City of Irwindale's police personnel is imperative for the protection and safety of the community and the City's police personnel; and

WHEREAS, the Irwindale Police Department's current stock of Conducted Energy Devices ("C.E.D.", aka "tasers") are either inoperative or no longer serviceable. The Tasers previously used by the police department have been obsolete for several years, as they are approximately 12 years old; and

WHEREAS, the use of tasers is a "Less than Lethal" law enforcement mechanism used by virtually every law enforcement agency in the United States; and

WHEREAS, equipping Irwindale Police Department personnel with new tasers will provide an essential "Less than Lethal" tool to assist in de-escalating potentially deadly and violent situations, and would support the City's law enforcement activities; and

WHEREAS, Irwindale Municipal Code ("IMC") Section 3.44.080(C) states that the city council may dispense with formal bidding procedures when "the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area"; and

WHEREAS, there is only one C.E.D. that is approved for law enforcement use in the United States, known as the Axon Taser; and

WHEREAS, Axon's model Taser 7 is the most advanced and effective C.E.D. to date, providing officers the ability to de-escalate dangerous situations and potentially avoid the use of deadly force. The Taser 7 is a much improved model that carries two cartridges that have been optimized for close range use and has a daylight green laser to help improve accuracy during both day and night situations; and

WHEREAS, the Axon Taser is only available for purchase from one vendor, ProForce Law Enforcement, within the City's geographical and operational area; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080(C), authorize the issuance of a purchase order to, and execution of a purchase agreement with, ProForce Law Enforcement for the purchase of 31 Axon Taser 7's for the Irwindale Police Department, and appropriate \$116,880.30 from the City's Federal Asset Forfeiture Account for the purchase.

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

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

SECTION 2. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase thirty one (31) Axon Taser 7's pursuant to Irwindale Municipal Code Section 3.44.080(C) and authorizes the issuance of a purchase order to ProForce Law Enforcement for the same.

SECTION 3. The City Council of the City of Irwindale hereby authorizes and appropriates \$116,880.30 from the City's Federal Asset Forfeiture Account to purchase the tasers.

SECTION 4. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with ProForce Law Enforcement, to purchase the tasers. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent of this Resolution.

SECTION 5. 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 6. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 26th day of October 2022.

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. 2022-96-3346 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

08/04/2022

To: Irwindale Police Department

Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Packages

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only available for purchase from Axon Enterprise. Axon is also the sole distributor of all Axon product packages in the United States of America.

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
5. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, Axon Fleet Signal, and auto tagging.
14. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, Axon Fleet Signal, and auto tagging.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

15. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
16. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

The "Axon + Delta Logo," Axon, Axon Aware, Axon Citizen, Axon Evidence, X2, X26P, TASER, and TASER 7, are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2021 Axon Enterprise, Inc.

PROFORCE

LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	610674	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF IRWINDALE
5050 NORTH IRWINDALE AVE

IRWINDALE CA 91706

SHIP
TO

IRWINDALE POLICE DEPT
5050 N IRWINDALE AVENUE

IRWINDALE CA 91706

626-856-0471

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/04/22	000077	A	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
31	NON-STOCK TASER 7 CERTIFICATION PLAN FOR T7 CERTIFICATION PLAN YEAR 1 PLAN INCLUDES THE FOLLOWING: *T7 HANDLE (28) -FREE HANDLES; 1 FOR EVERY 30 ORDERED- *HOLSTER (28) *RECHARGEABLE BATTERY (33) - 1 FREE BATTERY FOR EVERY 5 ORDERED- *DOCK & CORE (1) *EVIDENCE.COM (28) - 1 YEAR ACCESS *HARDWARE WARRANTY - 5 YEARS ON HANDLES, BATTERIES, AND DOCK & CORE- *UNLIMITED DUTY CARTRIDGES *TRAINING CARTRIDGES (8 PER HANDLES, PER YEAR) *INSTRUCTOR COURSE VOUCHER (1)	3,600.00	EA .00	111,600.00
27	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED 25 X26 & 2 X26P TRADE INS AS OUTLINED IN TRADE AGREEMENT. TRADE IN VALUE MAY BE DECREASED IF ITEMS ARE NOT IN DESCRIBED OR STATED CONDITION. AGENCY RESPONSIBLE FOR SHIPPING	180.00-	EA .00	4,860.00CR

COMMENT	
TERMS	

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE# PAGE

610674 2

QUOTE

SHIP DATE

A.S.A.P.

SOLD
TO

CITY OF IRWINDALE
5050 NORTH IRWINDALE AVE

IRWINDALE CA 91706

SHIP
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IRWINDALE POLICE DEPT
5050 N IRWINDALE AVENUE

IRWINDALE CA 91706

626-856-0471

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/04/22	000077	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors. ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to john.gall@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items IMPORTANT: To order from this quotation, please sign below.					
	COMMENT					
	TERMS					

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE# PAGE

610674 3

QUOTE

SHIP DATE
A.S.A.P.

SOLD
TO

SHIP
TO

CITY OF IRWINDALE
5050 NORTH IRWINDALE AVE

IRWINDALE POLICE DEPT
5050 N IRWINDALE AVENUE

IRWINDALE CA 91706

IRWINDALE CA 91706

626-856-0471

JOB #	ORD. DATE	CUST. #	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/04/22	000077	A	GREGG MCCLUNG	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE		
	Printed Name: <u>ROBERT CASTRO</u>					
	Date: _____	P.O.: _____				
	Signature: <u>[Signature]</u>					
COMMENT OR IRWINDALE PD BY JOHNN GALL FOR RYAN SCHREIBER TERMS DUE NET 30 DAYS					SALES AMOUNT	106,740.00
					9.500% SALES TAX	10,140.30
					SUB TOTAL	116,880.30

/TASER 7



CONFIDENCE. CONNECTIVITY. COMMUNITY. THE POWER TO DE-ESCALATE

DE-ESCALATE WITH CONFIDENCE / CONNECT TO SAVE TIME / FOCUS ON COMMUNITIES

TASER 7 – the most effective CEW ever – gives officers the confidence to de-escalate dangerous situations, provides improved integration to the Axon network for optimized workflows, and further demonstrates your commitment to keeping communities safe with reality-based training that improves outcomes.

FEATURES AND BENEFITS

• CLOSE-RANGE OPTIMIZED

93% increased probe spread at close range, where 85% of deployments occur, according to agency reports

• IMPROVED DARTS

TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles

• ADAPTIVE CROSS-CONNECT

Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects

/ RAPID ARC

Delivers similar electrical charge as previous models but at a faster rate, causing more rapid incapacitation

/ INVENTORY MANAGEMENT

Using the Axon Device Manager mobile application to assign weapons and accessories dramatically reduces the time it takes to manage devices in the field. This new functionality includes enhanced inventory search and status updates

/ DOCK-AND-WALK FUNCTIONALITY

Firmware updates and weapon log downloads occur automatically, saving your agency time and ensuring your weapons are always up to date

/ RECHARGEABLE BATTERY

One battery for the life of the weapon

/ DAYLIGHT GREEN LASER

Improve your aim with a more visible green daylight laser

/ LOUDER ARC

Further enhances TASER 7 as a de-escalation tool

/ ENHANCED DATA MANAGEMENT

Full integration into the Axon Evidence (evidence.com) ecosystem, with re-designed pulse graphs and firing logs managed as evidence

/ IMPROVED ERGONOMIC DESIGN

Operational interfaces have been refined through extensive user feedback

SPECIFICATIONS

WEATHER RESISTANCE: IP53 Ingress Protection
MIL-STD-810G Test Method 510.6 (sand and dust),
Method 506.6 (rain) IEC 60529

HOUSING: High Impact Polymer

OPERATING TEMPERATURE: - 4° F to 122° F
[-20° C to 50° C]

DROP TEST: 5 feet

HUMIDITY: 85% Relative, Non-condensing

LASER: Top - High Visibility Green Class 2;
Bottom - Red Class 2

ILLUMINATION: 210 Lumen Light Emitting Diode
(LED)

WARRANTY: 1 year from date of receipt

SERVICE LIFE: 5 Years (Recommended)



NEWEST TASER SMART WEAPON

- *Re-engineered* to dramatically reduce ineffective deployments.
- *Comprehensively re-constructed training program* designed to drive consistent, best-case outcomes to avoid injury and loss of life.
- Program management redesigned to create new efficiencies with *new workflow* for time and cost savings.

SIGNIFICANTLY IMPROVED EFFECTIVENESS

- There are 3 key reasons why TASER deployments can be ineffective today.
 1. Probes connect too closely to one another to deliver incapacitation. (*AKA Close Probe Spread*)
 2. One or both probes miss their mark or bounce off of subjects. (*AKA Single Probe Hit/Misses*)
 3. Probes initially seat within clothing but are dislodged with movement or contact. (*AKA Clothing Disconnects*)

SIGNIFICANTLY IMPROVED EFFECTIVENESS

- The TASER 7 re-design responds to those top key causes of ineffectiveness.
 - ❖ New probes fly straighter & faster for better accuracy, impacting with twice the kinetic energy dispersed over a larger surface to compress thicker clothing. They seat and stay within clothing and subjects far more consistently.
 - ❖ TASER 7 is substantially more effective at close range where 90% of deployments occur. With an increased probe spread, close quarter deployments are optimized to deliver NMI rather than localized pain. Conversely, longer ranges are optimized with shorter spread cartridges.
 - ❖ TASER 7 utilizes current levels of electricity with dramatically improved efficiency for greater, more consistent incapacitation.

RE-DESIGNED TRAINING TO OPTIMIZE EFFECTIVENESS AND PROMOTE DE-ESCALATION

- Enhanced training increases focus on dynamic scenarios intended to better prepare users for real-world applications of the improved technology.
- Online preliminary training will reduce classroom time and allow trainers to allocate greater resources for hands-on exercises.
 - Trackable modules and assessment scores dramatically improve accountability
- Interactive content shift: New technology incorporates Virtual Reality (VR) empathy training, which directs officers to consider their force options from the viewpoint of the community.

ENHANCED PROGRAM MANAGEMENT

- The TASER 7's new "dock and walk" workflow ensures optimized, healthy and updated devices with consistent data capture, while eliminating battery replacement costs through recharging. This also eliminates cables and manual work.
- Device management by simple mobile application ensures rapid assignment/re-assignment of all TASER 7 CEWs, and now cartridges for maximum accountability.

SUMMARY - TASER 7 CEW

- Completely re-engineered devices are safer, more accurate and more effective where they are most commonly deployed.
- Completely re-designed TASER 7 training better prepares officers for real-world usage, and better equips them to deescalate when possible.
- The new TASER 7 program management model takes advantage of lessons learned from other connected technologies (like body-worn cameras) carried by law enforcement worldwide, delivering consistent administration of a healthier program with increased automation. Program administrators will spend less time on a better program.

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

City of
IRWINDALE
AGENDA REPORT

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Biennial Conflict of Interest Code Update

City Manager's Recommendation:

Adopt Resolution No. 2022-93-3343 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2020-68-3228 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS" reading by title only and waiving further reading thereof.

Administrative Action:

Prepared / Submitted by:

Laura Nieto, Chief Deputy City Clerk
(626) 430-2202



Reviewed by:

Adrian Guerra, City Attorney

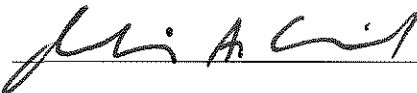
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Political Reform Act (Government Code Section 81000, et seq.) requires public agencies in California to adopt a Conflict of Interest code. This code designates positions required to file Statements of Economic Interests (Fair Political Practices Commission "FPPC" Form 700), and assigns disclosure categories specifying the types of interests to be reported. Form 700 is a public document intended to alert public officials and members of

the public to the types of financial interests held by certain employees, consultants, and members of boards and commissions which may create conflicts of interest if these persons are likely to be involved in decision-making that could affect their own financial interests.

Each local agency code must contain the following:

1. Terms of the Code

The terms of the code comprise the main body of a code and include such provisions as the manner to report financial interests, the disqualification procedures, etc. The FPPC recommends that agencies incorporate FPPC Regulation 18730 by reference because the type of information required to be in the main body of the code is complex, and Regulation 18730 contains all of these provisions. Staff has adhered to this recommendation and has included the most recently adopted version of Regulation 18730 as Appendix A to the proposed Resolution.

2. Designated Positions

The code must specifically list positions that make or participate in making decisions. Typically, positions that involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review must be included in codes. *Note: Positions listed in Government Code Section 87200 (i.e. Members of the City Council, Members of the Planning Commission, City Manager, City Attorney, City Treasurer, etc.) are not required to be included, as these positions are required to file Form 700 pursuant to Government Code 87200.*

To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Form 700s.

Since the City Council's last review and adoption of the Conflict of Interest Code in 2020, there have been substantial changes to the agency's organizational structure, positions have been eliminated or renamed, and new positions have been added.

The City's Executive Team has reviewed the list of designated employees and the following updates have been provided. Updates have been made in accordance with the Resolutions and recommendations listed below:

Position	Disclosure Categories	Add / Remove / Update	Replace With	Note
Aquatics Supervisor	2	Add		Resolution 2021-56-3268
Associate Engineer	2	Remove		Position currently frozen/unfunded
Benefits Administrator	2	Add		Resolution No. 2021-123-3245
City Engineer / Building Official	1,2	Update	Director of Engineering / Building Official	Resolution No. 2021-24-3236

Community Development Manager / City Planner	2	Remove		Position currently frozen / unfunded
Director of Community Development	1,2	Update	Community Development Director	Resolution No. 2021-24-3236
Deputy City Clerk	2	Remove		Position currently frozen / unfunded
Economic Development Coordinator	2	Remove		Position currently frozen / unfunded
Housing Coordinator	2	Add		Resolution No. 2022-25-3275
Maintenance Lead Worker	2	Remove		Substantial change in duties since schedule was last approved
Police Chief	1,2	Update	Chief of Police	
Project Manager – Construction Compliance	1,2	Update		Disclosure Category 2 only
Project Manager – Mining	2	Remove		Position currently frozen / unfunded
Public Services Director	1,2	Add		Resolution No. 2021-24-3236
Public Works Services Manager	1,2	Remove		Position currently frozen/unfunded
Senior Human Resources / Risk Manager	2	Remove		Position currently frozen/unfunded
Senior Management Analyst	2	Remove		Position is currently frozen / unfunded
Senior Planner	1,2	Update		Disclosure Category 2 only

It would now be appropriate for the Conflict of Interest Code to be updated, incorporating the changes indicated in the table above.

Fiscal Impact:

There is no fiscal impact associated with the adoption of the proposed resolution.

Attachments:

Proposed Resolution No. 2022-93-3343

Resolution No. 2020-68-3228

RESOLUTION NO. 2022-93-3343

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING RESOLUTION NO. 2020-68-3228 AND ESTABLISHING A CONFLICT OF INTEREST CODE FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS

A. Recitals.

(i) The Political Reform Act of 1974, California Government Code §§81000 *et seq.* has in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest codes adopted and promulgated pursuant to its provisions.

(ii) The Fair Political Practices Commission has adopted a regulation, Division 6 of Title 2, California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after requisite public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code §§11370, *et seq.*

(iii) Incorporation by reference of the terms of the aforementioned regulation and amendments to it in this City's Conflict of Interest Code will save this Council time and expenditure of public funds by minimizing the actions required of this Council to maintain conformity with the Political Reform Act.

(iv) Pursuant to the provisions of California Government Code §87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given adequate notice and a fair opportunity to present their views.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Irwindale, does hereby find, determine and resolve as follows:

1. The above recitals, Part A of this Resolution, are true and correct, and incorporated herein by this reference.

2. The Conflict of Interest Code adopted by this City Council on September 23, 2020 by Resolution No. 2020-68-3228, is hereby repealed in its entirety.

3. The terms of Division 6 of Title 2, California Code of Regulations §18730 (a copy of which is attached as Appendix A) and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix A in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for the staff of the City of Irwindale.

4. Persons holding designated positions shall file statements of economic interests pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in Cal. Code of Regs. §18730b(4) and (5).

5. The Chief Deputy City Clerk shall certify to the adoption of this Resolution, which shall in turn, take immediate effect.

PASSED, APPROVED, AND ADOPTED this 26th day of October 2022.

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. 2022-93-3343 was passed, approved, and adopted at a regular meeting of the City Council of the City of Irwindale held on the 26th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAINED: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPENDIX

A

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of \$100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

- nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).
27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).
31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).

APPENDIX B

<u>Designated Employees</u>	<u>Disclosure Categories</u>
Aquatics Supervisor	2
Assistant City Engineer	2
Assistant Engineer	2
Assistant to the City Manager	2
Associate Planner	2
Benefits Administrator	2
Chief Deputy City Clerk	2
City Librarian	2
Code Enforcement Officer	2
Construction Compliance Manager	2
Executive Assistant	2
Finance Manager	2
Housing Coordinator	2
Human Resources / Risk Manager	2
Information Technology Manager	2
Maintenance Lead Worker	2
Management Analyst	2
Police Captain	2
Police Lieutenant	2
Project Manager – Construction Compliance	2
Public Works Maintenance Supervisor	2
Recreation Manager	2
Recreation Supervisor	2
Senior Center Manager	2
Senior Code Enforcement Officer	2
Senior Finance Analyst	2
Assistant City Attorney	1, 2
Assistant City Manager	1, 2
Chief of Police	1, 2
Community Development Director	1, 2
Director of Engineering / Building Official	1, 2
Finance Director / City Treasurer	1, 2
Public Services Director	1, 2
Senior Planner	1, 2

NOTE: City Council, City Manager, City Attorney, City Treasurer and Planning Commissioners are required to submit disclosure statements pursuant to State law (California Government Code § 87200 *et seq.*), not this Code. With respect to consultants, the City Manager shall determine in writing if a particular consultant performs a range of duties requiring disclosure hereunder. This determination shall include a description of the consultant's duties and a statement of the extent

of disclosure requirements. A copy of this determination shall be filed with the Chief Deputy City Clerk and a copy forwarded to the City Council.

Category 1

Persons in this category shall disclose all interests in real property within the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction if it or any part of it is located not more than two miles outside the City's boundaries or within two miles of any land owned or used by the City.

Category 2

Persons in this category shall disclose all income from and investments in businesses which provide or sell services or supplies of the type associated with the job assignment and utilized by the City. In addition, as to any business entity in which the person or his or her spouse owns, directly, indirectly, or beneficially, a ten percent or greater interest, the person shall disclose his or her pro rata share of the income and the sources of income of the entity if the entity provides or sells services or supplies of the type indicated in the first sentence of this paragraph.

RESOLUTION NO. 2020-68-3228

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING RESOLUTION NO. 2016-46-2860 AND
ESTABLISHING A CONFLICT OF INTEREST CODE
FOR DESIGNATED CITY PERSONNEL AND CONSULTANTS**

A. Recitals.

(i) The Political Reform Act of 1974, California Government Code §§81000 *et seq.* has in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest codes adopted and promulgated pursuant to its provisions.

(ii) The Fair Political Practices Commission has adopted a regulation, Division 6 of Title 2, California Code of Regulations, §18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after requisite public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code §§11370, *et seq.*

(iii) Incorporation by reference of the terms of the aforementioned regulation and amendments to it in this City's Conflict of Interest Code will save this Council time and expenditure of public funds by minimizing the actions required of this Council to maintain conformity with the Political Reform Act.

(iv) Pursuant to the provisions of California Government Code §87311, officers, employees, members of the public, consultants, and residents of the jurisdiction were given adequate notice and a fair opportunity to present their views.

B. Resolution.

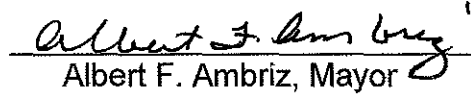
NOW, THEREFORE, the City Council of the City of Irwindale, does hereby find, determine and resolve as follows:

1. The above recitals, Part A of this Resolution, are true and correct.
2. The Conflict of Interest Code adopted by this City Council on August 10, 2016 by Resolution No. 2016-46-2860, is hereby repealed in its entirety.
3. The terms of Division 6 of Title 2, California Code of Regulations §18730 (a copy of which is attached as Appendix A) and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix A in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for the staff of the City of Irwindale.

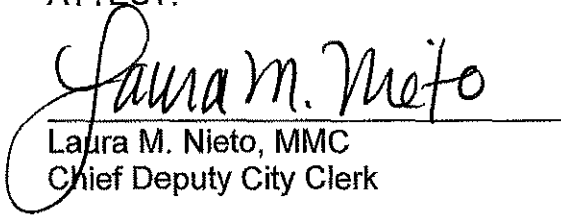
4. Persons holding designated positions shall file statements of economic interests pursuant to Sections 4 and 5 of the Conflict of Interest Code as set forth in Cal. Code of Regs. §18730b(4) and (5).

5. The Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 23rd day of September 2020.


Albert F. Ambriz, Mayor

ATTEST:


Laura M. Nieto, MMC
Chief Deputy City Clerk

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

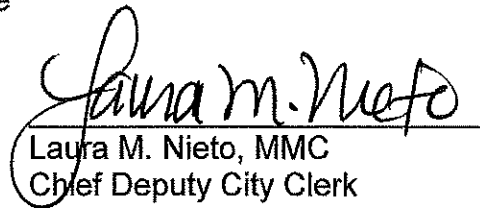
I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2020-68-3228 was passed, approved, and adopted at a regular meeting of the City Council of the City of Irwindale held on the 23rd day of September 2020, by the following vote:

AYES: Councilmembers: Breceda, Burrola, Garcia, Ortiz, Mayor Ambriz

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAINED: Councilmembers: None



Laura M. Nieto, MMC
Chief Deputy City Clerk

APPENDIX A

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).

Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

APPENDIX B

<u>Designated Employees</u>	<u>Disclosure Categories</u>
Assistant City Engineer	2
Assistant Engineer	2
Assistant to the City Manager	2
Associate Engineer	2
Associate Planner	2
Chief Deputy City Clerk	2
City Librarian	2
Code Enforcement Officer	2
Construction Compliance Manager	2
Deputy City Clerk	2
Economic Development Coordinator	2
Executive Assistant	2
Finance Manager	2
Human Resources / Risk Manager	2
Information Technology Manager	2
Maintenance Lead Worker	2
Management Analyst	2
Police Captain	2
Police Lieutenant	2
Project Manager – Mining	2
Public Works Maintenance Supervisor	2
Recreation Manager	2
Recreation Supervisor	2
Senior Center Manager	2
Senior Code Enforcement Officer	2
Senior Finance Analyst	2
Senior Human Resources / Risk Manager	2
Senior Management Analyst	2
Assistant City Attorney	1, 2
Assistant City Manager	1, 2
City Engineer / Building Official	1, 2
Community Development Manager / City Planner	1, 2
Director of Community Development	1, 2
Finance Director / City Treasurer	1, 2
Police Chief	1, 2
Project Manager – Construction Compliance	1, 2
Public Works Services Manager	1, 2
Senior Planner	1, 2

NOTE: City Council, City Manager, City Attorney, City Treasurer and Planning Commissioners are required to submit disclosure statements pursuant to State law (California Government Code § 87200 *et seq.*), not this Code. With respect to consultants, the City Manager shall determine in writing if a particular consultant performs a range of duties requiring disclosure hereunder. This determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements. A copy of this determination shall be filed with the Chief Deputy City Clerk and a copy forwarded to the City Council.

Category 1

Persons in this category shall disclose all interests in real property within the jurisdiction of the City. Real property shall be deemed to be within the jurisdiction if it or any part of it is located not more than two miles outside the City's boundaries or within two miles of any land owned or used by the City.

Category 2

Persons in this category shall disclose all income from and investments in businesses which provide or sell services or supplies of the type associated with the job assignment and utilized by the City. In addition, as to any business entity in which the person or his or her spouse owns, directly, indirectly, or beneficially, a ten percent or greater interest, the person shall disclose his or her pro rata share of the income and the sources of income of the entity if the entity provides or sells services or supplies of the type indicated in the first sentence of this paragraph.

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

City of
IRWINDALE
AGENDA REPORT

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian Miranda, City Manager
Issue: Approval of the Citywide Residential Curb Address Painting Project

City Manager's Recommendation:

That the City Council 1) adopt Resolution No. 2022-103-3353 entitled: "A Resolution of the City Council of the City of Irwindale Amending the Fiscal Year 2022/2023 Adopted Budget, Establishing a Capital Improvement Project, and Appropriating Funds for the Curb Address Painting Project in front of Residential Homes and Authorizing the City Manager to Enter into an Agreement with Care for the Children," waiving further reading.

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

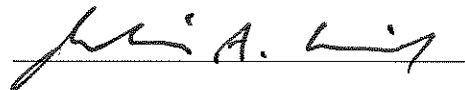
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 22, 2022, under Agenda Items Requested by Council Members, City Council Member H. Manuel Ortiz requested City Staff research the painting of addresses on the curbs in front of residential homes to allow for first responders and emergency services to better identify the correct home in need of service.

The painting of residential addresses on the public right of way would allow better service from first responders and emergency services, therefore serving the valid public purpose of improving public infrastructure and facilitating public health and safety.

At the October 12, 2022 City Council Meeting, Staff provided City Council with a verbal report identifying Care for the Children as non-profit 501(c)3 organization who has the skills and ability to provide this service. Care for the Children offers services to the hungry, homeless, and destitute by providing food, food baskets, and clothing. The cities of El Monte and La Puente have used Care for the Children to paint curb addresses in their cities. City Staff met with Care for the Children staff to discuss their experience and services and in return, they provided the City with two options. Option 1 allows for the painting of the curb address only on the public right of way, with no designs. Option 2 allows for the painting of the curb address and an American Flag. The proposals were calculated using 404 residential homes. City Council voted for Option 1 at this city council meeting.

It is therefore recommended that the City Council adopt Resolution No. 2022-103-3353 and establish and appropriate funds for the Citywide Residential Curb Address Painting Capital Improvement Project in the amount of \$2,828 plus a 10% contingency for a total of \$3,111. The Resolution also authorizes the City Manager to enter into a contract agreement with Care for the Children to implement the Capital Improvement Project for Citywide Residential Curb Address Painting, subject to approval as to form by the City Attorney.

Fiscal Impact:

There currently is no funding allocated for this project. Staff is requesting a budget amendment to the fiscal year 2022/2023 adopted budget establishing a capital improvement project, and appropriating \$2,828 plus a 10% contingency for a total amount of \$3,111.

Attachment(s):

- (1) Care for the Children Proposal for Curb Address Painting Only, No Designs
- (2) Contract Agreement Between Care for the Children and City of Irwindale
- (3) Resolution No. 2022-103-3353

RESOLUTION NO. 2022-103-3353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FISCAL YEAR 2022/2023 ADOPTED BUDGET, ESTABLISHING A CAPITAL IMPROVEMENT PROJECT, AND APPROPRIATING FUNDS FOR THE CITYWIDE RESIDENTIAL CURB ADDRESS PAINTING PROJECT, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CARE FOR THE CHILDREN

WHEREAS, On June 22, 2022, under Agenda Items Requested by Council Members, City Council Member H. Manuel Ortiz requested City Staff research the painting of addresses on the curbs in front of residential homes within the public right of way to allow for first responders and emergency services to better identify the correct home in need of service; and

WHEREAS, the painting of residential addresses on the public right of way would allow better service from first responders and emergency services, therefore serving the valid public purpose of improving public infrastructure and facilitating public health and safety; and

WHEREAS, staff learned that non-profit organizations typically provide this service as part of their request for charitable donations; however to alleviate the request for donations from residents, some cities are starting to hire non-profit organizations to complete this work; and

WHEREAS, at the October 12, 2022 City Council Meeting, Staff provided City Council with a verbal report identifying Care for the Children as non-profit 501(c)3 organization who has the skills and ability to provide this service. Care for the Children offers services to the hungry, homeless, and destitute by providing food, food baskets, and clothing; and

WHEREAS, City Staff met with Care for the Children staff to discuss their experience and services and in return, they provided the City with two options. Option 1 allows for the painting of the curb address only, no designs. Option 2 allows for the painting of the curb address and an American Flag. The proposals were calculated using 404 residential homes. City Council voted for Option 1 at the October 12, 2022 city council meeting in the amount of \$2,828; and

WHEREAS, the City Council desires to amend the fiscal year 2022/2023 adopted budget, establish a capital improvement project, and appropriate funds for the Citywide Residential Curb Address Painting in the amount of \$2,828 plus a 10% contingency for a total of \$3,111.

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

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

SECTION 2. The City Council of the City of Irwindale hereby authorizes the development of a Capital Improvement Project for Citywide Residential Curb Address Painting within the public right of way and serves the valid public purpose of improvement of the City's roads and infrastructure, including the provision of emergency services and facilitation of public health and safety.

SECTION 3. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a contract agreement with Care for the Children to implement the Capital Improvement Project for Citywide Residential Curb Address Painting, subject to approval as to form by the City Attorney.

SECTION 4. The City Council of the City of Irwindale hereby authorizes a budget amendment to the fiscal year 2022/2023 adopted budget and appropriation of funds from the General Fund Reserves in the amount of \$3,111, which includes a 10% contingency.

SECTION 5. 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 6. 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 26TH day of October 2022.

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. 2022-103-3353 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT BETWEEN THE
CITY OF IRWINDALE AND CARE FOR THE CHILDREN FOR CITYWIDE
RESIDENTIAL CURB ADDRESS PAINTING IN THE PUBLIC RIGHT OF WAY**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 26TH day of October, 2022, by and between the City of Irwindale, a California charter city (“**City**”) and CARE FOR THE CHILDREN, a non-profit 501(c)3 organization (“**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 Citywide Residential Curb Address Painting in the Public Right of Way (“**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 Compliance with Labor and Wage Laws.

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

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

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

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

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

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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 Public Services Director, or the Public Services Director's designee, 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 the City's Public Services Director, or the Public Services Director's designee, 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 Public Services Director, or the Public Services Director's designee. 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.

1.8 Special Requirements.

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

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 Three-Thousand One Hundred and Eleven Dollars (\$3,111) ("**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 a lump sum payment following completion of the project.

2.2 Invoices.

At the end of the project, Contractor shall furnish to City an original invoice for the number of addresses that were painted as required to perform 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.

2.3 Payment.

(a) Payments Made by City. City shall independently review the 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.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project by December 30, 2022 and may start the project 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 on January 1, 2023 unless an extension is provided in writing.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of One Thousand Dollars (\$1,000.00) 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:

(Title)

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

4.2 Status of Contractor.

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

4.3 Project Manager.

The Project Manager shall be Elizabeth Rodriguez, Public Services Director or any other person as may be designated by the City's Public Services Director. 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 Public Services Director, 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) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

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

5.2 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 Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

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

5.5 Sufficiency of Insurer or Surety.

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'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.

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 City Manager and to the attention of the Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

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

9.4 Counterparts.

This Agreement may be executed in 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.

Consultant's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California
charter city

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, MMC, Chief Deputy City
Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

CARE FOR THE CHILDREN

*By: _____
Name: Robert Henderson
Title: Executive Director

*By: _____
Name: _____
Title: _____

Address: PO Box 3144
Whittier, CA 90605

***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 _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

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

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

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

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 _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

- I. Consultant will perform the following Services:**
 - A. Submit an application for a No Fee Encroachment Permit with the Public Works Engineering Department.
 - B. Upon receipt of the encroachment permit and Notice to Proceed, paint approximately 404 Curb Address Numbers in Residential Communities citywide, in accordance with the list of residential addresses provided by the City, to be completed by December 31, 2022.
 - C. Once the painting is complete, call Mr. Richard Corpis, Project Manager for Construction Compliance, City of Irwindale, for an Inspection of the work.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Provide all materials needed to complete the project.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A. City inspector is required to sign off on the Encroachment Permit once the project is completed and verified.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

	Residence	Number	Street	City/State/Zip
1	RESIDENT	1012	Galen Street	Duarte, CA 91010
2	RESIDENT	1018	Galen Street	Duarte, CA 91010
3	RESIDENT	1022	Galen Street	Duarte, CA 91010
4	RESIDENT	14903	Los Angeles Street	Irwindale, CA 91706
5	RESIDENT	15606	Cypress Street	Irwindale, CA 91706
6	RESIDENT	15800	Hidalgo Street	Irwindale, CA 91706
7	RESIDENT	15800 1/2	Hidalgo Street	Irwindale, CA 91706
8	RESIDENT	15801	Hidalgo Street	Irwindale, CA 91706
9	RESIDENT	15804	Juarez Street	Irwindale, CA 91706
10	RESIDENT	15805	Juarez Street	Irwindale, CA 91706
11	RESIDENT	15806	Hidalgo Street	Irwindale, CA 91706
12	RESIDENT	15806	Juarez Street	Irwindale, CA 91706
13	RESIDENT	15807	Hidalgo Street	Irwindale, CA 91706
15	RESIDENT	15809	Hidalgo Street	Irwindale, CA 91706
16	RESIDENT	15809	Juarez Street	Irwindale, CA 91706
17	RESIDENT	15810	Hidalgo Street	Irwindale, CA 91706
18	RESIDENT	15812	Hidalgo Street	Irwindale, CA 91706
19	RESIDENT	15812	Juarez Street	Irwindale, CA 91706
21	RESIDENT	15815	Hidalgo Street	Irwindale, CA 91706
22	RESIDENT	15816	Hidalgo Street	Irwindale, CA 91706
23	RESIDENT	15821	Hidalgo Street	Irwindale, CA 91706
24	RESIDENT	15822	Hidalgo Street	Irwindale, CA 91706
25	RESIDENT	15822	Juarez Street	Irwindale, CA 91706
26	RESIDENT	15823	Juarez Street	Irwindale, CA 91706
27	RESIDENT	15824	Arrow Highway	Irwindale, CA 91706
28	RESIDENT	15827	Juarez Street	Irwindale, CA 91706
29	RESIDENT	15828	Juarez Street	Irwindale, CA 91706
30	RESIDENT	15828 1/2	Juarez Street	Irwindale, CA 91706
31	RESIDENT	15829	Hidalgo Street	Irwindale, CA 91706
32	RESIDENT	15829 1/2	Hidalgo Street	Irwindale, CA 91706
33	RESIDENT	15830	Hidalgo Street	Irwindale, CA 91706
34	RESIDENT	15832	Juarez Street	Irwindale, CA 91706
35	RESIDENT	15833	Juarez Street	Irwindale, CA 91706

36	RESIDENT	15834	Hidalgo Street	Irwindale, CA 91706
37	RESIDENT	15837	Hidalgo Street	Irwindale, CA 91706
38	RESIDENT	15838	Hidalgo Street	Irwindale, CA 91706
39	RESIDENT	15838	Juarez Street	Irwindale, CA 91706
40	RESIDENT	15839	Juarez Street	Irwindale, CA 91706
42	RESIDENT	15842	Juarez Street	Irwindale, CA 91706
43	RESIDENT	15844	Hidalgo Street	Irwindale, CA 91706
44	RESIDENT	15845	Juarez Street	Irwindale, CA 91706
45	RESIDENT	15846	Juarez Street	Irwindale, CA 91706
46	RESIDENT	15847	Hidalgo Street	Irwindale, CA 91706
47	RESIDENT	15847	Juarez Street	Irwindale, CA 91706
49	RESIDENT	15850	Hidalgo Street	Irwindale, CA 91706
50	RESIDENT	15850	Juarez Street	Irwindale, CA 91706
51	RESIDENT	15851	Juarez Street	Irwindale, CA 91706
52	RESIDENT	15854	Hidalgo Street	Irwindale, CA 91706
53	RESIDENT	15854	Juarez Street	Irwindale, CA 91706
54	RESIDENT	15855	Juarez Street	Irwindale, CA 91706
55	RESIDENT	16008	Martinez Street	Irwindale, CA 91706
56	RESIDENT	16014	Peppertree Lane	Irwindale, CA 91706
57	RESIDENT	16015	Calle Breceda	Irwindale, CA 91706
58	RESIDENT	16015	Central Street	Irwindale, CA 91706
59	RESIDENT	16015	Martinez Street	Irwindale, CA 91706
60	RESIDENT	16015	Peppertree Lane	Irwindale, CA 91706
61	RESIDENT	16016	Calle de Paseo	Irwindale, CA 91706
62	RESIDENT	16016	Peppertree Lane	Irwindale, CA 91706
63	RESIDENT	16017	Calle Breceda	Irwindale, CA 91706
64	RESIDENT	16017	Martinez Street	Irwindale, CA 91706
65	RESIDENT	16018	Central Street	Irwindale, CA 91706
66	RESIDENT	16018	Peppertree Lane	Irwindale, CA 91706
67	RESIDENT	16019	Calle Breceda	Irwindale, CA 91706
68	RESIDENT	16019	Martinez Street	Irwindale, CA 91706
69	RESIDENT	16020	Peppertree Lane	Irwindale, CA 91706
70	RESIDENT	16021	Calle Breceda	Irwindale, CA 91706
71	RESIDENT	16021	Martinez Street	Irwindale, CA 91706
72	RESIDENT	16023	Calle Breceda	Irwindale, CA 91706

73	RESIDENT	16023	Peppertree Lane	Irwindale, CA 91706
74	RESIDENT	16024	Calle de Paseo	Irwindale, CA 91706
75	RESIDENT	16025	Central Street	Irwindale, CA 91706
76	RESIDENT	16025	Cypress Street	Irwindale, CA 91706
77	RESIDENT	16026	Peppertree Lane	Irwindale, CA 91706
78	RESIDENT	16027	Martinez Street	Irwindale, CA 91706
79	RESIDENT	16028	Calle de Paseo	Irwindale, CA 91706
80	RESIDENT	16032	Peppertree Lane	Irwindale, CA 91706
81	RESIDENT	16033	Martinez Street	Irwindale, CA 91706
83	RESIDENT	16035	Central Street	Irwindale, CA 91706
84	RESIDENT	16035	Peppertree Lane	Irwindale, CA 91706
85	RESIDENT	16035 1/2	Peppertree Lane	Irwindale, CA 91706
86	RESIDENT	16036	Calle de Paseo	Irwindale, CA 91706
87	RESIDENT	16038	Calle de Paseo	Irwindale, CA 91706
88	RESIDENT	16038	Peppertree Lane	Irwindale, CA 91706
89	RESIDENT	16039	Central Street	Irwindale, CA 91706
90	RESIDENT	16039	Martinez Street	Irwindale, CA 91706
91	RESIDENT	16039	Peppertree Lane	Irwindale, CA 91706
92	RESIDENT	16041	Calle del Norte	Irwindale, CA 91706
93	RESIDENT	16042	Central Street	Irwindale, CA 91706
94	RESIDENT	16043	Central Street	Irwindale, CA 91706
95	RESIDENT	16044	Calle de Paseo	Irwindale, CA 91706
96	RESIDENT	16046	Peppertree Lane	Irwindale, CA 91706
97	RESIDENT	16047	Central Street	Irwindale, CA 91706
98	RESIDENT	16047	Martinez Street	Irwindale, CA 91706
99	RESIDENT	16047	Peppertree Lane	Irwindale, CA 91706
100	RESIDENT	16050	Calle de Paseo	Irwindale, CA 91706
101	RESIDENT	16050	Central Street	Irwindale, CA 91706
102	RESIDENT	16051	Calle Breceda	Irwindale, CA 91706
103	RESIDENT	16051	Calle del Norte	Irwindale, CA 91706
104	RESIDENT	16053	Central Street	Irwindale, CA 91706
105	RESIDENT	16054	Peppertree Lane	Irwindale, CA 91706
106	RESIDENT	16055	Martinez Street	Irwindale, CA 91706
107	RESIDENT	16055	Peppertree Lane	Irwindale, CA 91706

108	RESIDENT	16058	Calle de Paseo	Irwindale, CA 91706
109	RESIDENT	16058	Central Street	Irwindale, CA 91706
110	RESIDENT	16059	Central Street	Irwindale, CA 91706
111	RESIDENT	16061	Central Street	Irwindale, CA 91706
112	RESIDENT	16062	Peppertree Lane	Irwindale, CA 91706
113	RESIDENT	16063	Martinez Street	Irwindale, CA 91706
114	RESIDENT	16063	Peppertree Lane	Irwindale, CA 91706
115	RESIDENT	16066	Peppertree Lane	Irwindale, CA 91706
116	RESIDENT	16067	Martinez Street	Irwindale, CA 91706
117	RESIDENT	16067	Peppertree Lane	Irwindale, CA 91706
118	RESIDENT	16071	Calle del Norte	Irwindale, CA 91706
119	RESIDENT	16074	Peppertree Lane	Irwindale, CA 91706
120	RESIDENT	16075	Martinez Street	Irwindale, CA 91706
121	RESIDENT	16075	Peppertree Lane	Irwindale, CA 91706
122	RESIDENT	16079	Central Street	Irwindale, CA 91706
123	RESIDENT	16081	Calle del Norte	Irwindale, CA 91706
124	RESIDENT	16083	Peppertree Lane	Irwindale, CA 91706
125	RESIDENT	16091	Calle del Norte	Irwindale, CA 91706
126	RESIDENT	16091	Peppertree Lane	Irwindale, CA 91706
127	RESIDENT	16100	Calle de Paseo	Irwindale, CA 91706
128	RESIDENT	16103	Calle del Norte	Irwindale, CA 91706
129	RESIDENT	16106	Calle de Paseo	Irwindale, CA 91706
130	RESIDENT	16107	Calle del Norte	Irwindale, CA 91706
131	RESIDENT	16109	Central Street	Irwindale, CA 91706
132	RESIDENT	16110	Central Street	Irwindale, CA 91706
133	RESIDENT	16114	Central Street	Irwindale, CA 91706
134	RESIDENT	16115	Central Street	Irwindale, CA 91706
135	RESIDENT	16118	Central Street	Irwindale, CA 91706
136	RESIDENT	16121	Central Street	Irwindale, CA 91706
137	RESIDENT	16121	Peppertree Lane	Irwindale, CA 91706
138	RESIDENT	16124	Calle de Paseo	Irwindale, CA 91706
139	RESIDENT	16124	Central Street	Irwindale, CA 91706
140	RESIDENT	16128	Calle de Paseo	Irwindale, CA 91706
141	RESIDENT	16128	Central Street	Irwindale, CA 91706

142	RESIDENT	16129	Progress Lane	Irwindale, CA 91706
143	RESIDENT	16130	Progress Lane	Irwindale, CA 91706
144	RESIDENT	16133	Progress Lane	Irwindale, CA 91706
145	RESIDENT	16134	Calle de Paseo	Irwindale, CA 91706
146	RESIDENT	16134	Central Street	Irwindale, CA 91706
147	RESIDENT	16134	Progress Lane	Irwindale, CA 91706
148	RESIDENT	16135	Peppertree Lane	Irwindale, CA 91706
150	RESIDENT	16140	Calle de Paseo	Irwindale, CA 91706
151	RESIDENT	16140	Central Street	Irwindale, CA 91706
152	RESIDENT	16140	Progress Lane	Irwindale, CA 91706
153	RESIDENT	16141	Peppertree Lane	Irwindale, CA 91706
154	RESIDENT	16143	Progress Lane	Irwindale, CA 91706
155	RESIDENT	16144	Calle de Paseo	Irwindale, CA 91706
156	RESIDENT	16144	Central Street	Irwindale, CA 91706
157	RESIDENT	16144	Progress Lane	Irwindale, CA 91706
158	RESIDENT	16145	Peppertree Lane	Irwindale, CA 91706
159	RESIDENT	16147	Progress Lane	Irwindale, CA 91706
160	RESIDENT	16148	Calle de Paseo	Irwindale, CA 91706
161	RESIDENT	16148	Central Street	Irwindale, CA 91706
162	RESIDENT	16148	Progress Lane	Irwindale, CA 91706
163	RESIDENT	16149	Peppertree Lane	Irwindale, CA 91706
164	RESIDENT	16154	Calle de Paseo	Irwindale, CA 91706
165	RESIDENT	16154	Central Street	Irwindale, CA 91706
166	RESIDENT	16155	Peppertree Lane	Irwindale, CA 91706
167	RESIDENT	16155	Progress Lane	Irwindale, CA 91706
168	RESIDENT	16156	Progress Lane	Irwindale, CA 91706
169	RESIDENT	16160	Calle de Paseo	Irwindale, CA 91706
170	RESIDENT	16160	Central Street	Irwindale, CA 91706
171	RESIDENT	16160	Progress Lane	Irwindale, CA 91706
172	RESIDENT	16161	Peppertree Lane	Irwindale, CA 91706
173	RESIDENT	16161	Progress Lane	Irwindale, CA 91706
174	RESIDENT	16164	Calle de Paseo	Irwindale, CA 91706
175	RESIDENT	16164	Progress Lane	Irwindale, CA 91706
176	RESIDENT	16165	Progress Lane	Irwindale, CA 91706

177	RESIDENT	16166	Arrow Highway	Irwindale, CA 91706
178	RESIDENT	16169	Progress Lane	Irwindale, CA 91706
179	RESIDENT	16249	Arrow Highway	Irwindale, CA 91706
180	RESIDENT	16253	Arrow Highway	Irwindale, CA 91706
181	RESIDENT	16257	Arrow Highway	Irwindale, CA 91706
182	RESIDENT	16257 1/2	Arrow Highway	Irwindale, CA 91706
183	RESIDENT	16259 1/2	Arrow Highway	Irwindale, CA 91706
184	RESIDENT	16259 3/4	Arrow Highway	Irwindale, CA 91706
185	RESIDENT	2400	Ruelas Street	Duarte, CA 91010
186	RESIDENT	2401	Alice Rodriguez Circle	Duarte, CA 91010
187	RESIDENT	2401	Ruelas Street	Duarte, CA 91010
188	RESIDENT	2402	Alice Rodriguez Circle	Duarte, CA 91010
189	RESIDENT	2402	Park Rose	Duarte, CA 91010
190	RESIDENT	2405	Alice Rodriguez Circle	Duarte, CA 91010
191	RESIDENT	2406	Alice Rodriguez Circle	Duarte, CA 91010
192	RESIDENT	2406	Ruelas Street	Duarte, CA 91010
193	RESIDENT	2408	Mountain	Duarte, CA 91010
194	RESIDENT	2408	Park Rose	Duarte, CA 91010
195	RESIDENT	2409	Alice Rodriguez Circle	Duarte, CA 91010
196	RESIDENT	2409	Ruelas Street	Duarte, CA 91010
197	RESIDENT	2410	Alice Rodriguez Circle	Duarte, CA 91010
198	RESIDENT	2412	Citrus View	Duarte, CA 91010
199	RESIDENT	2413	Alice Rodriguez Circle	Duarte, CA 91010
200	RESIDENT	2414	Park Rose	Duarte, CA 91010
201	RESIDENT	2415	Ruelas Street	Duarte, CA 91010
202	RESIDENT	2416	Mountain	Duarte, CA 91010
203	RESIDENT	2416	Ruelas Street	Duarte, CA 91010
204	RESIDENT	2417	Alice Rodriguez Circle	Duarte, CA 91010
205	RESIDENT	2419	Citrus View	Duarte, CA 91010
206	RESIDENT	2421	Alice Rodriguez Circle	Duarte, CA 91010
207	RESIDENT	2424	Citrus View	Duarte, CA 91010
208	RESIDENT	2424	Park Rose	Duarte, CA 91010
209	RESIDENT	2425	Alice Rodriguez Circle	Duarte, CA 91010
210	RESIDENT	2425	Citrus View	Duarte, CA 91010
211	RESIDENT	2425	Ruelas Street	Duarte, CA 91010

212	RESIDENT	2426	Ruelas Street	Duarte, CA 91010
213	RESIDENT	2429	Alice Rodriguez Circle	Duarte, CA 91010
214	RESIDENT	2430	Alice Rodriguez Circle	Duarte, CA 91010
215	RESIDENT	2433	Alice Rodriguez Circle	Duarte, CA 91010
216	RESIDENT	2434	Alice Rodriguez Circle	Duarte, CA 91010
217	RESIDENT	2436	Park Rose	Duarte, CA 91010
218	RESIDENT	2437	Alice Rodriguez Circle	Duarte, CA 91010
219	RESIDENT	2437	Park Rose	Duarte, CA 91010
220	RESIDENT	2438	Alice Rodriguez Circle	Duarte, CA 91010
221	RESIDENT	2439	Ruelas Street	Duarte, CA 91010
222	RESIDENT	2440	Ruelas Street	Duarte, CA 91010
223	RESIDENT	2441	Alice Rodriguez Circle	Duarte, CA 91010
224	RESIDENT	2442	Alice Rodriguez Circle	Duarte, CA 91010
225	RESIDENT	2445	Alice Rodriguez Circle	Duarte, CA 91010
226	RESIDENT	2446	Ruelas Street	Duarte, CA 91010
227	RESIDENT	2447	Ruelas Street	Duarte, CA 91010
228	RESIDENT	2448	Park Rose	Duarte, CA 91010
229	RESIDENT	2449	Alice Rodriguez Circle	Duarte, CA 91010
230	RESIDENT	2449	Park Rose	Duarte, CA 91010
231	RESIDENT	2455	Alice Rodriguez Circle	Duarte, CA 91010
232	RESIDENT	2461	Alice Rodriguez Circle	Duarte, CA 91010
233	RESIDENT	2465	Alice Rodriguez Circle	Duarte, CA 91010
234	RESIDENT	2469	Alice Rodriguez Circle	Duarte, CA 91010
235	RESIDENT	2470	Alice Rodriguez Circle	Duarte, CA 91010
236	RESIDENT	2473	Alice Rodriguez Circle	Duarte, CA 91010
237	RESIDENT	2474	Alice Rodriguez Circle	Duarte, CA 91010
238	RESIDENT	2477	Alice Rodriguez Circle	Duarte, CA 91010
239	RESIDENT	2478	Alice Rodriguez Circle	Duarte, CA 91010
240	RESIDENT	4391	Irwindale Avenue	Irwindale, CA 91706
241	RESIDENT	4416	Park Avenue	Irwindale, CA 91706
242	RESIDENT	4420	Park Avenue	Irwindale, CA 91706
243	RESIDENT	4424	Park Avenue	Irwindale, CA 91706
244	RESIDENT	4428	Park Avenue	Irwindale, CA 91706
245	RESIDENT	4436	Park Avenue	Irwindale, CA 91706
247	RESIDENT	4605	Fraijo Avenue	Irwindale, CA 91706
248	RESIDENT	4605	Nora Avenue	Irwindale, CA 91706
249	RESIDENT	4606	Fraijo Avenue	Irwindale, CA 91706
250	RESIDENT	4608	Nora Avenue	Irwindale, CA 91706
251	RESIDENT	4610	Nora Avenue	Irwindale, CA 91706
252	RESIDENT	4611	Fraijo Avenue	Irwindale, CA 91706
253	RESIDENT	4611	Nora Avenue	Irwindale, CA 91706
255	RESIDENT	4612	Fraijo Avenue	Irwindale, CA 91706
254	RESIDENT	4612	Nora Avenue	Irwindale, CA 91706
256	RESIDENT	4614	Nora Avenue	Irwindale, CA 91706
257	RESIDENT	4617	Nora Avenue	Irwindale, CA 91706
258	RESIDENT	4618	Fraijo Avenue	Irwindale, CA 91706
259	RESIDENT	4619	Fraijo Avenue	Irwindale, CA 91706
260	RESIDENT	4622	Nora Avenue	Irwindale, CA 91706
261	RESIDENT	4623	Fraijo Avenue	Irwindale, CA 91706
262	RESIDENT	4623	Nora Avenue	Irwindale, CA 91706
263	RESIDENT	4624	Nora Avenue	Irwindale, CA 91706
264	RESIDENT	4629	Nora Avenue	Irwindale, CA 91706
265	RESIDENT	4632	Fraijo Avenue	Irwindale, CA 91706
266	RESIDENT	4634	Nora Avenue	Irwindale, CA 91706
267	RESIDENT	4635	Fraijo Avenue	Irwindale, CA 91706
268	RESIDENT	4635	Nora Avenue	Irwindale, CA 91706
269	RESIDENT	4636	Fraijo Avenue	Irwindale, CA 91706
270	RESIDENT	4638	Fraijo Avenue	Irwindale, CA 91706
271	RESIDENT	4638	Nora Avenue	Irwindale, CA 91706
272	RESIDENT	4640	Nora Avenue	Irwindale, CA 91706
273	RESIDENT	4641	Nora Avenue	Irwindale, CA 91706
274	RESIDENT	4642	Fraijo Avenue	Irwindale, CA 91706
275	RESIDENT	4642	Nora Avenue	Irwindale, CA 91706
276	RESIDENT	4643	Fraijo Avenue	Irwindale, CA 91706
277	RESIDENT	4644	Nora Avenue	Irwindale, CA 91706
278	RESIDENT	4646	Nora Avenue	Irwindale, CA 91706
279	RESIDENT	4647	Nora Avenue	Irwindale, CA 91706
280	RESIDENT	4648	Fraijo Avenue	Irwindale, CA 91706

281	RESIDENT	4648	Nora Avenue	Irwindale, CA 91706
282	RESIDENT	4651	Fraijo Avenue	Irwindale, CA 91706
283	RESIDENT	4652	Fraijo Avenue	Irwindale, CA 91706
284	RESIDENT	4653	Nora Avenue	Irwindale, CA 91706
285	RESIDENT	4655	Fraijo Avenue	Irwindale, CA 91706
287	RESIDENT	4656	Nora Avenue	Irwindale, CA 91706
288	RESIDENT	4658	Fraijo Avenue	Irwindale, CA 91706
289	RESIDENT	4659	Nora Avenue	Irwindale, CA 91706
290	RESIDENT	4808	Sabre Lane	Irwindale, CA 91706
291	RESIDENT	4809	Calle del Sur	Irwindale, CA 91706
292	RESIDENT	4809	Sabre Lane	Irwindale, CA 91706
293	RESIDENT	4811	Baca Avenue	Irwindale, CA 91706
295	RESIDENT	4813	Baca Avenue	Irwindale, CA 91706
296	RESIDENT	4815	Baca Avenue	Irwindale, CA 91706
297	RESIDENT	4816	Baca Avenue	Irwindale, CA 91706
298	RESIDENT	4816	Sabre Lane	Irwindale, CA 91706
299	RESIDENT	4817	Baca Avenue	Irwindale, CA 91706
300	RESIDENT	4817	Calle del Sur	Irwindale, CA 91706
301	RESIDENT	4817	Sabre Lane	Irwindale, CA 91706
302	RESIDENT	4819	Baca Avenue	Irwindale, CA 91706
303	RESIDENT	4820	Baca Avenue	Irwindale, CA 91706
304	RESIDENT	4821	Baca Avenue	Irwindale, CA 91706
305	RESIDENT	4823	Sabre Lane	Irwindale, CA 91706
306	RESIDENT	4824	Sabre Lane	Irwindale, CA 91706
307	RESIDENT	4825	Calle del Sur	Irwindale, CA 91706
309	RESIDENT	4828	Baca Avenue	Irwindale, CA 91706
310	RESIDENT	4832	Baca Avenue	Irwindale, CA 91706
311	RESIDENT	4832	Sabre Lane	Irwindale, CA 91706
313	RESIDENT	4833	Calle del Sur	Irwindale, CA 91706
315	RESIDENT	4838	Irwindale Avenue	Irwindale, CA 91706
316	RESIDENT	4840	Sabre Lane	Irwindale, CA 91706
317	RESIDENT	4841	Calle del Sur	Irwindale, CA 91706
318	RESIDENT	4842	Baca Avenue	Irwindale, CA 91706
319	RESIDENT	4846	Irwindale Avenue	Irwindale, CA 91706

320	RESIDENT	4847	Sabre Lane	Irwindale, CA 91706
321	RESIDENT	4848	Sabre Lane	Irwindale, CA 91706
322	RESIDENT	4849	Calle del Sur	Irwindale, CA 91706
323	RESIDENT	4851	Sabre Lane	Irwindale, CA 91706
324	RESIDENT	4852	Irwindale Avenue	Irwindale, CA 91706
326	RESIDENT	4856	Sabre Lane	Irwindale, CA 91706
327	RESIDENT	4857	Calle del Sur	Irwindale, CA 91706
329	RESIDENT	4862	Sabre Lane	Irwindale, CA 91706
330	RESIDENT	4863	Calle del Sur	Irwindale, CA 91706
331	RESIDENT	4870	Sabre Lane	Irwindale, CA 91706
332	RESIDENT	4871	Calle del Sur	Irwindale, CA 91706
333	RESIDENT	4940	Irwindale Avenue	Irwindale, CA 91706
334	RESIDENT	4948	Irwindale Avenue	Irwindale, CA 91706
335	RESIDENT	4954	Irwindale Avenue	Irwindale, CA 91706
336	RESIDENT	5008	Irwindale Avenue	Irwindale, CA 91706
337	RESIDENT	5014	Irwindale Avenue	Irwindale, CA 91706
338	RESIDENT	5022	Irwindale Avenue	Irwindale, CA 91706
339	RESIDENT	5059	Allen Drive	Irwindale, CA 91706
340	RESIDENT	5103	Irwindale Avenue	Irwindale, CA 91706
341	RESIDENT	5105	Allen Drive	Irwindale, CA 91706
342	RESIDENT	5107	Allen Drive	Irwindale, CA 91706
343	RESIDENT	5113	Allen Drive	Irwindale, CA 91706
344	RESIDENT	5118	Pat Miranda Lane	Irwindale, CA 91706
345	RESIDENT	5121	Allen Drive	Irwindale, CA 91706
346	RESIDENT	5121 1/2	Allen Drive	Irwindale, CA 91706
347	RESIDENT	5124	Irwindale Avenue	Irwindale, CA 91706
348	RESIDENT	5124 1/2	Irwindale Avenue	Irwindale, CA 91706
349	RESIDENT	5128	Pat Miranda Lane	Irwindale, CA 91706
350	RESIDENT	5129	Allen Drive	Irwindale, CA 91706
351	RESIDENT	5130	Irwindale Avenue	Irwindale, CA 91706
352	RESIDENT	5131	Allen Drive	Irwindale, CA 91706
353	RESIDENT	5132	Ayon Avenue	Irwindale, CA 91706
354	RESIDENT	5132 1/2	Ayon Avenue	Irwindale, CA 91706
355	RESIDENT	5135	Allen Drive	Irwindale, CA 91706

356	RESIDENT	5138	Ayon Avenue	Irwindale, CA 91706
357	RESIDENT	5139	Allen Drive	Irwindale, CA 91706
358	RESIDENT	5143	Allen Drive	Irwindale, CA 91706
359	RESIDENT	5144	Ayon Avenue	Irwindale, CA 91706
360	RESIDENT	5145	Ayon Avenue	Irwindale, CA 91706
361	RESIDENT	5147	Allen Drive	Irwindale, CA 91706
362	RESIDENT	5151	Allen Drive	Irwindale, CA 91706
363	RESIDENT	5153	Ayon Avenue	Irwindale, CA 91706
364	RESIDENT	5158	Ayon Avenue	Irwindale, CA 91706
365	RESIDENT	5159	Ayon Avenue	Irwindale, CA 91706
366	RESIDENT	5164	Ayon Avenue,	Irwindale, CA 91706
367	RESIDENT	5164	Ayon Avenue,	Irwindale, CA 91706

*

368	RESIDENT	5217	Morada Street	Irwindale, CA 91706
369	RESIDENT	5218	Morada Street	Irwindale, CA 91706
370	RESIDENT	5222	Morada Street	Irwindale, CA 91706
371	RESIDENT	5228	Morada Street	Irwindale, CA 91706
372	RESIDENT	5232	Morada Street	Irwindale, CA 91706
373	RESIDENT	5233	Morada Street	Irwindale, CA 91706
374	RESIDENT	5240	Morada Street	Irwindale, CA 91706
375	RESIDENT	5243	Morada Street	Irwindale, CA 91706
376	RESIDENT	5246	Morada Street	Irwindale, CA 91706
377	RESIDENT	5247	Morada Street	Irwindale, CA 91706
378	RESIDENT	5253	Morada Street	Irwindale, CA 91706
379	RESIDENT	5257	Morada Street	Irwindale, CA 91706
380	RESIDENT	5259	Morada Street	Irwindale, CA 91706
381	RESIDENT	15812	Juarez Street	Irwindale, CA 91706
382	RESIDENT	714	Meridian Street	Duarte, CA 91010
383	RESIDENT	715	Shrode Avenue	Duarte, CA 91010
384	RESIDENT	716	Meridian Street	Duarte, CA 91010
385	RESIDENT	726	Meridian Street	Duarte, CA 91010
386	RESIDENT	727	Shrode Avenue	Duarte, CA 91010
387	RESIDENT	730	Meridian Street	Duarte, CA 91010
388	RESIDENT	731	Shrode Avenue	Duarte, CA 91010
389	RESIDENT	737	Shrode Avenue	Duarte, CA 91010
390	RESIDENT	740	Meridian Street	Duarte, CA 91010
391	RESIDENT	5134	Irwindale Avenue	Irwindale, CA 91706
392	RESIDENT	5138	Irwindale Avenue	Irwindale, CA 91706
393	RESIDENT	4824	Baca Avenue	Irwindale, CA 91706
394	RESIDENT	4828	Baca Avenue	Irwindale, CA 91706
395	RESIDENT	4841	Sabre Lane	Irwindale, CA 91706
396	RESIDENT	4833	Sabre Lane	Irwindale, CA 91706
397	RESIDENT	15853	Juarez Street	Irwindale, CA 91706
398	RESIDENT	700	Ambriz Street	Duarte, CA 91010
399	RESIDENT	701	Ambriz Street	Duarte, CA 91010
400	RESIDENT	704	Ambriz Street	Duarte, CA 91010
401	RESIDENT	705	Ambriz Street	Duarte, CA 91010
402	RESIDENT	708	Ambriz Street	Duarte, CA 91010
403	RESIDENT	709	Ambriz Street	Duarte, CA 91010
404	RESIDENT	713	Ambriz Street	Duarte, CA 91010

*5164 Ayon Avenue (Las Casitas Apartments) will be painted in two locations on Ayon.
1) South of Driveway, 2) In front of pedestrian gate access.

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:**

DESCRIPTION	QUANTITY	PRICE
Paint Curb Addresses	404	\$7 per Address

- 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 the work performed, the addresses, the number of addresses painted on the curb, and the rate per address.

- III. The total compensation for the Project shall not exceed \$2,828.00 plus the 10% contingency for a total of \$3,111 as provided in Section 2.1 of this Agreement.**

SCHEDULE OF PERFORMANCE

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

The project will take no more than three (3) days to complete. All work must be completed by December 30, 2022.

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

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1F

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Consideration of Proposed Personnel Adjustments

City Manager's Recommendation:

- 1) Authorize the proposed personnel adjustments as outlined in this report by adopting Resolution No. 2022-101-3351 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis

Personnel Requests

- Part-Time Intern (Community Development)

Established in 2019, the City of Irwindale's intern program provides internship opportunities to undergraduate and graduate college/university students seeking valuable professional work experience in local government. Since inception of the program, interns have served in and

supported various departments throughout the City, including Community Development, Engineering, Finance, and Information Technology.

Initially, funding for the program was provided for four (4) part-time interns. As part of the 2021-2022 FY budget, the intern serving in the Finance department was reclassified to an Accountant, and as a result, one intern position was unfunded. One additional vacant intern position was unfunded as part of the 2022-23 FY budget. Currently, funding exists for two (2) intern positions serving in the Engineering and Information Technology departments.

With the recent approval of several large projects requiring planning review, staff is requesting an increase in funding for one (1) additional intern to serve in the Community Development department. Funding an additional intern position in the Community Development department will provide a local student with an invaluable opportunity to gain hands-on experience with several exciting new projects. In addition, the department will receive much-needed support with general administrative duties, including research and data compilation.

- *Part-Time Police Dispatcher/Clerks*

The Irwindale Police Department operates its own dispatch (Police Safety Answering Point-PSAP) center twenty-four hours a day, seven days a week. The Irwindale PSAP answers emergency and non-emergency phone calls for police, fire, and medical emergency requests. PSAP Dispatchers also monitor and answer all radio communications from police officers and support personnel patrolling and working in the field. PSAP Dispatchers also access, enter, and research multiple computer and data systems.

Hiring and training capable police dispatchers is a long and challenging process due to the complexity and multitasking skills required to perform this difficult and demanding position. The authorized staffing number of Irwindale Police Dispatchers allows for minimum staffing of one dispatcher each shift to provide full-time staffing twenty-four hour-seven days a week. When a police dispatcher attends required training, takes time off, or is off due to an injury and/or illness, the vacant shift must be filled with an overtime fill-in position. Commonly, when another police dispatcher or other qualified support staff member cannot work a vacant shift, police officers are assigned to fill in the overtime position in dispatch. This practice is expensive and can negatively impact field patrol officer staffing.

BASE SALARY COST COMPARISON

Classification	Base Hourly Rate	Total for 13.5 Hour Shift
Police Dispatcher/Clerk (Part-Time)	\$33.93	\$458.05
Police Officer	\$74.07*	\$999.93

*Overtime Rate

Staff is requesting funding for five (5) part-time dispatcher positions to assist in staffing unfilled dispatch shifts when current full-time dispatch personnel or other qualified support staff members cannot fill these shifts. Funding for these positions would come from the existing police records/dispatch overtime budget creating no additional costs but significant savings from the current spending practices.

Compensation Resolution 2022-101-3351

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

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It was most recently updated June 22, 2022, through the City Council's adoption of Resolution No. 2022-61-3311.

Proposed Resolution No. 2022-101-3351 sets forth the current compensation ranges, position titles, and number of positions for all City classifications. This resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

The list of classifications in the exhibits to Resolution No. 2022-101-3351 reflect the personnel requests outlined in this report and summarized as follows:

1. Fund one (1) additional at-will, unrepresented, unclassified nonpermanent part-time Intern.
2. Fund five (5) at-will, unrepresented, unclassified nonpermanent part-time Dispatcher/Clerks.

Fiscal Impact:

The total annual cost for the additional Intern would be \$21,500. The additional cost for FY 2022-2023 is prorated for the remainder of the fiscal year, for a cost of approximately \$12,600.

This position is funded by the General Fund and Mining Impact Fund, and therefore the \$12,600 is distributed as follows:

General Fund	\$ 6,300
Mining Impact Fund	<u>\$ 6,300</u>
Total	\$ 12,600

A budget appropriation for the amount listed above, totaling \$12,600 is necessary to cover the prorated amount for salary and benefits for the remainder of this fiscal year

The total additional annual cost for the five (5) part-time Police Dispatcher/Clerks would be \$21,100. The additional cost for FY 2022-23 is prorated for the remainder of the fiscal year, for a cost of approximately \$12,500.

A budget appropriation is not necessary as the amount required to cover the additional cost for FY 2022-23 will be transferred from the police records/dispatch overtime budget.

Attachment: Resolution No. 2022-101-3351

RESOLUTION NO. 2022-101-3351

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES**

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

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

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

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

WHEREAS, the City Council adopted Resolution No. 2022-61-3311 on June 22, 2022, which established the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to fund one (1) additional at-will, unrepresented, unclassified nonpermanent part-time Intern, and

WHEREAS, the City desires to fund five (5) at-will, unrepresented, unclassified nonpermanent part-time Dispatcher/Clerks, and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Positions Approved and Ordered Funded.

One (1) additional at-will, unrepresented, unclassified nonpermanent part-time Intern is hereby approved and ordered funded. Five (5) at-will, unrepresented, unclassified nonpermanent part-time Dispatcher/Clerks are hereby approved and ordered funded.

SECTION 3. Budget Appropriation.

A budget appropriation in the amount of \$12,600 is hereby approved, to cover the prorated amount for salary and benefits for an additional part-time Intern for the remainder of this fiscal year. The \$12,600 amount shall be funded by allocations from the following:

General Fund	\$ 6,300
Mining Impact Fund	<u>\$ 6,300</u>
Total	\$ 12,600

SECTION 4. Applicability to other Governing Documents.

This Resolution shall supersede and replace Resolution No. 2022-61-3311. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that was adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

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

SECTION 5. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

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

SECTION 6. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective October 26, 2022.

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

SECTION 7. Certification.

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

PASSED, APPROVED AND ADOPTED this 26th day of October 2022.

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2022-101-3351 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 26th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A
CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly	Elected	346.23	346.23	346.23	346.23	346.23
			Monthly		750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	97.3548	102.2226	107.3337	112.7005	118.3356
			Bi-Weekly		7,788.38	8,177.81	8,586.69	9,016.04	9,466.85
			Monthly		16,875	17,719	18,605	19,535	20,512
			Annual		202,498	212,623	223,254	234,417	246,138
Director	Assistant City Manager	1	Hourly	81	81.9014	85.9966	90.2966	94.8115	99.5519
			Bi-Weekly		6,552.12	6,879.73	7,223.73	7,584.92	7,964.15
			Monthly		14,196	14,906	15,651	16,434	17,256
			Annual		170,355	178,873	187,817	197,208	207,068
Director	Chief of Police	1	Hourly	85	92.2135	96.8240	101.6654	106.7486	112.0861
			Bi-Weekly		7,377.08	7,745.92	8,133.23	8,539.88	8,966.88
			Monthly		15,984	16,783	17,622	18,503	19,428
			Annual		191,804	201,394	211,464	222,037	233,139
Director	Community Development Director	1	Hourly	78	76.0534	79.8563	83.8490	88.0413	92.4433
			Bi-Weekly		6,084.27	6,388.50	6,707.92	7,043.31	7,395.46
			Monthly		13,183	13,842	14,534	15,261	16,024
			Annual		158,191	166,101	174,406	183,126	192,282
Director	Director of Engineering/Building Official	1	Hourly	80	79.9038	83.8990	88.0942	92.4990	97.1240
			Bi-Weekly		6,392.31	6,711.92	7,047.54	7,399.92	7,769.92
			Monthly		13,850	14,543	15,270	16,033	16,835
			Annual		166,200	174,510	183,236	192,398	202,018
Director	Finance Director/City Treasurer	1	Hourly	79	77.9548	81.8524	85.9452	90.2423	94.7543
			Bi-Weekly		6,236.38	6,548.19	6,875.62	7,219.38	7,580.35
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,089
Director	Public Services Director	1	Hourly	74	68.9010	72.3462	75.9635	79.7615	83.7495
			Bi-Weekly		5,512.08	5,787.69	6,077.08	6,380.92	6,699.96
			Monthly		11,943	12,540	13,167	13,825	14,517
			Annual		143,314	150,480	158,004	165,904	174,199

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
			Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
			Monthly		5,836	6,128	6,434	6,756	7,094
			Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Administrative Secretary	1	Hourly	37	27.6337	29.0154	30.4663	31.9899	33.5894
			Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
			Monthly		4,790	5,029	5,281	5,545	5,822
			Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Assistant Planner	0	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
			Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
			Monthly		5,836	6,128	6,434	6,756	7,094
			Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Building Permit Technician	0	Hourly	37	27.6337	29.0154	30.4663	31.9899	33.5894
			Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
			Monthly		4,790	5,029	5,281	5,545	5,822
			Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Bus Driver	1	Hourly	33	25.0351	26.2870	27.6014	28.9817	30.4308
			Bi-Weekly		2,002.81	2,102.96	2,208.12	2,318.54	2,434.46
			Monthly		4,339	4,556	4,784	5,024	5,275
			Annual		52,073	54,677	57,411	60,282	63,296
ICEA	Code Enforcement Officer	1	Hourly	39	29.0327	30.4841	32.0082	33.6087	35.2889
			Bi-Weekly		2,322.62	2,438.73	2,560.65	2,688.69	2,823.12
			Monthly		5,032	5,284	5,548	5,826	6,117
			Annual		60,388	63,407	66,577	69,906	73,401
ICEA	Deputy City Clerk	0	Hourly	41	30.5024	32.0274	33.6288	35.3101	37.0755
			Bi-Weekly		2,440.19	2,562.19	2,690.31	2,824.81	2,966.04
			Monthly		5,287	5,551	5,829	6,120	6,426
			Annual		63,445	66,617	69,948	73,445	77,117
ICEA	Engineering Technician	3	Hourly	40	29.7587	31.2466	32.8091	34.4495	36.1721
			Bi-Weekly		2,380.69	2,499.73	2,624.73	2,755.96	2,893.77
			Monthly		5,158	5,416	5,687	5,971	6,270
			Annual		61,898	64,993	68,243	71,655	75,238
ICEA	Finance Analyst	1	Hourly	45	33.6692	35.3529	37.1207	38.9769	40.9260
			Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
			Monthly		5,836	6,128	6,434	6,756	7,094
			Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Finance Technician	1	Hourly	36	26.9596	28.3077	29.7231	31.2091	32.7697
			Bi-Weekly		2,156.77	2,264.62	2,377.85	2,496.73	2,621.58
			Monthly		4,673	4,907	5,152	5,410	5,680
			Annual		56,076	58,880	61,824	64,915	68,161

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Human Resources Specialist	0	Hourly	38	28,324.5	29,740.9	31,227.9	32,789.4	34,428.8
			Bi-Weekly		2,265.96	2,379.27	2,498.23	2,623.15	2,754.31
			Monthly		4,910	5,155	5,413	5,684	5,968
			Annual		58,915	61,861	64,954	68,202	71,612
ICEA	Janitor	1	Hourly	20	18,160.6	19,068.8	20,022.1	21,023.1	22,074.0
			Bi-Weekly		1,452.85	1,525.50	1,601.77	1,681.85	1,765.92
			Monthly		3,148	3,305	3,471	3,644	3,826
			Annual		37,774	39,663	41,646	43,728	45,914
ICEA	Library Technician	1	Hourly	29	22,680.3	23,814.4	25,005.3	26,255.8	27,568.8
			Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
			Monthly		3,931	4,128	4,334	4,551	4,779
			Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Maintenance Aide	4	Hourly	25	20,547.1	21,574.5	22,653.4	23,786.1	24,975.5
			Bi-Weekly		1,643.77	1,725.96	1,812.27	1,902.88	1,998.04
			Monthly		3,562	3,740	3,927	4,123	4,329
			Annual		42,738	44,875	47,119	49,475	51,949
ICEA	Maintenance Lead Worker	1	Hourly	43	32,046.6	33,649.0	35,331.7	37,098.6	38,953.4
			Bi-Weekly		2,563.73	2,691.92	2,826.54	2,967.88	3,116.27
			Monthly		5,555	5,833	6,124	6,430	6,752
			Annual		66,657	69,990	73,490	77,165	81,023
ICEA	Maintenance Worker I	0	Hourly	31	23,828.4	25,019.7	26,270.7	27,584.1	28,963.5
			Bi-Weekly		1,906.27	2,001.58	2,101.65	2,206.73	2,317.08
			Monthly		4,130	4,337	4,554	4,781	5,020
			Annual		49,563	52,041	54,643	57,375	60,244
ICEA	Maintenance Worker II	6	Hourly	40	29,758.7	31,246.6	32,809.1	34,449.5	36,172.1
			Bi-Weekly		2,380.69	2,499.73	2,624.73	2,755.96	2,893.77
			Monthly		5,158	5,416	5,687	5,971	6,270
			Annual		61,898	64,993	68,243	71,655	75,238
ICEA	Office Specialist	3	Hourly	29	22,680.3	23,814.4	25,005.3	26,255.8	27,568.8
			Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
			Monthly		3,931	4,128	4,334	4,551	4,779
			Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Planning Technician	1	Hourly	36	26,959.6	28,307.7	29,723.1	31,209.1	32,769.7
			Bi-Weekly		2,156.77	2,264.62	2,377.85	2,496.73	2,621.58
			Monthly		4,673	4,907	5,152	5,410	5,680
			Annual		56,076	58,880	61,824	64,915	68,161
ICEA	Police Records Clerk	0	Hourly	28	22,127.4	23,233.7	24,395.2	25,614.9	26,895.7
			Bi-Weekly		1,770.19	1,858.69	1,951.62	2,049.19	2,151.65
			Monthly		3,835	4,027	4,229	4,440	4,662
			Annual		46,025	48,326	50,742	53,279	55,943

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	24,424.00	25,645.2	26,927.4	28,273.6	29,687.0
			Bi-Weekly		1,953.92	2,051.62	2,154.19	2,261.88	2,374.96
			Monthly		4,234	4,445	4,667	4,901	5,146
			Annual		50,802	53,342	56,009	58,809	61,749
ICEA	Police Services Specialist	1	Hourly	41	30,502.4	32,027.4	33,628.8	35,310.1	37,075.5
			Bi-Weekly		2,440.19	2,562.19	2,690.31	2,824.81	2,966.04
			Monthly		5,287	5,551	5,829	6,120	6,426
			Annual		63,445	66,617	69,948	73,445	77,117
ICEA	Recreation Assistant	0	Hourly	29	22,680.3	23,814.4	25,005.3	26,255.8	27,568.8
			Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
			Monthly		3,931	4,128	4,334	4,551	4,779
			Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Senior Bus Driver	1	Hourly	37	27,633.7	29,015.4	30,466.3	31,989.9	33,589.4
			Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
			Monthly		4,790	5,029	5,281	5,545	5,822
			Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Senior Center Assistant	1	Hourly	29	22,680.3	23,814.4	25,005.3	26,255.8	27,568.8
			Bi-Weekly		1,814.42	1,905.15	2,000.42	2,100.46	2,205.50
			Monthly		3,931	4,128	4,334	4,551	4,779
			Annual		47,175	49,534	52,011	54,612	57,343
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	25,035.1	26,287.0	27,601.4	28,981.7	30,430.8
			Bi-Weekly		2,002.81	2,102.96	2,208.12	2,318.54	2,434.46
			Monthly		4,339	4,556	4,784	5,024	5,275
			Annual		52,073	54,677	57,411	60,282	63,296
ICEA	Senior Center Specialist	1	Hourly	37	27,633.7	29,015.4	30,466.3	31,989.9	33,589.4
			Bi-Weekly		2,210.69	2,321.23	2,437.31	2,559.19	2,687.15
			Monthly		4,790	5,029	5,281	5,545	5,822
			Annual		57,478	60,352	63,370	66,539	69,866
ICEA	Senior Code Enforcement Officer	1	Hourly	45	33,669.2	35,352.9	37,120.7	38,976.9	40,926.0
			Bi-Weekly		2,693.54	2,828.23	2,969.65	3,118.15	3,274.08
			Monthly		5,836	6,128	6,434	6,756	7,094
			Annual		70,032	73,534	77,211	81,072	85,126
ICEA	Senior Recreation Leader	3	Hourly	19	17,717.8	18,603.8	19,534.1	20,511.1	21,536.5
			Bi-Weekly		1,417.42	1,488.31	1,562.73	1,640.88	1,722.92
			Monthly		3,071	3,225	3,386	3,555	3,733
			Annual		36,853	38,696	40,631	42,663	44,796

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	35.3736	37.1423	38.9995	40.9495	42.9971
			Bi-Weekly		2,829.88	2,971.38	3,119.96	3,275.96	3,439.77
			Monthly		6,131	6,438	6,760	7,098	7,453
			Annual		73,577	77,256	81,119	85,175	89,434
IMEA	Assistant City Engineer	1	Hourly	64	53.8250	56.5163	59.3423	62.3096	65.4250
			Bi-Weekly		4,306.00	4,521.31	4,747.38	4,984.77	5,234.00
			Monthly		9,330	9,796	10,286	10,800	11,340
			Annual		111,956	117,554	123,432	129,604	136,084
IMEA	Assistant Engineer	1	Hourly	52	40.0221	42.0231	44.1240	46.3303	48.6466
			Bi-Weekly		3,201.77	3,361.85	3,529.92	3,706.42	3,891.73
			Monthly		6,937	7,284	7,648	8,031	8,432
			Annual		83,246	87,408	91,778	96,367	101,185
IMEA	Assistant to the City Manager	1	Hourly	63	52.5125	55.1380	57.8947	60.7894	63.8288
			Bi-Weekly		4,201.00	4,411.04	4,631.58	4,863.15	5,106.31
			Monthly		9,102	9,557	10,035	10,537	11,064
			Annual		109,226	114,687	120,421	126,442	132,764
IMEA	Associate Engineer	0	Hourly	56	44.1769	46.3856	48.7048	51.1399	53.6971
			Bi-Weekly		3,534.15	3,710.85	3,896.38	4,091.19	4,295.77
			Monthly		7,657	8,040	8,442	8,864	9,308
			Annual		91,888	96,482	101,306	106,371	111,690
IMEA	Associate Planner	1	Hourly	49	37.1644	39.0226	40.9736	43.0221	45.1731
			Bi-Weekly		2,973.15	3,121.81	3,277.88	3,441.77	3,613.85
			Monthly		6,442	6,764	7,102	7,457	7,830
			Annual		77,302	81,167	85,225	89,486	93,960
IMEA	Benefits Administrator	1	Hourly	58	46.4135	48.7341	51.1707	53.7293	56.4159
			Bi-Weekly		3,713.08	3,898.73	4,093.65	4,298.35	4,513.27
			Monthly		8,045	8,447	8,870	9,313	9,779
			Annual		96,540	101,367	106,435	111,757	117,345
IMEA	Chief Deputy City Clerk	1	Hourly	58	46.4135	48.7341	51.1707	53.7293	56.4159
			Bi-Weekly		3,713.08	3,898.73	4,093.65	4,298.35	4,513.27
			Monthly		8,045	8,447	8,870	9,313	9,779
			Annual		96,540	101,367	106,435	111,757	117,345
IMEA	City Librarian	1	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Community Development Manager/City Planner	0	Hourly	62	51.2317	53.7933	56.4832	59.3072	62.2726
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Construction Compliance Manager	1	Hourly	62	51,231.7	53,793.3	56,483.2	59,307.2	62,272.6
			Bi-Weekly		4,098.54	4,303.46	4,518.65	4,744.58	4,981.81
			Monthly		8,880	9,324	9,790	10,280	10,794
			Annual		106,562	111,890	117,485	123,359	129,527
IMEA	Economic Development Coordinator	0	Hourly	53	41,022.6	43,073.6	45,227.4	47,488.9	49,863.5
			Bi-Weekly		3,281.81	3,445.88	3,618.19	3,799.12	3,989.08
			Monthly		7,111	7,466	7,839	8,231	8,643
			Annual		85,327	89,593	94,073	98,777	103,716
IMEA	Executive Assistant	1	Hourly	43	32,046.6	33,649.0	35,331.7	37,098.6	38,953.4
			Bi-Weekly		2,563.73	2,691.92	2,826.54	2,967.88	3,116.27
			Monthly		5,555	5,833	6,124	6,430	6,752
			Annual		66,657	69,990	73,490	77,165	81,023
IMEA	Finance Manager	1	Hourly	68	59,413.0	62,383.7	65,502.9	68,777.9	72,216.8
			Bi-Weekly		4,753.04	4,990.69	5,240.23	5,502.23	5,777.35
			Monthly		10,298	10,813	11,354	11,922	12,518
			Annual		123,579	129,758	136,246	143,058	150,211
IMEA	Housing Coordinator	1	Hourly	53	41,022.6	43,073.6	45,227.4	47,488.9	49,863.5
			Bi-Weekly		3,281.81	3,445.88	3,618.19	3,799.12	3,989.08
			Monthly		7,111	7,466	7,839	8,231	8,643
			Annual		85,327	89,593	94,073	98,777	103,716
IMEA	Human Resources/Risk Manager	1	Hourly	67	57,963.9	60,862.0	63,905.3	67,100.5	70,455.3
			Bi-Weekly		4,637.12	4,868.96	5,112.42	5,368.04	5,636.42
			Monthly		10,047	10,549	11,077	11,631	12,212
			Annual		120,565	126,593	132,923	139,569	146,547
IMEA	Information Technology Manager	1	Hourly	63	52,512.5	55,138.0	57,894.7	60,789.4	63,828.8
			Bi-Weekly		4,201.00	4,411.04	4,631.58	4,863.15	5,106.31
			Monthly		9,102	9,557	10,035	10,537	11,064
			Annual		109,226	114,687	120,421	126,442	132,764
IMEA	Management Analyst	2	Hourly	47	35,373.6	37,142.3	38,999.5	40,949.5	42,997.1
			Bi-Weekly		2,829.88	2,971.38	3,119.96	3,275.96	3,439.77
			Monthly		6,131	6,438	6,760	7,098	7,453
			Annual		73,577	77,256	81,119	85,175	89,434
IMEA	Police Captain	1	Hourly	77	75,684.1	79,468.3	83,441.8	87,613.9	91,994.7
			Bi-Weekly		6,054.73	6,357.46	6,675.35	7,009.12	7,359.58
			Monthly		13,119	13,775	14,463	15,186	15,946
			Annual		157,423	165,294	173,559	182,237	191,349
IMEA	Police Lieutenant	1	Hourly	71	65,262.0	68,525.0	71,951.4	75,549.0	79,326.4
			Bi-Weekly		5,220.96	5,482.00	5,756.12	6,043.92	6,346.12
			Monthly		11,312	11,878	12,472	13,095	13,750
			Annual		135,745	142,532	149,659	157,142	164,999

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Project Manager - Construction Compliance	1	Hourly Bi-Weekly Monthly Annual	48	36,2582 2,900.65 6,285 75,417	38,0712 3,045.69 6,599 79,188	39,9745 3,197.96 6,929 83,147	41,9731 3,357.85 7,275 87,304	44,0716 3,525.73 7,639 91,669
IMEA	Project Manager - Mining	0	Hourly Bi-Weekly Monthly Annual	62	51,2317 4,098.54 8,880 106,562	53,7933 4,303.46 9,324 111,890	56,4832 4,518.65 9,790 117,485	59,3072 4,744.58 10,280 123,359	62,2726 4,981.81 10,794 129,527
IMEA	Public Works Maintenance Supervisor	1	Hourly Bi-Weekly Monthly Annual	48	36,2582 2,900.65 6,285 75,417	38,0712 3,045.69 6,599 79,188	39,9745 3,197.96 6,929 83,147	41,9731 3,357.85 7,275 87,304	44,0716 3,525.73 7,639 91,669
IMEA	Public Works Services Manager	0	Hourly Bi-Weekly Monthly Annual	62	51,2317 4,098.54 8,880 106,562	53,7933 4,303.46 9,324 111,890	56,4832 4,518.65 9,790 117,485	59,3072 4,744.58 10,280 123,359	62,2726 4,981.81 10,794 129,527
IMEA	Recreation Manager	1	Hourly Bi-Weekly Monthly Annual	62	51,2317 4,098.54 8,880 106,562	53,7933 4,303.46 9,324 111,890	56,4832 4,518.65 9,790 117,485	59,3072 4,744.58 10,280 123,359	62,2726 4,981.81 10,794 129,527
IMEA	Recreation Supervisor	2	Hourly Bi-Weekly Monthly Annual	47	35,3736 2,829.88 6,131 73,577	37,1423 2,971.38 6,438 77,256	38,9995 3,119.96 6,760 81,119	40,9495 3,275.96 7,098 85,175	42,9971 3,439.77 7,453 89,434
IMEA	Senior Center Manager	1	Hourly Bi-Weekly Monthly Annual	62	51,2317 4,098.54 8,880 106,562	53,7933 4,303.46 9,324 111,890	56,4832 4,518.65 9,790 117,485	59,3072 4,744.58 10,280 123,359	62,2726 4,981.81 10,794 129,527
IMEA	Senior Finance Analyst	1	Hourly Bi-Weekly Monthly Annual	51	39,0457 3,123.65 6,768 81,215	40,9981 3,279.85 7,106 85,276	43,0481 3,443.85 7,462 89,540	45,2005 3,616.04 7,835 94,017	47,4606 3,796.85 8,227 98,718
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly Bi-Weekly Monthly Annual	53	41,0226 3,281.81 7,111 85,327	43,0736 3,445.88 7,466 89,593	45,2274 3,618.19 7,839 94,073	47,4889 3,799.12 8,231 98,777	49,8635 3,989.08 8,643 103,716
IMEA	Senior Management Analyst	0	Hourly Bi-Weekly Monthly Annual	53	41,0226 3,281.81 7,111 85,327	43,0736 3,445.88 7,466 89,593	45,2274 3,618.19 7,839 94,073	47,4889 3,799.12 8,231 98,777	49,8635 3,989.08 8,643 103,716
IMEA	Senior Planner	1	Hourly Bi-Weekly Monthly Annual	55	43,0995 3,447.96 7,471 89,647	45,2543 3,620.35 7,844 94,129	47,5168 3,801.35 8,236 98,835	49,8928 3,991.42 8,648 103,777	52,3875 4,191.00 9,081 108,966

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	53.3024	55.9673	58.7659	61.7043	64.7894
			Bi-Weekly		4,264.19	4,477.38	4,701.27	4,936.35	5,183.15
			Monthly		9,239	9,701	10,186	10,695	11,230
			Annual		110,869	116,412	122,233	128,345	134,762
IPOA	Police Corporal	2	Hourly	54	42.6808	44.8149	47.0558	49.4087	51.8793
			Bi-Weekly		3,414.46	3,585.19	3,764.46	3,952.69	4,150.35
			Monthly		7,398	7,768	8,156	8,564	8,992
			Annual		88,776	93,215	97,876	102,770	107,909
IPOA	Police Officer	19	Hourly	52	40.6245	42.6558	44.7885	47.0279	49.3793
			Bi-Weekly		3,249.96	3,412.46	3,583.08	3,762.23	3,950.35
			Monthly		7,042	7,394	7,763	8,152	8,559
			Annual		84,499	88,724	93,160	97,818	102,709
IPOA	Police Dispatcher/Clerk	5	Hourly	38	27.9135	29.3091	30.7745	32.3135	33.9293
			Bi-Weekly		2,233.08	2,344.73	2,461.96	2,585.08	2,714.35
			Monthly		4,838	5,080	5,334	5,601	5,881
			Annual		58,060	60,963	64,011	67,212	70,573

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2022-2023
Effective October 26, 2022

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	2	19	17.72	18.60	19.53	20.51	21.54
Library Aide	1	26	21.06	22.11	23.22	24.38	25.60
Civil Engineering Technician	0	33	25.03	26.29	27.60	28.98	30.43

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	17.67
Assistant Pool Manager	22.07
Bus Driver	25.03
Communications Specialist	32.04
Community Center Worker (temp assignment of staff member)	21.59
Community Service Officer	19.03
Finance Assistant	21.54
Intern	20.07
Library Page	19.03
Lifeguard	18.12
Office Specialist	22.68
Police Dispatcher/Clerk	33.93
Police Officer Trainee	35.91
Recreation Aide	17.67
Reserve Officer I	40.62
Senior Center Aide	17.67
Senior Library Page	21.01
Senior Lifeguard	19.99
Summer Youth Worker	15.00
Tutor	20.07

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

City of
IRWINDALE
AGENDA REPORT

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve the Purchase of Two (2) Public Services Vehicles and Waive Formal Bidding Procedure

City Manager's Recommendation:

That the City Council 1) Adopt Resolution No. 2022-102-3352 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION"

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

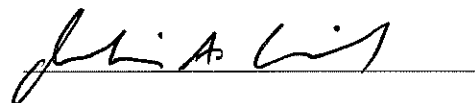


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Public Services Department is currently using a 1999 F-350 paint truck, which is over 23 years old. The paint truck is used to paint all the street markings throughout the city

ranging from speed limits, stenciling, and crosswalk lines. Using an outdated truck is requiring an increase in paint and other expenses as well as the maintenance of the vehicle itself. The Street Maintenance team is also driving a 2002 Dodge Ram 1500, and it is becoming more difficult to obtain parts for this vehicle. The parts are becoming obsolete, which makes the repairs and maintenance very costly. Staff is requesting to replace both of these vehicles with similar models to those identified in the City's current fleet. Staff is requesting the purchase of one (1) 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA to serve as the City's New Paint Truck and one (1) 2023 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box 145" WB.

Irwindale Municipal Code Section 3.44.080 (E) states that the city council can dispense with bidding when cooperative purchasing provides an advantage of large-scale buying may be obtained. Due to the purchasing power of a large entity, such as Sourcewell, local governments realize substantial discounts on purchases that apply to these contracts. The selection of National Auto Fleet Group was made based on the quotes provided to staff and the award of contract 060920-NAF from Sourcewell on August 3, 2020, with an expiration date of August 1, 2024. For these reasons, waiving the formal bidding process is in the best interest of the city.

Upon approval by the City Council, a standard purchase agreement and purchase order will be prepared by the City's Purchasing Office and signed by the City Manager in order to complete the purchase of these vehicles.

The existing vehicles will be placed on the City's Surplus list, which will be presented to city council for approval of disposition on another date per the City's Property Transfer/Disposition of Surplus Equipment procedures.

Fiscal Impact:

FY 2022/2023 Adopted Budget includes \$215,000 for these purchases under account numbers 13-57-530-44400-0000 and 01-57-577-44400-0000. \$171,000 (\$68,000 (40%) General Fund + \$102,000 (60%) Mining Impact Fund) was budgeted for a Paint Truck (Ford F-350), and \$45,000 (\$18,000 (40%) General Fund + \$27,000 (60%) Mining Impact Fund) for a Chevy Silverado. Although the above vehicle models are different from previously stated, they are comparable and in many ways better for the City's intended service needs. The total cost for both vehicles are \$212,820.66. \$161,128.25 (\$64,451.30 (40%) General Fund + \$96,676.95 (60%) Mining Impact Fund) for the Ford Super Duty F-450, and \$51,692.41 (\$20,676.96 (40%) General Fund + \$31,015.44 (60%) Mining Impact Fund) for the Ford F-150. Therefore, an appropriation of funds is not necessary.

Attachment(s):

- (1) National Auto Fleet Group Proposal for 2023 Ford Super Duty F-450 Paint Truck
- (2) National Auto Fleet Group Proposal for 2023 Ford F-150 XL
- (3) Resolution No. 2022-102-3352

RESOLUTION NO. 2022-102-3352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (E), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF TWO (2) PUBLIC SERVICES VEHICLES FOR THE PUBLIC SERVICES MAINTENANCE DIVISION

WHEREAS, the Public Services Maintenance Division has two (2) vehicles that are 20 years or older with both vehicles requiring extensive repairs and the parts are becoming obsolete due to the age of the vehicles; and

WHEREAS, staff is requesting replacing these two (2) vehicles with similar models that are currently in the City Maintenance fleet, one (1) 2023 Ford Super Duty F-450 Paint Truck and (1) 2023 Ford F-150 XL; and

WHEREAS, Irwindale Municipal Code Section 3.44.080 (E) states that the city council may dispense with bidding when, "through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained; and

WHEREAS, staff proposes to purchase the vehicles by a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3); and

WHEREAS, education and government entities, as well as nonpublic schools and nonprofit organizations, may participate with Sourcewell as a participating agency for cooperative purchases; and

WHEREAS, the selection of National Auto Fleet Group was made based on its award of contract 060920-NAF from Sourcewell on August 3, 2020 and quotes obtained by staff; and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC section 3.44.080(E), authorize the issuance of a purchase order to, and execution of a purchase agreement with, National Auto Fleet Group for the purchase of two (2) Public Services vehicles.

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

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

SECTION 2. The City Council of the City of Irwindale hereby finds that a cooperative purchase through Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3), is authorized pursuant to Irwindale Municipal Code Section 3.44.080 (E) due to the advantage of large-scale buying, including substantial discounts on the purchase price that may be obtained.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase one (1) 2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA Paint Truck and (1) 2023 Ford F-150 (X1E) XL 4WD SuperCab 6.5" box 145" WB pursuant to Irwindale Municipal Code Section 3.44.080 (E), and authorizes the issuance of a purchase order for the same.

SECTION 4. The City Council of the City of Irwindale hereby authorizes the City Manager to enter into a purchase agreement with National Auto Fleet Group, in the amount of \$212,820.66, for the purchase of the two (2) vehicles. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent of this Resolution.

SECTION 5. 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 6. 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 26TH day of October 2022.

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. 2022-102-3352 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

480 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/3/2022

Quote ID: **21642**

Order Cut Off Date: **8/19/2022**

Mr Pedro Rodriguez
City of Irwindale

5050 N. Irwindale Avenue
Irwindale, California, 91706

Dear Pedro Rodriguez,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2023 Ford F-150 (X1E) XL 4WD SuperCab 6.5' Box 145" WB, from batch 35/35) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit
Contract Price	\$48,440.00	\$46,578.60
1 additional key(s)		\$300.00
Tax (9.5000%) <i>10.25%</i>	~~\$4,453.46~~	<i>\$4,805.06</i>
Tire fee		\$8.75
Total	~~\$51,340.81~~	<i>\$51,692.41</i>

- per the attached specifications. In stock units subject to prior sale until receipt of a purchase order.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
995	ENGINE: 5.0L V8, -inc: flex-fuel capability, 3.31 Axle Ratio, GVWR: 7,050 lbs Payload Package
TRANSMISSION	
Code	Description
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)
WHEELS	
Code	Description
64C	WHEELS: 17" SILVER STEEL, (STD)
TIRES	
Code	Description
---	TIRES: 265/70R17 BSW A/T, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
---	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	BLACK W/MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT
AXLE RATIO	
Code	Description
X27	3.31 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8

	engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available), Integrated Trailer Brake Controller
52X	AUTO START-STOP REMOVAL
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)
67T	INTEGRATED TRAILER BRAKE CONTROLLER
—	GVWR: 7,050 LBS PAYLOAD PACKAGE
18B	BLACK PLATFORM RUNNING BOARDS
471	ONBOARD 400W OUTLET

2023 Fleet/Non-Retail Ford F-150 XL 4WD SuperCab 6.5' Box 145" WB

WINDOW STICKER

2023 Ford F-150 XL 4WD SuperCab 6.5' Box 145" WB

CODE	MODEL	MSRP
X1E	2023 Ford F-150 XL 4WD SuperCab 6.5' Box 145" WB	\$42,495.00
OPTIONS		
995	ENGINE: 5.0L V8, -inc: flex-fuel capability, 3.31 Axle Ratio, GVWR: 7,050 lbs Payload Package	\$2,335.00
44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0.00
64C	WHEELS: 17" SILVER STEEL, (STD)	\$0.00
—	TIRES: 265/70R17 BSW A/T, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	BLACK W/MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0.00
X27	3.31 AXLE RATIO	INC
53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available), Integrated Trailer Brake Controller	\$1,325.00
52X	AUTO START-STOP REMOVAL	(\$50.00)
53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available)	INC
67T	INTEGRATED TRAILER BRAKE CONTROLLER	INC
—	GVWR: 7,050 LBS PAYLOAD PACKAGE	INC
18B	BLACK PLATFORM RUNNING BOARDS	\$250.00
471	ONBOARD 400W OUTLET	\$290.00

Please note selected options override standard equipment

SUBTOTAL	\$46,645.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
TOTAL PRICE	\$48,440.00
Est City: N/A MPG	
Est Highway: N/A MPG	
Est Highway Cruising Range: N/A mi	

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability
Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut
3.73 Axle Ratio
GVWR: 6,480 lbs Payload Package
50 State Emissions
Electronic Transfer Case
Part-Time Four-Wheel Drive
70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection
200 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
1880# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Electric Power-Assist Speed-Sensing Steering
23 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

EXTERIOR

Wheels: 17" Silver Steel
Tires: 265/70R17 BSW A/T
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Rear Step Bumper
Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Reverse Opening Rear Doors
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Auto High Beam

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

INTERIOR

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material

Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration

SAFETY

AdvanceTrac with Curve Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners



National Auto Fleet Group

A Division of Chevrolet of Watsonville

Quote Date: 9/23/22

City of Irwindale
Pedro Rodriguez
16102 Arrow Hwy,
Irwindale, CA 91706
(626) 430-2231
prodriguez@irwindaleca.gov

National Auto Fleet Group is pleased to submit the following quotation for your consideration:

Qty	Line Item	Option #	Description	Unit Price	Extended
1			2023 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA	\$ 63,729.00	\$ 63,729.00
1			Stencil Truck Quote from Roadlines See Attached	\$ 82,210.00	\$ 82,210.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
			Subtotal	\$ 145,939.00	\$ 145,939.00
			Sales Tax 10.25 %	\$ 14,958.75	\$ 14,958.75
			Tire Fee	\$ 10.50	\$ 10.50
			DMV Fees (approx)	\$ -	\$ -
			Delivery (non taxable)	\$ 220.00	\$ 220.00
			TOTAL PURCHASE ORDER AMOUNT	\$ 161,128.25	\$ 161,128.25

Notes:

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 091521-NAF.

Terms: Net 30

Quoted by:

Yesenia Covarrubias, Fleet Manager (626) 457-5590
1601 W Main St. Alhambra, CA 91801

Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Quote: City of Irwindale F-450

Window Sticker

SUMMARY

[Fleet] 2022 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA

Interior:Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

OPTIONS

CODE

MODEL

F4G

[Fleet] 2022 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA

OPTIONS

153

Front License Plate Bracket

17F

XL Decor Group

18B

Platform Running Boards

43B

Fixed Rear-Window w/Defrost

43C

110V/400W Outlet

44G

Transmission: TorqShift 10-Speed Automatic

512

Spare Tire, Wheel & Jack

531

Trailer Tow Package

595

Fog Lamps

59H

Center High-Mounted Stop Lamp (CHMSL)

60C

Audible Lane Departure Warning

61J

6-Ton Hydraulic Jack

62R

Transmission Power Take-Off Provision

63A

Utility Lighting System

650A

Order Code 650A

67B

397 Amp Alternators

68L

GVWR: 16,000 lb Payload Package

76C

Exterior Backup Alarm (Pre-Installed)

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17531, Data updated Sep 22, 2022 6:49:00 PM PDT

Vehicle: [Fleet] 2022 Ford Super Duty F-450 DRW (F4G) XL 2WD Reg Cab 169" WB 84" CA (✔ Complete)

Quote: City of Irwindale F-450

86M	Dual 78 AH Battery
872	Rear View Camera & Prep Kit
90L	Power Equipment Group
91G	Amber-Wht 360-Deg Dual Beacon LED Warning Strobes
924	Privacy Glass
94P	Pre-Collision Assist
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
AS	Medium Earth Gray, HD Vinyl 40/20/40 Split Bench Seat
TGJ	Tires: 225/70Rx19.5G BSW A/P
X48	4.88 Axle Ratio
Z1	Oxford White

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17531, Data updated Sep 22, 2022 6:49:00 PM PDT

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

City of
IRVINDALE
AGENDA REPORT

CC Item 1H;
SA Item 1C; HA Item

Date: October 26, 2022

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

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

Issue: Investment Quarterly Report for September 30, 2022

City Manager/Executive Director's Recommendation:

Receive and file the Investment Quarterly Report for September 30, 2022.

Administrative Action:

Submitted & Prepared by:

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



Reviewed by:

Adrian R. Guerra, City Attorney/General Counsel



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 to the City Council/Board Members for review and compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Housing Authority, Successor Agency, and Reclamation Authority. The Reclamation Authority's funds are included in the City's cash and investment balances.

The attached Investment Report summarizes the cash balances and investments as of September 30, 2022 for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general account with Bank of the West also include all funds of the City and its agencies, which also earn interest on the pooled cash balances.

The Investment Report itemizes how much is invested in the Local Agency Investment Fund (LAIF) accounts, certificates of deposits and federal agency securities. 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 December 14, 2022. Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

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

Attachment:

City of Irwindale Investment Report – September 30, 2022

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2022**

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 2,214,630	0.36%			\$ 2,214,630	
WELLS FARGO BANK MONEY MARKET ACCOUNT	\$ 100,000	2.42%			\$ 270,677	
LOCAL AGENCY INVESTMENT FUND (LAIF)	\$ 48,724,407	1.35%			\$ 47,786,997	
US GOVERNMENT AGENCIES						
FEDERAL HOME LN BKS CONS BD (FHLB)	\$ 5,000,000	0.52%	07/28/21	01/28/25	\$ 4,557,100	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.58%	06/23/21	06/23/25	4,499,400	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	3,000,000	0.90%	06/15/21	06/15/26	2,639,100	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,403,300	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	0.50%	06/30/21	06/30/26	4,384,800	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,377,850	Aaa / AA+
FEDERAL HOME LN BKS (FHLB)	5,000,000	0.50%	07/29/21	07/29/26	4,389,150	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.42%	08/29/22	11/15/24	931,393	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.45%	08/29/22	12/27/24	931,899	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	1,000,000	3.28%	08/29/22	02/22/24	908,187	Aaa / AA+
Sub-Total US Government Agencies:	\$ 36,000,000				\$ 32,021,979	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	\$ 1,000,000	3.35%	08/30/22	04/01/24	\$ 981,808	Aa2 / AA-
BAY AREA CALIFORNIA TOLL AUTHORITY	1,000,000	3.50%	08/30/22	04/01/25	947,686	Aa3 / AA
Sub-Total Municipal Bonds:	\$ 2,000,000				\$ 1,929,495	
CERTIFICATES OF DEPOSIT						
BANK OF CHINA	\$ 245,000	3.159 %	08/31/22	02/28/24	\$ 241,433	FDIC Insured
JP MORGAN CHASE BANK	245,000	3.40 %	08/31/22	08/30/24	241,026	FDIC Insured
APEX BANK	245,000	3.153 %	08/31/22	08/30/24	239,882	FDIC Insured
UBS BANK USA	245,000	3.40 %	08/31/22	09/02/25	238,644	FDIC Insured
AMERICAN EXPRESS NATIONAL BANK	245,000	3.35 %	08/31/22	09/02/25	238,347	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	234,969	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	234,476	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	234,476	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	236,276	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	234,470	FDIC Insured
CUSTOMERS BANK	245,000	3.00 %	09/06/22	09/06/23	242,536	FDIC Insured
MEDALLION BANK	245,000	3.25 %	09/07/22	09/08/25	237,597	FDIC Insured
BMO HARRIS BANK	245,000	3.15 %	09/09/22	03/11/24	241,357	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	238,393	FDIC Insured
SAFRA NATIONAL BANK	245,000	3.05 %	09/09/22	10/10/23	242,300	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	234,468	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	234,468	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	236,806	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	233,212	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	234,314	FDIC Insured
Sub-Total Certificates of Deposit:	\$ 4,900,000				\$ 4,749,449	
Total City of Irwindale Investments (Pooled Funds):	\$ 93,939,038				\$ 88,973,227	
HOUSING AUTHORITY (Funds 11 & 12)						
BANK OF THE WEST GENERAL ACCOUNT	\$ 2,063,774	0.36%			\$ 2,063,774	
LOCAL AGENCY INVESTMENT FUND (LAIF)	5,639,549	1.35%			5,569,673	
	\$ 7,703,323				\$ 7,633,447	
SUCCESSOR AGENCY (Funds 50-66)						
BANK OF THE WEST MONEY MARKET ACCOUNT	\$ (1,833,169)	0.36%			\$ (1,833,169)	
LOCAL AGENCY INVESTMENT FUND (LAIF)	10,746,524	1.35%			10,539,771	
	\$ 8,913,355				\$ 8,706,602	
GRAND TOTAL OF INVESTMENTS	\$ 110,555,716				\$ 105,313,275	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 8, 2022. The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.22 years, and the weighted average yield of the City's pooled investments at cost is 1.29%. Market prices of securities are obtained directly through Bank Statements. Due to timing, Bank of the West General Account balances are pre-reconciled and yield rates are based on the prior month's account analysis statement.

Approved by 

Kambiz Borhani, Finance Director / City Treasurer

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

City of
IRWINDALE
AGENDA REPORT

CC Item 11

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to Approve a Professional Contract Services Agreement with PlaceWorks, Inc. for the preparation of CEQA documents (Initial Study and Environmental Impact Report) for the construction of three (3) speculative industrial buildings totaling ±991,090 square feet (Building 1: 240,580 sf., Building 2: 676,400 sf., Building 3: 74,110 sf.) with associated standard vehicle and trailer parking and an optional battery energy storage system for property located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042).

City Manager's Recommendation:

- 1) That the City Council approve the attached contract with PlaceWorks, Inc. for the preparation of an Initial Study and Environmental Impact Report to be prepared in association with land use entitlement applications for property located at 13620 Live Oak Lane, Irwindale, CA 91706.

Administrative Action:

Submitted by:

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

Prepared by:

Brandi Jones, Senior Planner

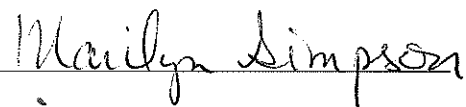
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

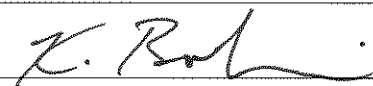
Approved by:

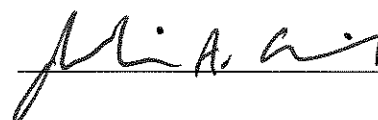
Julian A. Miranda, City Manager





Electronically Approved





BACKGROUND

KP Irwindale Owner, LLC, the Applicant, submitted a request for the construction of three (3) speculative industrial buildings totaling ±991,090 square feet with associated standard vehicle and trailer parking and an optional battery energy storage system for property located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042), in the M-2 (Heavy Manufacturing) zone (Project). The applications include requests for a General Plan Amendment (Map), Zone Change, Site Plan and Design Review (DA), Tentative Parcel Map 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 all of the consulting firms, and is now recommending the retention of PlaceWorks, Inc. to complete the CEQA work necessary to obtain entitlements for this Project. The Contract Services Agreement with PlaceWorks, Inc. is for an amount not to exceed \$409,540.00, and is attached with this report. The Initial Study conducted by PlaceWorks, Inc. will determine the type of CEQA document to be prepared (Environmental Impact Report).

FISCAL IMPACT

The City's General Fund will not be impacted. Pursuant to the Reimbursement Agreement with the Applicant, which is also presented for approval, the Applicant has agreed to reimburse the City of all costs and expenses incurred by the City related to the services agreed to in the Agreement for Contract Services with 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, any other consultant retained for the Project, and the City Attorney's office for work related to the land use entitlements.

ATTACHMENTS

A. Agreement for Contract Services with PlaceWorks, Inc. (including cost proposal)

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 26th day of October 2022, 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 FOUR HUNDRED AND NINE THOUSAND AND FIVE HUNDRED AND FORTY DOLLARS (\$409,540.00) (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:

Keith McCann
(Name)

CEO
(Title)

Randal W. Jackson
(Name)

President
(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: Keith McCann
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 _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

☐
☐
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☐
☐

PARTNER(S) ☐ LIMITED
GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Consultant will perform CEQA analysis and prepare CEQA documents necessary to obtain entitlements for the construction of three (3) speculative industrial buildings totaling ±991,090 square with associated standard vehicle and trailer parking and an optional battery energy storage system for property located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042), 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

PROJECT APPROACH

Every EIR and its processing are different. However, PlaceWorks' approach is to ensure that both documentation and the process are completely in accordance with CEQA and legally defensible. Our work will be objective and accurate to optimize the EIR's value to both decision-makers and the public. Based on our knowledge, CEQA experience, and preliminary research on the project site's history and proposed development, key elements to our project approach are described below.

CEQA

- **Accurate, Comprehensive Project Description.** Effective CEQA documentation starts with an accurate project description, including all phases and components of the project. For the Irwindale Gateway Industrial Development, this will encompass site cleanup/grading, two development options, and related infrastructure and public improvements. The success of this project, including the EIR, rests on a clear understanding and documentation of the site remediation process and how phasing of the site cleanup relates to the proposed redevelopment of the project site.
- **Focused Peer Review of Applicant-Prepared Technical Studies.** Our scope of work includes peer review of the Applicant-prepared studies required to support the EIR. Each study will be reviewed by an experienced, in-house expert. The efficient initial review and subsequent review of requested changes will be critical to meeting schedule objectives and ensuring a defensible EIR. This effort will start with very focused questions so we can understand the current status and scope of remediation efforts as well as avoid redundant work by PlaceWorks and the extended project team.
- **No Initial Study Preparation.** The RFP includes preparation of an Initial Study in the scope of work. PlaceWorks recommends that an Initial Study not be prepared. It would increase the cost and schedule for the project without making the process more defensible. We propose to address all CEQA topics in the EIR, but some topics, including Agricultural and Forestry Resources and Recreation, will be closed out in the EIR under, "Impacts Found Not to Be Significant." However, if the City prefers preparation of an Initial Study, we are happy to modify our scope and cost accordingly.
- **Appropriate Reliance on Regulatory Requirements and Performance Standards.** The Irwindale Gateway Industrial Development EIR will detail existing regulatory requirements that inherently mitigate environmental impacts. For example, although the site does have potentially significant hazards impacts, many federal and state agencies regulate the use, storage, generation, cleanup, and transportation of hazardous materials and hazardous waste. Reliance on the stringent regulatory requirements of agencies—such as the EPA, CalEPA, California Department of Toxic Substances Control, and local certified unified program agencies—will help mitigate potential hazards and hazardous materials impacts. We will also detail performance standards for potential impacts, from which we can defensibly conclude that future adherence to mitigation measures with these standards will mitigate the impact.

LEGAL DEFENSIBILITY

- **Process and Documentation.** The proposed EIR is a comprehensive environmental review process that includes the required public noticing for each phase of the project. We will conduct the initial scoping process for the Notice of Preparation with a scoping meeting, prepare the EIR, and review all required technical reports to ensure compliance with all CEQA requirements. Furthermore, the PlaceWorks team stays apprised of CEQA-related court cases and will ensure that our documentation and processing are legally defensible.

Scope of Work

- **Foresight.** As described in the Project Understanding section of this proposal, it is anticipated that the EIR for this project will be highly scrutinized, and as such, susceptible to various pitfalls. PlaceWorks is very aware of the vulnerability of warehousing projects, and we will prepare thorough documentation to ensure defensible documentation, consistently advise the City on recommended approaches, and substantiate the reasons for our recommendations. For example, early in the project we will review and consider the specific guidelines/recommendations provided by the State of California Attorney General for warehousing projects and proactively review these with the City and Applicant.

SCHEDULE ADHERENCE AND CITY COORDINATION

Key to the success of the overall project is a feasible schedule that incorporates the many deliverables in EIR preparation and processing. Our efforts to create a feasible schedule are reflected in the detailed MS Project schedule in the "Project Schedule" section. The schedule integrates the anticipated timelines for receipt of all required, Applicant-prepared technical reports and our reliance on each deliverable to complete the Draft EIR. It also incorporates an estimate for document review times by City staff. We will refine this schedule in coordination with the City and Applicant team at the kick-off meeting.

Beyond adherence to the expedited project schedule, our coordination with the City is essential to a successful project. Direct communication and coordination between the PlaceWorks team and City staff throughout the process will ensure clarity, efficiency, and a high-quality work product.

DETAILED WORK PLAN

The following scope of work has been prepared to provide the most cost- and time-efficient, legally defensible CEQA compliance for the Applicant's proposed warehousing 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 we discussed in our approach, we are proposing an EIR without the need for 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. For topical sections, the EIR would evaluate the impacts separately for each option, and provide separate significance findings, and modified mitigation measures as necessary.

TASK 1. PROJECT INITIATION

1.1 Project Kick-off Meeting

PlaceWorks' PM and assistant PM will attend one project kick-off meeting in person or virtually, based on the City's and Applicant's preference. 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 the City's responses to questions on the RFP, we have assumed that the following technical studies to support the EIR will be prepared by the Applicant's consultants and will be available to our team. We are assuming these technical studies (as applicable) would address both development options. Our schedule to complete the project description and the EIR will depend on timely receipt of the project information and remaining technical studies.

- Phase I Environmental Assessment (received)
- Geotechnical Study (2011 study received)
- Sewer Study (received)
- Hydrology Report (pending receipt)
- Water Quality Management Plan (pending receipt)
- Utility Study (pending receipt)

Based on our preliminary review of the technical studies provided, it is our assumption the additional studies or updates will be provided. For example, the 2011 Geotechnical Report prepared by Irvine Geotechnical was prepared for a Proposed Commercial/Retail Development and does not address the specifics of the currently proposed project. Similarly, questions remain regarding the required site remediation and site investigation and plans recommended in the Phase I report.

The Hotel and Retail Economic Feasibility Study as referenced in the RFP will not be required to support the project-related impact analysis in the EIR. In consultation with the City, however, this study may be useful in preparing Project Alternatives. Depending on the results of the study, it may be used for either rejecting a Hotel and Retail use project alternative, or determining that such a use should be defined and evaluated as a Project Alternative.

Deliverable(s):

- Kick-off meeting attendance

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) for both options. 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.

As described in the Project Understanding section, the current status of site remediation and the landfill is unclear. We will coordinate with the City and applicant to understand the remaining remediation required for the project site and include a detailed description of the required site cleanup, site preparation, and construction activities as part of the project description.

Deliverable(s):

- Draft and final project description (electronic copy)

1.3 Assembly Bill 52 and Senate Bill 18 Tribal Consultation and Support

Consultation with California Native American tribes under Assembly Bill 52 (AB 52) and Senate Bill 18 (SB 18) is the responsibility of the CEQA lead agency—in this case, the City of Irwindale. Because the proposed project includes a general plan amendment, Senate Bill 18 tribal consultation will be required. PlaceWorks can assist the City with the consultation process.

AB 52 states that tribes interested in consulting must submit or have submitted a general request letter to the lead agency to consult on projects requiring the preparation of a negative declaration, mitigated negative declaration, or environmental impact report. PlaceWorks will coordinate with the City to determine which tribes have submitted such requests. PlaceWorks

Scope of Work

will also contact the Native American Heritage Commission (NAHC) for the updated tribal consultation list to be used for the SB 18 consultation. It should be noted that NAHC can take up to 10 weeks to fulfill this request. PlaceWorks will contact the NAHC within 5 business day of the NTP to expedite the process.

Once the tribes to be consulted have been identified, AB 52 and SB 18 require that tribes be sent a letter with information about the project and asking if they wish to consult with the agency about the project. PlaceWorks will draft the template consultation letters on behalf of the City and submit them to City staff for review. PlaceWorks will print the approved letters on agency letterhead and mail them to the tribes. All letters will be sent via USPS Certified Mail.

Under AB 52 the tribes have 30 days to notify the City in writing of their desire to consult. Consultation must be initiated by the City within 30 days of receiving this written request. Under SB 18, tribes have 90 days to request consultation. For tribes that respond with a request to consult, the City will coordinate and handle actual consultation(s).

The AB 52 consultation initiation process must be completed prior to the release of the public review of the Draft EIR. If consultation is requested, the EIR may be certified/adopted only after consultation is concluded.

Deliverable(s):

- Tribal Consultation Template Letter
- Distribution of Tribal Consultation Letters
- Participation in consultation (if requested)

TASK 2. NOTICE OF PREPARATION AND SCOPING MEETING

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 two development options and their 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 at the project site and posting on the City's website.

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 meets these criteria, and a scoping meeting is required.

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 distribution of the NOP
- Electronic submittal of the NOP to the State Clearinghouse CEQANet web portal
- Preparation and attendance at the public scoping meeting
- PowerPoint presentation for scoping meeting

TASK 3. DRAFT EIR

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
- Environmental Setting
- Discussion of Existing Conditions, Environmental Analysis, and Mitigation Measures
- Cumulative Impacts
- Significant Unavoidable 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 for both development options 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. These sections would evaluate the impacts separately each development option, and provide separate significance findings, and modified mitigation measures as necessary. The topical issues not addressed in this chapter will be addressed and analyzed in “Impacts Found Not to Be Significant” at a similar level of detail as an Initial Study.

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

Scope of Work

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 for both development options and will include the project location and setting; the site characteristics; the Applicant's project objectives; and the characteristics of the project, including a clear description of construction activities, phasing, and assumptions that tie directly into the technical quantitative analyses. The project description will also detail the site remediation process and how phasing of the site cleanup relates to the proposed redevelopment of the project site.

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 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 Setting

This chapter of the DEIR will establish the baseline environmental setting information from which impacts will be assessed in the remainder of the DEIR. It will include a summary of existing conditions.

Environmental Impact Analysis

This chapter of the DEIR will include individual topical discussions of the environmental setting, project impacts, cumulative impacts, project design features, applicable mitigation measures, level of significance before mitigation, and level of significance after mitigation for both project options. The assessment of impacts will be consistent with CEQA requirements.

Other CEQA Considerations

PlaceWorks will prepare the following CEQA-required analysis sections: 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

Alternatives will be defined for each development option as applicable related to significance findings. 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 alternative 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. The No Project Alternative will likely consider two scenarios—the No Project/No Development alternative and the No Project/Development consistent with the Existing General Plan alternative. Under the Existing General Plan alternative, the project would be developed with uses consistent with the site's Regional Commercial land use designation. In addition to the No Project Alternative scenario, potential project alternatives may include:

- Alternative Project Design (e.g., alter building footprint or placement on-site)
- Alternative Industrial Use Mix (manufacturing/warehousing/business park/BESS)
- Reduced Intensity Alternative (i.e., fewer or smaller industrial buildings or smaller BESS)

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

Scope of Work

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 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 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 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 FEIR (MS Word)

4.2 Screencheck FEIR

PlaceWorks will submit an electronic version of the Administrative 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 two 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 for both development options. 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 for both development options. 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 takes action certifying the FEIR and approving the project, PlaceWorks will file the NOD with the Office of Planning and Research (OPR) and the Los Angeles County Clerk.

Deliverable(s):

- NOD (electronic copy)
- NOD filing

TASK 5. CITY STAFF COORDINATION MEETINGS, COMMUNITY MEETING, AND PUBLIC HEARINGS

Communication is key to a project's success. Our cost estimate is based on our attendance and participation in the 9 meetings identified in the RFP. The kick-off meeting and scoping meeting are included as Tasks 1.1 and 2.2, respectively. In addition to these meetings, PlaceWorks' project manager and assistant PM will participate in 4 staff coordination meetings (assumed to be virtual for cost estimating purposes). Our PM will attend the community meeting and two public hearings (Planning Commission and City Council) in-person.

Our team will serve as an extension of City staff and will prepare PowerPoint presentations 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' scope of work includes attendance at up to 4 meetings. PlaceWorks' technical specialists will attend meetings and public hearings upon request based on time and materials at our current rates.

Deliverable(s):

- 1 kick-off meeting (Task 1.1)
- 1 Scoping meeting (Task 2.2)
- Up to 4 meetings with City staff
- A community meeting
- Up to 2 public hearings (e.g., Planning Commission and City Council)

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 (approximately 12 months) in this proposal. If this schedule is extended beyond PlaceWorks' control, additional fees may be requested for Project Management.

TASK 7. PLACEWORKS TECHNICAL STUDIES

The scope of work for technical studies is based on the assessment of project construction and operation. It does not include the environmental review of site remediation related to landfill and former uses resulting in site hazards. Based on the applicant's project description, these efforts are addressed in previously prepared EIRs (NuWay Live Oak Inert Landfill) and a Conditional Use Permit approved by the City (see Project Understanding).

7.1 Air Quality and Greenhouse Gas Emissions Analyses

PlaceWorks will prepare an air quality and greenhouse gas (GHG) emissions technical analysis to evaluate the potential impacts of the proposed project (Options 1 and 2). For purposes of this scope and cost estimate, Option 1 comprises of proposed warehousing only and Option 2 comprises of warehousing and a BESS in lieu of Building 1. 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 California Emissions Estimator Model (CalEEMod). Mitigation measures to reduce potential impacts will be identified, as needed, to reduce potentially significant impacts of each proposed project option. The results of the technical analyses for Options 1 and 2 will be compiled into the DEIR and model outputs will be included as an appendix. A description of the individual tasks is provided.

Construction Phase. PlaceWorks will quantify short-term emissions generated from construction of the on-site and off-site improvements proposed under each proposed project option. Emissions modeling will be, based on the construction schedule and duration for the project, the anticipated equipment for each construction subphase, and demolition debris and soil haul volumes (if applicable), for each project option as provided by the Applicant. Where information is unavailable, PlaceWorks will use CalEEMod defaults, as appropriate, and coordinate with the Applicant to develop the construction assumptions. For purposes of this scope, it is assumed overall construction of the proposed project under each option will be in one development phase, based on preliminary information received. Maximum daily construction emissions will be compared to the South Coast AQMD regional significance thresholds for construction. Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to South Coast AQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the sensitive and non-sensitive uses proximate to the project site. In addition, a summary of the potential health risk impacts associated with project-related construction activities as evaluated in the construction health risk assessment (HRA) (see Task 7.3) will be provided.

Operational Phase. Buildout of the proposed Options 1 and 2 would generate criteria air pollutant and GHG emissions from area sources (e.g., landscaping, paints and consumer cleaning products), energy use (e.g., natural gas for heating, and electricity), and indirect GHG emissions from water use/wastewater generation and solid waste disposal. Additionally, development of the proposed Options 1 and 2 would generate mobile-source emissions from project-generated vehicle trips. Options 1 and 2 are anticipated to generate passenger vehicle trips associated with facility employees, truck trips, and emissions from onsite truck idling.

Emissions from mobile sources for Options 1 and 2 will be quantified based on the average daily trip generation and vehicle miles traveled (VMT) (if available) for passenger vehicles and trucks as provided by Iteris. Emissions from onsite truck idling will also be quantified. PlaceWorks will quantify emissions associated with off-road cargo-handling equipment (e.g., forklifts and yard trucks) based on information provided by the Applicant (e.g., number of forklifts) and emission factors from the California Air Resources Board (CARB) OFFROAD model. Additionally, and if applicable, PlaceWorks will quantify emissions associated with transport refrigeration units (TRU) in the event cold storage would be an allowed use. Emissions associated with TRUs will be based on the estimated number of TRUs as determined by Iteris or as provided by the Applicant. For Option 2, PlaceWorks will incorporate energy consumption data of the proposed BESS operation as provided by the Applicant. Furthermore, if available from the Applicant, PlaceWorks will incorporate the anticipated energy usage of each proposed option into the emissions modeling. The air quality analysis will also include a summary of the results of the operational HRA (see Task 7.4). 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.

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 (AQMPs) 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. The GHG section will discuss the GHG reduction goals of AB 32, SB 32, and SB 375. To achieve the GHG reduction targets of AB 32 and SB 32, the California Air Resources Board adopted the Scoping Plan. The Southern California Association of Governments has prepared a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SC) to address the regions requirements to reduce passenger-vehicle VMT and associated GHG emissions under SB 375. PlaceWorks will review the proposed project (Options 1 and 2) consistency with these statewide and regional GHG emissions reduction strategies.

Deliverable(s):

- Air quality and GHG emissions chapters of the DEIR
- Modeling data as an appendix to the DEIR

7.2 Energy

PlaceWorks will quantify energy use for Options 1 and 2 associated with project-related construction activity (i.e., fuels consumed by construction equipment and on-road vehicles) and from 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 EMFAC. Long-term on-road fuel usage will also be based on vehicle trip generation and VMT (if available) data provided by Iteris. Construction- and 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 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. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program. The results of the energy analysis will be summarized in the DEIR and modeling included as an appendix.

Deliverable(s):

- Energy chapter of the DEIR
- Modeling data as an Appendix to the DEIR

7.3 Construction Health Risk Assessment

Projects with construction activities proximate to sensitive land uses have the potential to expose sensitive individuals to elevated concentrations of toxic air contaminants and fine particulate matter (including diesel particulate matter). PlaceWorks will prepare a construction HRA to analyze potential health risk impacts of project-related construction activities to off-site sensitive receptors for Options 1 and 2. Construction-related toxic air contaminants and particulate matter impacts will be evaluated based on the specific construction-related characteristics (e.g., equipment use, construction phasing and duration) of the project and proximity to off-site sensitive receptors. The HRA will evaluate potential health risk and other applicable impacts from construction activities associated with Options 1 and 2. Air dispersion modeling will be performed using a South Coast AQMD-accepted computer-based model (e.g. AERMOD) to determine ground-level concentrations of hazardous air pollutants at the project site. Cancer and toxicity data published by the California Environmental Protection Agency will be used to estimate long-term and short-term (acute) health risks for off-site sensitive receptors. If warranted, either additional or revised mitigation measures will be recommended to reduce fugitive dust and exhaust emissions.

Deliverable(s):

- The construction HRA will be incorporated in the Air Quality chapter of the DEIR
- Modeling data as an Appendix to the DEIR

7.4 Operational Health Risk Assessment

South Coast AQMD requires an analysis of toxic air contaminants (TAC) when the project generates emissions proximate to sensitive receptors in order to ensure that the proposed project does not expose sensitive receptors to substantial pollutant concentrations. The project site is within 1,000 feet of the Kare Youth League Irwindale sports and recreation facility to the north across Arrow Highway. Additionally, though the nearest residences are 2,000 feet to the southeast, they and with the project site are within an identified SB 535 disadvantaged community. In consideration of these facts, PlaceWorks will conduct an operational HRA to evaluate potential health risk impacts to nearby residences and other sensitive populations (e.g., youths at the Kare Youth League Irwindale facility) from operational emissions of the proposed project (Option 1 and 2). Typical sources of TACs associated with warehousing facilities are from diesel-powered heavy-duty trucks and off-road equipment used in daily operations (e.g., forklifts and yard hostlers). Another potential source of TACs are TRUs for warehousing facilities that include cold storage. Although battery energy storage is not a process which emits TACs during normal business operation, TACs could be emitted in the instance of a thermal runaway reaction or overcharge event. For Option 2, health risks would be determined for the event of a battery cell or module malfunction and TACs are emitted, as a precautionary measure.

The HRA will evaluate potential health risk impacts to off-site sensitive receptors from these sources (if applicable) associated with the proposed project (Options 1 and 2). 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 hazardous air pollutants for the nearest off-site sensitive receptors. South Coast AQMD's prioritization screening methodology would be used to characterize TAC emissions from the battery energy storage. Cancer and toxicity data published by CalEPA will be used to estimate short-term and long-term health risks for off-site sensitive receptors.

PlaceWorks will prepare the HRA Technical Report based on the analysis described above. The report will include proposed mitigation measures to reduce the potentially significant impacts of the project. We have included an allotment of four hours to address comments from the City on the draft technical study.

Deliverable(s):

- Draft health risk assessment technical report (electronic copy)
- Final health risk assessment technical report (electronic copy)

7.5 Cultural and Paleontological Records Search

PlaceWorks will request a records search for cultural resources within a 0.5-mile radius of the project site from the South Central Coastal Information Center (SCCIC). A review of relevant archival records (e.g., historic maps and aerials) will be conducted, and site records will be obtained. Note: Due to COVID-19, the response time for records searches is longer than normal—eight to ten weeks to receive the results of the records search. PlaceWorks will initiate the records search within five business days of the NTP to expedite the process.

PlaceWorks will also request a Sacred Lands File (SLF) Search from the Native American Heritage Commission (NAHC). A request for a records search for known paleontological resources and sensitivity will also be sent to the Natural History Museum of Los Angeles County.

The results of the SCCIC records search, NAHC SLF search, and paleontological resources records search will be incorporated into the DEIR, and the correspondence will be included as an appendix to the DEIR, with the exception of sensitive cultural resources data, which will not be provided for the public review version of the DEIR.

7.6 Noise and Vibration Analysis

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed project. The DEIR will discuss relevant criteria for noise exposure based on applicable federal, state, and local standards, including applicable standards from the Irwindale and Baldwin Park municipal codes and General Plan noise elements, since the nearest sensitive receptors (residences) are in Baldwin Park.

The nearest sensitive receptors are residences over 2,000 feet to the south in Baldwin Park. The dominant noise sources in the project area are I-605, Live Oak Avenue, and Arrow Highway and existing commercial/industrial operations at neighboring businesses. PlaceWorks proposes to assess existing conditions and other environmental characteristics based on available data in the cities' General Plan, aerial photography from Google Earth, site visits, and traffic noise modeling. No ambient noise monitoring is proposed.

Operational Noise

PlaceWorks will analyze long-term operational noise impacts for two Options which include the proposed warehouse (Option 1) and the proposed warehouse with a BESS in lieu of Building 1 (Option 2). Long-term operational noise will be primarily related to on-site operations and traffic trip generation from the proposed project. Traffic forecasts provided by the traffic engineer will be used to conduct a traffic noise impact assessment for both options.

Operational noise under Option 1, such as HVAC and loading dock activity, will be addressed using information provided by the project Applicant and noise studies of similar uses. Based on the information provided for the BESS, each battery storage container generates 75 dBA of noise. As a result, stationary noise associated with Option 2 would also be a primary noise sources. Operational noise under Option 2 will also be assessed using noise studies of similar uses in addition to SoundPLAN computer modeling for the battery storage facility. Project operational noise contours will be graphically displayed as figures.

Scope of Work

Construction Noise

The nearest noise-sensitive receptors are residents over 2,000 feet away. Therefore, construction noise is anticipated to attenuate considerably at the nearest receptors. However, the construction from both Options will temporarily elevate the ambient noise environment above existing conditions in the project vicinity. PlaceWorks will analyze and quantify temporary construction noise and vibration impacts for Option 1 and Option 2, in addition to construction from offsite improvements. The analysis will discuss specific construction equipment (provided by the Applicant) and discuss the anticipated extended construction schedule for both on-site construction and off-site roadway improvements (Live Oak Lane widening and street light installation). PlaceWorks also assumes that no pile driving would occur.

The findings of the technical analyses and impact assessment will be provided in a noise and vibration section of the EIR, along with mitigation measures for any potentially significant noise and vibration impacts. Noise modeling outputs will be provided in an appendix.

Deliverable(s):

- Noise chapter of the DEIR
- Modeling data as an Appendix to the DEIR

TASK 8. TRAFFIC IMPACT ANALYSIS: ITERIS

PlaceWorks has partnered with Iteris to prepare a transportation analysis for the project to determine consistency with CEQA Guidelines Section 15064.3(b) (VMT evaluation). The study will be suitable for inclusion in the DEIR and will provide traffic data that will also be an integral part of the DEIR's noise, air quality, and GHG analyses. Iteris will also perform a focused traffic analysis (non-CEQA analysis) to address City-specific traffic operations.

8.1 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) Focused traffic analysis to address City-specific traffic operations (i.e., non-CEQA analysis) and 2) CEQA-level VMT Analysis. If required, a scoping Memorandum of Understanding (MOU) between the City and Iteris will be initially prepared to document the agreed upon assumptions for the study. The MOU will include such items as intersections to be studied, trip generation for proposed uses, ambient growth factor, related development projects, trip distribution patterns, and other methodological issues.

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.

8.2 Traffic Analysis

Based on the MOU/refined scope, Iteris proposes to prepare a focused traffic analysis of the study area in the near vicinity of the proposed project site along Live Oak Avenue and Arrow Highway, utilizing the City of Irwindale's Traffic Study guidelines. The focused analysis will provide an assessment of the project's effects on intersection level of service (LOS) and queuing at up to 15 adjacent intersections. Iteris will utilize the Institute of Transportation Engineers' (ITE) Trip Generation manual 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 proposed project (for Option 1 and Option 2), describing the distribution and assignment of project trips along the circulation network.

The budget assumes 15 peak hour traffic counts to be conducted by a subcontractor if the City does not have recently conducted intersection traffic counts at the study intersections.

- Live Oak Avenue at Arrow Highway (West)
- Live Oak Avenue at I-605 Northbound Off-Ramp (Eastbound)
- Live Oak Avenue at I-605 Northbound Off-Ramp (Westbound)
- Live Oak Avenue at I-605 Northbound On-Ramp
- Live Oak Avenue at Live Oak Lane
- Live Oak Avenue at Graham Road
- Live Oak Avenue at Rivergrade Road
- Live Oak Avenue at Stewart Avenue
- Arrow Highway at I-605 Southbound Off-Ramp
- Arrow Highway at I-605 Northbound On-Ramp (Eastbound)
- Arrow Highway at I-605 Northbound Off-Ramp (Westbound)
- Arrow Highway at Live Oak Lane
- Arrow Highway at San Gabriel River Trail
- Arrow Highway at Rivergrade Road
- Arrow Highway at Live Oak Lane (East)

The traffic analysis will be summarized in a traffic analysis report.

8.3 CEQA 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 Southern California Association of Governments' (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, Iteris 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:

Scope of Work

- Work-based VMT per Employee
- Total VMT

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

- City-wide VMT
- Regionwide VMT (SCAG 6-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 forecast roadway segment volumes. The post-processor is consistent with NCHRP Report 765 guidelines, which is an update to the NCHRP Report 255.

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

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.

Other CEQA Data

Data for other CEQA resource areas produced by the analysis are described below.

Noise

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

Air Quality and Greenhouse Gas 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

8.4 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 will be 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 traffic impact study (electronic copy)
- Final traffic impact study (electronic copy)
- 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 (for both options).
- Base year and future year baseline VMT analysis in Excel format

TASK 9. TECHNICAL STUDIES PEER REVIEW

PlaceWorks will conduct third-party technical reviews of Applicant-provided technical reports to determine the adequacy of the studies for CEQA purposes. Each report will be reviewed by experienced, in-house experts.

9.1 Phase I Environmental Site Assessment and Geotechnical Study

The applicant-prepared technical studies include geotechnical studies and a Phase I Environmental Site Assessment (ESA). The 2011 Geotechnical study recommended the removal of the top 70 feet of material in the approximately 120- to 130-foot-deep pit at the site because the improper disposal of material resulted in inadequate compaction that would not properly support buildings and infrastructure. The CUP had stipulated that engineered fill material be disposed in the pit that could be used to support buildings, that the placement of the fill material would be documented, and, in addition, a final compaction report would certify the fill for engineering support of structures. The final compaction report was not prepared, and in 2007 a Geotechnical exploration was implemented that found oversized materials that made the investigation difficult. The site is in general underlain with fill material to a depth of 12 to 15 feet followed by material that does not meet the specification of engineered fill and does not meet compaction requirements needed to support structures.

The 2021 Phase I ESA report prepared by Terracon identified Recognized Environmental Conditions (RECs), a historical REC, and data gaps at the site. Terracon recommended additional site investigation to assess subsurface conditions at the site to evaluate the RECs. The 2021 Phase I ESA did not discuss if the top 70 feet of material at the site had been excavated as discussed in the 2011 Geotechnical report. Based on the information that we have reviewed, it does not appear to have been implemented.

PlaceWorks will review these technical studies to confirm their adequacy for application to CEQA, consistency among technical reports, and accuracy in the representation of project-related information. If the consultant deems that any technical studies are insufficient, the consultant will provide a memo outlining any inadequacies/inaccuracies of these

Scope of Work

documents. The applicant will be responsible for submitting a revised version. These technical studies will be incorporated into the Draft EIR, as applicable.

PlaceWorks will coordinate with the City, Applicant, and their technical consultants to clearly understand the current status of the project site relative to any remediation and regulatory requirements and to ensure that the EIR includes this information as well as any required mitigation to ensure that hazards are mitigated to less than significant. It is our understanding that the site is under the oversight of the Los Angeles Regional Water Quality Control Board, and the landfill is part of the reclamation of the mining pit that is required by the State Surface Mining and Reclamation Act of 1975 (SMARA) (Public Resource Code § 2710 et seq.) and the City of Irwindale's Surface Mining Ordinance. It is critical to understand what the remaining regulatory requirements are to be able to construct the project and incorporate the required phasing and regulatory standard based performance measures as needed. We will ensure that measures are not impermissibly deferred. Without this oversight, hazards could present a high vulnerability with respect to CEQA challenges.

This project is characterized by challenges similar to the City of Jurupa Valley's 4.2 million square foot warehouse development EIR that PlaceWorks prepared. The 290-acre Aqua Mansa site in Jurupa Valley was a former quarry and cement production plant that qualified as a Superfund site. PlaceWorks' site assessment team worked closely with the city, applicant, and regulatory agency to refine the project description and phasing of additional site assessment studies and remediation, ensuring a defensible EIR.

We will also clarify other technical reports that may be pending, including but not limited to geotechnical report that addresses the site grading and development, soils management plan, groundwater management plan, etc. and whether these will be prepared before or after project approval/EIR certification

9.2 Hydrology and Water Quality

PlaceWorks will conduct a third-party technical review of the hydrology report and the water quality management 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. The review will be conducted by California licensed civil engineers.

Deliverable(s):

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

9.3 Sewer and Utility Studies

The City's response to RFP questions notes that all the studies listed in their response will require peer review. The sewer study, utility study, and the water supply assessment prepared for the proposed project will be reviewed for general accuracy and methodology and for CEQA adequacy. This scope of work assumes one round of peer review and comment. The review will be conducted by California licensed civil engineers.

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:**

Cost Proposal

Irwindale Gateway Industrial Development

As shown in the Budget Summary below, the estimated cost to complete the scope of work for both Option 1 and Option 2 is \$409,540. A breakdown of milestones by task are provided in the proposal under "Detailed Scope of Work."

Budget Summary

Task	Cost for Option 1	Additional Cost for Option 2	Total Cost
TASK 1. PROJECT INITIATION			
1.1 Project Kick-off Meeting	\$3,029	\$0	\$3,029
1.2 Project Description	4,111	3,570	7,681
1.3 Assembly Bill 52 Tribal Consultation and Support	3,019	0	3,019
TASK 2. NOTICE OF PREPARATION AND SCOPING MEETING			
2.1 Notice of Preparation	2,938	0	2,938
2.2 Scoping Meeting	3,907	0	3,907
TASK 3. DRAFT EIR			
3.1 Administrative Draft EIR	91,418	17,422	108,839
3.2 Screencheck DEIR	11,638	2,550	14,188
3.3 Public Review EIR	6,334	2,550	8,884
TASK 4. FINAL EIR			
4.1 Administrative FEIR	15,473	0	15,473
4.2 Screencheck FEIR	3,631	0	3,631
4.3 Mitigation Monitoring and Reporting Program	1,091	408	1,499
4.4 Findings of Facts and Statement of Overriding Considerations	4,264	1,428	5,692
4.5 Notice of Determination	612	0	612
TASK 5. CITY STAFF COORDINATION MEETINGS, COMMUNITY MEETING, AND PUBLIC HEARINGS			
5. City Staff Coordination Meetings, Community Meeting, and Public Hearings	10,955	0	10,955
TASK 6. PROJECT MANAGEMENT			
6. Project Management	18,972	0	18,972
TASK 7 PLACEWORKS TECHNICAL STUDIES			
7.1 Air Quality and Greenhouse Gas Emissions Analyses	19,166	7,104	26,270
7.2 Energy	3,121	1,561	4,682
7.3 Construction Health Risk Assessment	7,013	3,585	10,598
7.4 Operational Health Risk Assessment	12,714	2,264	14,979
7.5 Cultural and Paleontological Records Search	1,800	0	1,800
7.6 Noise and Vibration Analysis	12,689	9,812	22,501

August 31, 2022 (Update to Cost Proposal Dated August 4, 2022)

Budget Summary

Task	Cost for Option 1	Additional Cost for Option 2	Total Cost
TASK 8 TRAFFIC IMPACT ANALYSIS - ITERIS			
8.1 Project Management, Project Initiation, Scope Refinement, and Data Collection	7,128	924	8,052
8.2 Traffic Analysis	29,590	5,676	35,266
8.3 CEQA Analysis	29,590	5,676	35,266
8.4 Documentation, Response to Comments, and Meetings	5,148	319	5,467
TASK 9 TECHNICAL STUDIES – PEER REVIEW			
9.1 Phase I Environmental Site Assessment and Geotechnical Study	8,951	0	8,951
9.2 Hydrology and Water Quality	1,897	0	1,897
9.3 Sewer and Utility Studies	2,846	0	2,846
Subtotal	\$323,044	\$64,850	\$387,893
REIMBURSABLE EXPENSES	21,147	500	\$21,647
GRAND TOTAL	\$344,190	\$65,350	\$409,540

August 31, 2022 (Update to Cost Proposal Dated August 4, 2022)

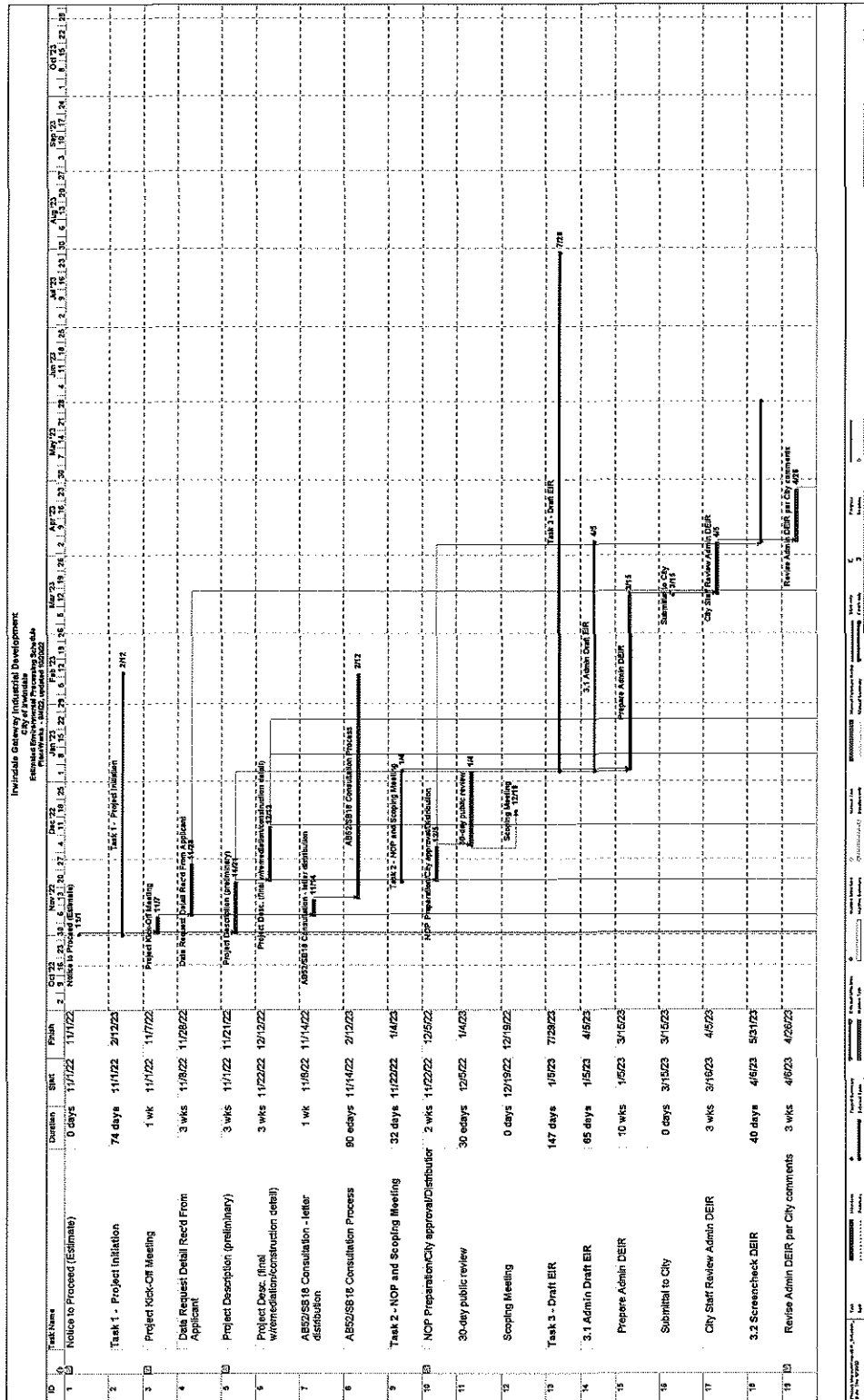
- II. The compensation for the Services shall not exceed the Contract Sum and total compensation for all Services during the Term of this Agreement shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**
- III. The City will compensate Consultant for the Services performed 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.**

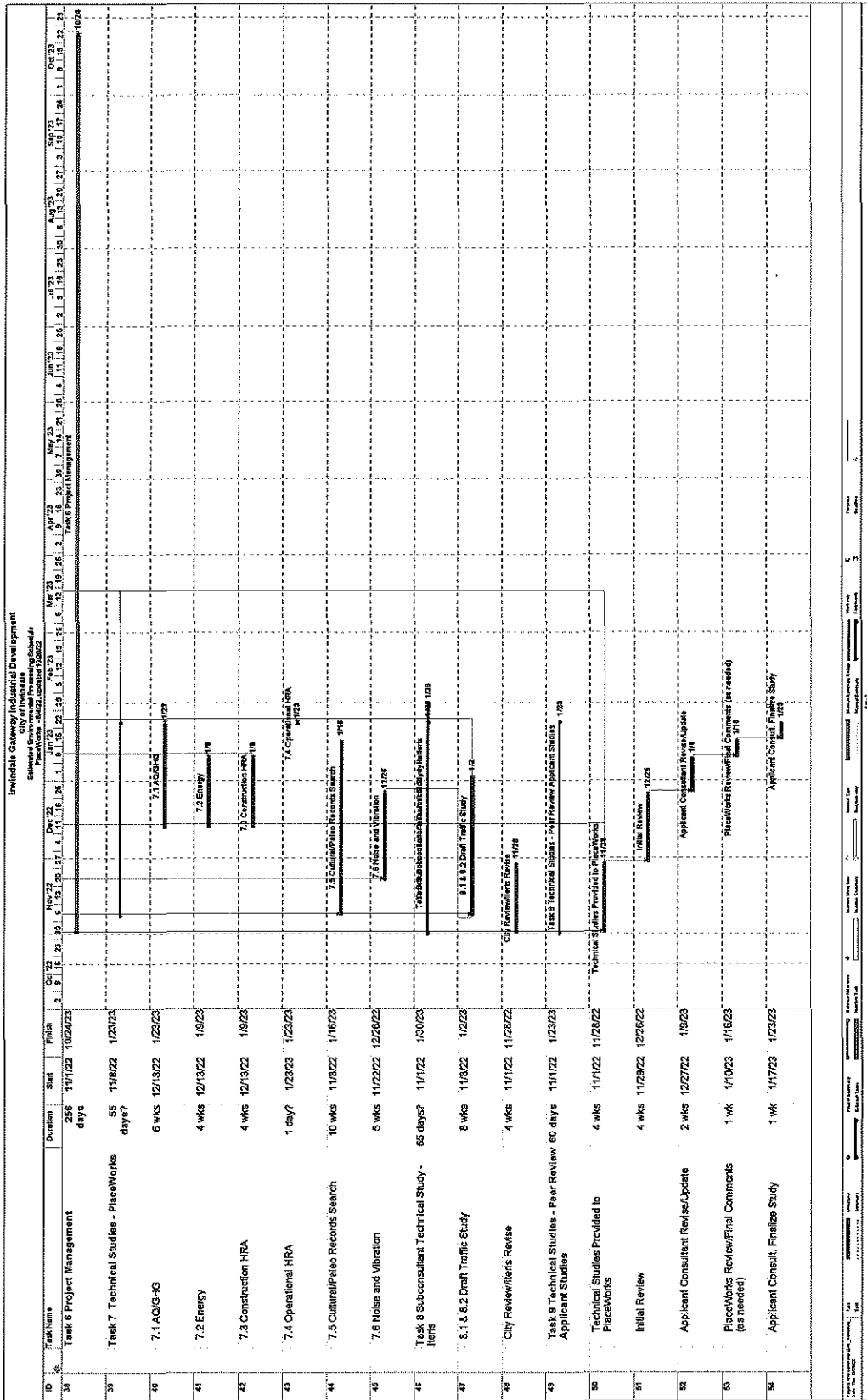
EXHIBIT "D"

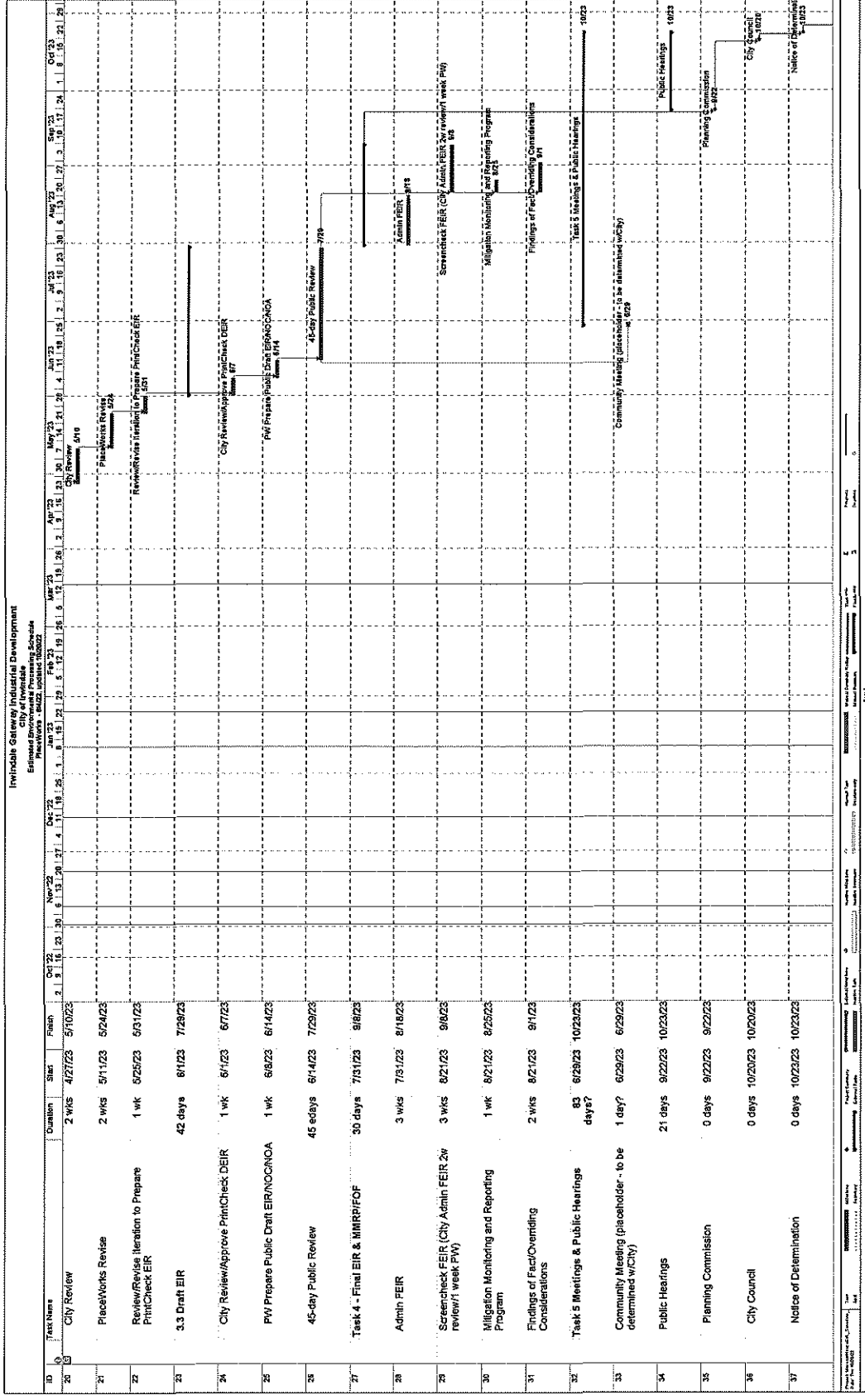
SCHEDULE OF PERFORMANCE/TIMELINE

- 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







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

City of
IRWINDALE
AGENDA REPORT

CC Item 1J

Date: October 26, 2022
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Request to approve Amendment No. 1 to the Professional Consulting Contract with Environmental Science Associates (ESA) to complete the preparation of an updated Housing Element, Safety Element, and development of an Environmental Justice Element and the appropriate Environmental Review document in compliance with State Law.

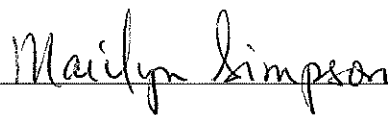
City Manager's Recommendation:

- 1) Approve Amendment No. 1 to the Professional Consulting Contract with Environmental Science Associates (ESA) for a budget augment in the amount of \$145,000 to complete the Housing Element, Safety Element, and Environmental Justice Element and environmental document; and
- 2) Approve Resolution No. 2022-100-3350 entitled, "A Resolution of the City Council of the City of Irwindale, California, Amending the Fiscal Year (FY) 2022-2023 Budget by Appropriating \$145,000 for Amendment No. 1 to the Professional Consulting Contract with Environmental Science Associates (ESA) to Complete the Preparation of the Housing Element, Safety Element, and Development of an Environmental Justice Element, and the Appropriate Environmental Review Document"

Administrative Action:

Submitted & Prepared by:

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



Reviewed by:

Adrian R. Guerra, City Attorney

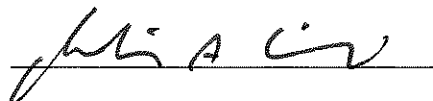
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 23, 2021, the City Council approved the Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of the Housing Element, Safety Element, and new Environmental Justice Element and applicable environmental review. The original contract was for \$642,332 (50% paid by the General Fund and 50% paid by the Mining Impact Fund). ESA is requesting a budget augment of \$145,000 to complete the document and bring the total contract to \$787,332.

The original scope of work included three virtual workshops and one joint study session with the Planning Commission and City Council. One Joint Planning Commission/City Council study session and three workshops have already been held:

1. Joint Planning Commission/City Council Study Session (in person, held on April 25, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements
2. Workshop #1 (virtual, held on April 7, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements and included an interactive model building exercise
3. Workshop #2 (in-person, held on May 25, 2022), focused on the Housing Element and sites inventory
4. Workshop #3 (in-person, August 9, 2022); focused on safety and environmental justice existing conditions with an interactive model building exercise

The budget augment request is for additional work that was requested by the City and to comply with new State regulations. The additional work included the first Joint Study Session, Workshop #2 and two additional City Council meetings to review the sites inventory. Identifying viable sites for the housing sites inventory has taken longer than anticipated and requires additional work by the consultants to complete the analysis and justification of the sites to be included in the Housing Element update, as well as respond to comments from HCD. In addition, the City is required to comply with Senate Bill (SB) 99 as part of the Safety Element update that requires further work by the consultant.

Additional workshops and a Joint Planning Commission/City Council study session are still needed to complete the update, including the following:

1. ADDITIONAL Workshop #4 to provide public review of Housing Element
2. ADDITIONAL Workshop #5 to provide public review of Safety and Environmental Justice Elements
3. ADDITIONAL Joint Planning Commission and City Council Study Session on all elements to provide an opportunity to review the draft before it goes to public hearings
4. ADDITIONAL City departments and local agency stakeholder interview meetings (virtual/phone, as needed to obtain information needed for the Environmental Justice and Safety Elements)
5. Workshop #6 to present the Final Environmental Justice Element

A revised Schedule of Performance and Fee Schedule has been included in Amendment No. 1 as Exhibits "A-1" and "B-1" in the Professional Services Agreement with ESA.

Fiscal Impact:

A Budget Amendment to the Fiscal Year 2022/2023 Adopted Budget in the amount of \$145,000 (which will be allocated 50% or \$72,500 between the General Fund (01-51-510-42300-0000) and Mining Impact Fund (13-51-530-42300-0000)) is needed to appropriate funds for the services rendered.

Attachments:

- A – Amendment No. 1 to the Professional Services Agreement with Environmental Science Associates
- B – Resolution No. 2022-100-3350

ATTACHMENT "A"

CITY OF IRWINDALE CITY COUNCIL AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF IRWINDALE AND ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)

THIS AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT (herein "Amendment No. 1") is made and entered into this 26th day of October 2022, by and between the City of Irwindale, a California municipal corporation ("City"), and Environmental Science Associates (ESA), a California corporation ("Consultant" or "ESA"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

WHEREAS, pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Amendment No. 1; and

WHEREAS, on or about June 23, 2021, the City and Consultant entered into that certain Contract Services Agreement ("Agreement"), not to exceed SIX HUNDRED AND FORTY TWO THOUSAND THREE HUNDRED AND THIRTY TWO DOLLARS (\$642,332.00), for the preparation of a Housing Element Update, Safety Element Update, and new Environmental Justice Element and applicable environmental review document;

WHEREAS, the City and the Consultant wish to amend the Agreement to increase the Contract Sum by ONE HUNDRED FORTY FIVE THOUSAND (\$145,000) for the completion of the Housing, Safety, Environmental Justice Elements and environmental review document; bringing the final contract total to \$787,332.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Scope of Services attached as Exhibit "A-1" to the Agreement shall be amended to add the additional services described in Exhibit "A-1" attached hereto.

2. Section 2.1 of the Agreement entitled "Contract Sum" shall be amended in its entirety to add an additional \$145,000 to the Contract Sum for the preparation and completion of the Housing, Safety, Environmental Justice Elements, and environmental review document to read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" identified as Exhibit "B-1" for \$145,00 and incorporated herein by this reference, but not exceeding SEVEN HUNDRED AND EIGHTY SEVEN THOUSAND THREE HUNDRED AND THIRTY TWO DOLLARS (\$787,332.00) in accordance with the requirements under this Agreement."

3. Section 3.4 of the Agreement entitled "Term" shall be amended in its entirety to read as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7, "Enforcement of Agreement and Termination" of the contract, this Agreement shall continue in full force and effect until terminated but not to exceed June 30, 2023.

4. Full Force and Effect. Except as expressly modified herein, all other provisions of the Agreement shall remain unmodified and in full force and effect.

5. Corporate Authority. The persons executing this Amendment No. 1 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. 1 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. 1 does not violate any provision of any other agreement to which said party is bound.

7. Corporate Authority. The person executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[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 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:

ENVIRONMENTAL SCIENCE
ASSOCIATES (ESA), a California
corporation

By: _____
Name: Ruta K. Thomas
Title: Senior Vice President
/Southern CA Regional
Director

By: _____
Name: Monica Strauss
Title: Vice President
Address: 770 Paseo Camarillo # 310
Camarillo, CA 93010

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-1"

AMENDMENT NO. 1 SCOPE OF SERVICES

1.5 Task D: Community Engagement

The total hours in our original work scope that ESA had allocated to public outreach and engagement efforts have almost all been expended as a result of having coordinated and/or completed successful outreach efforts to date (i.e. one community workshop, a City Council and Planning Commission joint-study session, and a housing element workshop presented and attended by BAE) as well as translating workshop materials into Spanish. ESA's original scope of work described that if it were to become clear that the City would require assistance in excess of the allocated hours, ESA would revise our scope and fee, following an agreement, which is the intent of this task modification request.

1. Workshops & Stakeholder Meetings

The approved scope of work for the project included three virtual workshops and one joint study session with the Planning Commission and City Council. This amendment now includes the following series of workshops, meetings and study sessions in response to City staff's request, for a total of 2 additional workshops, one additional meeting with City Council, and one additional joint study session, as indicated below:

1. Workshop #1 (virtual, held on April 7, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements and included an interactive model building exercise
2. Joint Planning Commission/City Council Study Session (in person, held on April 25, 2022); provided an overview of the Housing, Safety and Environmental Justice Elements
3. Workshop #2 (in-person, held on May 25, 2022), focused on the Housing Element and sites inventory
4. ADDITIONAL City Council Meetings (in-person, held on May 26, 2022 and virtual meeting held on June 22, 2022), focused on sites inventory
5. Workshop #3 (in-person, August 9, 2022); will focus on safety and environmental justice existing conditions
6. ADDITIONAL Workshop #4 (in-person); will provide public review of Housing Element
7. ADDITIONAL Workshop #5 (in person); will provide public review of Safety and Environmental Justice Elements
8. ADDITIONAL Joint Planning Commission and City Council Study Session on all elements (in person); will provide an opportunity to review the draft before it goes to public hearings
9. ADDITIONAL City departments and local agency stakeholder interview meetings (virtual/phone, as needed to obtain information needed for the Environmental Justice and Safety Elements)
10. Workshop #6 (in person, TBD); will present the Final EJ Element

In addition, ESA assisted with the preparation of translated community surveys and community workshop materials, including translating employee and resident surveys in Spanish, designing and preparing community workshop flyer, translating a community workshop flyer, and

preparation of a bilingual presentation and script for the first workshop, which were not anticipated in our original scope of work.

The remaining workshops and meetings will be attended in person by either ESA, Place It!, and/or BAE staff, accordingly and will include necessary assistance in translating presentation and workshop materials. In addition, stakeholder interviews will be conducted with a list of ESA-identified stakeholders such as CAL FIRE and city departments to obtain information needed for the Environmental Justice and Safety Elements. Given this, ESA is respectfully requesting additional budget to complete the additional housing element and safety and environmental justice element workshops and meetings listed above. The total requested budget listed in the table below includes reimbursable expenses for necessary travel and lodging to attend workshops in person.

ESA requests \$32,600 in additional budget to coordinate and prepare the necessary materials for additional workshops and conducting stakeholder interview meetings with the necessary city departments and local agencies. BAE requests an additional budget of \$13,984 for the additional services listed above. The total effort for this task is \$46,584.¹

Task D Deliverable(s):

- One additional City Council Meeting to review housing sites inventory (completed)
- Two additional in-person community workshops for General Plan Update (one for Housing Element and one for Safety and Environmental Justice)
- Generation of presentations and necessary maps
- Translating necessary bilingual materials for community workshops
- One additional in-person Joint Planning Commission and City Council Informational Workshop
- Additional stakeholder interview meetings with city departments and local agencies

Task E: Preparation of Draft Housing Element

1. Housing Sites Inventory

Identifying viable sites for inclusion in the County's housing sites inventory is taking longer than anticipated and many issues are still unresolved. ESA is requesting additional hours for BAE and ESA to work with staff to solidify the initial list of sites and complete a draft analysis and justification of the initial sites for inclusion in the Housing Element Update that is circulated for public review. We understand that the initial list of sites will be subject to change based on the City's consultation with City representatives and property owners (and subsequently based on

¹ This total does not include ESA's or BAE's contingency fee or reimbursable expenses for ESA and BAE to travel to in-person meetings or workshops.

input from the public, the Planning Commission, and the City Council). ESA will update housing site maps and associated GIS files, accordingly.

2. Respond to HCD Comments

ESA expects the need for BAE to update the analysis and justification several times based on input and direction, including comments from HCD.

ESA requests \$2,880 in additional budget to prepare and make updates to necessary housing site maps and associated GIS files and BAE requests an additional budget of \$14,720 for the additional services listed above. The total effort for this task is \$17,600.²

Task E Deliverable(s):

- Updated Housing Sites Inventory list to be included in the draft Housing Element Update Document for public and HCD review
- Revised draft and final housing sites inventory and housing inventory analysis and justification
- Updated maps and associated GIS files
- Electronic version of the final Housing Sites Inventory for delivery to HCD concurrent with the adopted Housing Element

Task J: Project Management

The original contract executed on June 23, 2021, had provided meetings, management, and coordination scope and budget for bi-weekly meetings and as needed coordination for 52 weeks, or one year under Task D, Community Engagement. In order to sufficiently support the additional efforts described in this proposal and those remaining from the original project scope, ESA and BAE will require time for project management tasks to be budgeted under a new "Task J" for project management. Given that the updated project schedule will go into June of 2023, or approximately eleven months past what we had originally scoped for, we will need this task in order for ESA and BAE to attend the additional 20 bi-weekly meetings as well as perform management and coordination tasks for the project. Going forward, we will ensure that only strategic staff members attend the bi-weekly conference calls and will limit attendance to no more than two (2) ESA staff.

ESA currently does not have any budget for this task and is requesting additional budget for a new task as the remaining budget in Task D, Community Engagement is not sufficient for project management and coordination of the Project through June 2023. It is unknown at this time the duration of the Project as there are several factors affecting the schedule. As such, ESA requests

² This total does not include ESA's or BAE's contingency fee.

an additional budget for services for an additional 40 weeks, or through June 2023, at which point the need for additional project management and coordination time would be reassessed.

ESA requests \$42,200 in additional budget and BAE requests an additional budget of \$7,360 for the additional services listed above. The total effort for this task is \$49,560.³

Task J Deliverable(s):

- Attendance at additional 30 bi-weekly meetings/conference calls with City staff and the project team
- Invoices, quality assurance, client correspondence, and budget and schedule management
- BAE to attend additional 30 bi-weekly meetings/conference calls with the City staff and the project team

Task K: Senate Bill (SB) 99 Analysis

The City is required to comply with Senate Bill (SB) 99 as the Safety Element is currently being updated as part of the General Plan Update. SB 99 requires review and update of the safety element to include information identifying residential developments in hazard areas that do not have at least two emergency evacuation routes. ESA will require time for SB 99 tasks to be budgeted under a new "Task K" for the SB Analysis. ESA will prepare an emergency evacuation route analysis in compliance with SB 99, which will include a series of maps identifying parcels with only one emergency access route in the City or "Study Area." An ESA Geospatial & Technology Services Analyst will prepare necessary maps of residential developments and access to evacuation routes. Maps will be based on the Study Area, which does not exceed the City of Irwindale boundary and will be created using the latest property/parcel boundary (i.e. APN) and road network information available.

Task K Deliverable(s):

- SB 99 analysis to be drafted and included in the second administrative draft of the Safety Element within the Emergency and Preparedness section
- Maps identifying residential developments in hazard areas that do not have at least two emergency evacuation routes

ESA currently does not have any budget for this task and is requesting additional budget for a new task. ESA requests \$5,035 total in additional budget for the additional services listed above.

³ This total does not include ESA's or BAE's contingency fee.

EXHIBIT "B-1"

SCHEDULE OF COMPENSATION/BUDGET

Fee Proposal

All costs will be billed on a time and materials basis for a total not-to-exceed amount of **\$144,579** (which includes ESA's 15% contingency and BAE's 10% contingency fee and reimbursable expenses for ESA and BAE). All costs will be based on actual hours and expenses incurred.

The following table provides a summary of the additional cost modifications for ESA and BAE separately and combined, and the total amendment budget.

Task Name	Amendm ent No. 1 ESA	Amendme nt No. 1 BAE	Amendment No. 1 (ESA+BAE)
Task D – Community Engagement	-	-	-
D.6 Sites Workshop (5-25-22)	\$3,000	\$4,416	\$7,416
D.7 City Council Meeting (5-26-22)	-	\$3,680	\$3,680
D.8 Virtual City Council Meeting (6-22-22)	-	\$1,472	\$1,472
D.9 Additional Community Workshops & Stakeholder Meetings	\$29,600	\$4,416	\$34,016
Task E – Preparation of Draft Housing Element (BAE)	\$2,880	\$14,720	\$17,600
Task J – Project Management	\$42,200	\$7,360	\$49,560
Task K – SB 99 Analysis	\$5,035	-	\$5,035
Non-Labor Expenses	\$7,579	\$2,208	\$9,787
Subconsultant 10% Contingency	-	\$3,606	\$3,606
ESA 15% Contingency	\$12,407	-	\$12,407
TOTAL	\$95,122	\$41,878	\$144,579

ESA reserves the right to transfer fees among line items, as budget flexibility is needed to respond to shifts in effort that invariably occur due to unexpected circumstances. Should the need arise for additional professional services beyond those set forth in the scope of services due to changes in the process or the regulatory environment, ESA will request written authorization to proceed prior to the initiation of the additional services.

ATTACHMENT "B"

RESOLUTION NO. 2022-100-3350

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING THE FISCAL YEAR (FY) 2022/2023 BUDGET BY APPROPRIATING \$145,000 FOR AMENDMENT NO. 1 TO THE PROFESSIONAL CONSULTING CONTRACT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) TO COMPLETE THE PREPARATION OF THE HOUSING ELEMENT, SAFETY ELEMENT, AND DEVELOPMENT OF AN ENVIRONMENTAL JUSTICE ELEMENT, AND THE APPROPRIATE ENVIRONMENTAL REVIEW DOCUMENT

WHEREAS, the Housing Element of the General Plan is one of seven elements mandated by State law. The Housing Element is subject to detailed statutory requirements and requires review and certification by the State Department of Housing and Community Development (HCD); and

WHEREAS, the City is in need of professional and technical expertise to prepare the comprehensive update to the Housing Element of the General Plan in a timely manner and completed a Request for Proposals process in order to evaluate to solicit and evaluate firms to provide these services; and

WHEREAS, on June 23, 2021, the City Council approved a Professional Consulting Contract with Environmental Science Associates (ESA) for the preparation of an updated Housing Element, Safety Element, and Development of an Environmental Justice Element and the Appropriate Environmental Review Document in the amount of \$642,332; and

WHEREAS, additional work is needed to complete preparation of the documents, including workshops, meetings, and a second study session, as requested by the City and to comply with new State legislation (SB 99); and

WHEREAS, on October 6, 2022, ESA requested a budget augment of \$144,579 to complete the Housing, Safety, and Environmental Justice Elements, and Environmental Review document; and

WHEREAS, an additional budget amendment and appropriation of \$145,000, 50% or \$72,500 from the General Fund and 50% or \$72,500 from the Mining Impact Fund is required to pay for ESA to complete the preparation of the Housing, Safety, and Environmental Justice Elements and Environmental Review document.

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

Section 1. The Fiscal Year (FY) 2022-2023 Budget is hereby amended and an amount of \$145,000 is hereby approved for the appropriation of funds to pay for the completion of the Housing Element, Safety Element, Environmental Element, and Environmental Review document.

Section 2. 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 26th day of October 2022.

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. 2022-100-3350 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 26th day of October 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1K

Date: October 26, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Approve a Project Reimbursement Agreement between the City and KP Irwindale Owing, LLC ("Applicant") for CEQA and City Attorney costs associated with the proposed industrial and optional battery energy storage system development to be located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042)

City Manager's Recommendation:

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

Administrative Action:

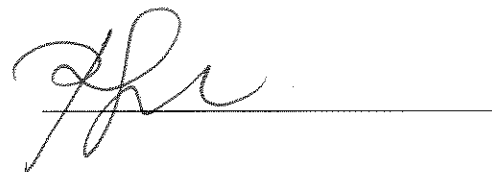
Submitted by:

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



Prepared by:

Brandi Jones, Senior Planner



Reviewed by:

Adrian R. Guerra, City Attorney

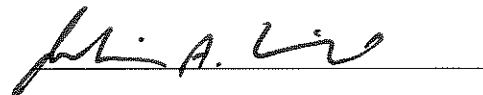
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



BACKGROUND

KP Irwindale Owner, LLC the Applicant, submitted a request for the construction of three (3) speculative industrial buildings totaling ±991,090 square with associated standard vehicle and trailer parking and an optional battery energy storage system for property located at 13620 Live Oak Lane (APNs: 8532-002-035 and -042), in the M-2 (Heavy Manufacturing) zone. (Project). The applications include requests for a General Plan Amendment (Map), Zone Change, Site Plan and Design Review (DA), Tentative Parcel Map and the environmental analysis, which is required under the California Environmental Quality Act (CEQA) for land use entitlements.

Staff is proposing the retention of Placeworks, Inc. as a consultant to perform the environmental services for the proposed project. The contract with Placeworks, Inc. for these services is being considered separately by the City Council and will be funded through the subject Project Reimbursement Agreement, which is attached for consideration. Further, the subject Project Reimbursement Agreement will reimburse the City for any other fees incurred from other consultants and attorneys as the City may require to process and negotiate permits, entitlements and proposed conditions of approval of the proposed project.

FISCAL IMPACT

The City's General Fund will not be impacted. The Applicant will provide a deposit of \$571,211.20 as an initial deposit to cover the estimated cost for this consultant's work. The deposit amount represents the \$409,540.00 contract service agreement plus the required 28% administrative fee of \$114,671.20, \$27,000 for additional contract planning services and \$20,000 for legal review. Additional supplemental deposits are included to cover the cost for this consultant's work as well as for any work by other consultants and attorneys retained for the proposed project.

ATTACHMENTS

A. Project Reimbursement Agreement with PlaceWorks, Inc.

ATTACHMENT "A"
PROJECT REIMBURSEMENT AGREEMENT

THIS PROJECT REIMBURSEMENT AGREEMENT (this "Agreement") is made as of October 26, 2022, by and between the City of Irwindale, a California municipal corporation ("City"), and KP Irwindale Owner, LLC, a Delaware Limited Liability Company ("Developer").

RECITALS

A. Developer has submitted to City an application to develop three (3) speculative concrete tilt-up light industrial buildings at 13620 Live Oak Lane, in the City of Irwindale, California ("Project") ;

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

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

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

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

1. Application Processing.

City shall diligently process Developer's application for the Project in compliance with applicable laws, and shall cause to be prepared an EIR for the Project in compliance with the CEQA (California Public Resources Code Section 21000 *et seq.*) and regulations promulgated pursuant thereto. Developer acknowledges that this Agreement does not constitute a commitment by City to take any particular action either in favor of or against the merits of Developer's

application.

2. Payment.

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

B. Within five (5) days of the City's approval of this Agreement, Developer shall pay to City a lump sum deposit in the amount of FIVE HUNDRED AND SEVENTY ONE AND TWO HUNDRED AND ELEVEN DOLLARS AND TWENTY CENTS (\$571,211.20) ("Initial Deposit"), which deposit represents City's best estimate of Developer's ultimate obligation hereunder with respect to the Expenses.

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

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

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

F. Notwithstanding any provision herein to the contrary, the parties agree

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

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

4. Conflicts of Interest.

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

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

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

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

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

City.

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

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

City:

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

Developer:

KP Irwindale Owner, LLC
Attn: Jeff Dritley, President
11150 Santa Monica Blvd., Suite 300
Los Angeles, CA 90025

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

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

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

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

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

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

13. Further Assurances. Each party, at the request of the other, shall execute, acknowledge or have notarized (if appropriate) and deliver in a timely manner such additional documents, and do such other additional acts, also in a

timely manner, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

CITY OF IRWINDALE, a municipal corporation

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

“DEVELOPER”:

KP Irwindale Owner, LLC, a California corporation

By: _____

Name: Jeff Dritley
Title: President
Address: 11150 Santa Monica
Blvd., Suite 300
Los Angeles, CA 90025

By: _____

Name: Steven Hillgren

Title: Vice President

Address: 11150 Santa Monica

Bld., Suite 300

Los Angeles, CA 90025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF _____

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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐ INDIVIDUAL		_____
☐ CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
☐ PARTNER(S)	☐ LIMITED	_____
	☐ GENERAL	NUMBER OF PAGES
☐ ATTORNEY-IN-FACT		_____
☐ TRUSTEE(S)		DATE OF DOCUMENT
☐ GUARDIAN/CONSERVATOR		
☐ OTHER _____		

_____		SIGNER(S) OTHER THAN NAMED ABOVE

SIGNER IS REPRESENTING:

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

