

# 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

**NOVEMBER 9, 2022**

**SPECIAL MEETING – 5:30 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 – 5:30 P.M.  
CITY COUNCIL, SUCCESSOR AGENCY AND HOUSING AUTHORITY**

**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. CONSENT CALENDAR**

1. A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning November 9, 2022 through December 9, 2022

***Department: Administration / City Clerk***

Recommendation: Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-105-3355, Resolution No. SA 2022-106-3356, and Resolution No. HA 2022-20-130**, entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 9, 2022 THROUGH DECEMBER 9, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

**D. 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
- C) Property: 5223 Morada Street (APN 8619-012-907)  
Agency negotiators: Julian A. Miranda, City Manager  
Negotiating Parties: TBD  
Under negotiation: Price and Terms
- D) Property: 5239 Morada Street (APN 8619-012-910)  
Agency negotiators: Julian A. Miranda, Executive Director  
Negotiating Parties: TBD  
Under negotiation: Price and Terms

3. LIABILITY CLAIMS  
[Pursuant to Government Code section 54956.95]

Claimant: Unspecified pursuant to Government Code section 54961  
Agency claimed against: City of Irwindale

**E. RECONVENE IN OPEN SESSION**

**F. REPORT FROM CLOSED SESSION**

**G. ADJOURNMENT**

**OPEN SESSION – 6:30 P.M.  
CITY COUNCIL**

- 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 – Bonilla Partners
- 2. Gold Line Video Presentation

### **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

Recommendation: Approve the following minutes:

- 1. Special Joint Meeting held October 12, 2022
- 2. Regular Meeting held October 12, 2022
- 3. Special Meeting held October 26, 2022
- 4. Regular Meeting held October 26, 2022

B. Warrants/Demands/Payroll

Recommendation: Approve

C. State of California Budget Act of 2021 (SB 129) Grant Application, Acceptance, and Execution of Grant Funds

**Department: Administration**

Recommendation: **Adopt Resolution No. 2022-107-3357** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)".

D. Award of Contract for As Needed On-Call Project Based Private Development Review and Plan Check Services

**Department: Engineering**

Recommendation: Approve and authorize the City Manager to execute an agreement with Chris Nelson & Associates, Inc. for as-needed On-Call Project Based Private Development Review and Plan Check Services in the amount not-to-exceed \$250,000.

E. Approve a Fee Waiver for the Tournament of Roses Waiving City Transportation/Oversized Vehicle Fees

**Department: Administration**

Recommendation: **Approve Resolution No. 2021-108-3358** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES 501(c)(3) NONPROFIT ORGANIZATION, WAIVING CITY TRANSPORTATION/OVERSIZED VEHICLE FEES."

## 2. NEW BUSINESS

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

A. Issues Concerning Irwindale Technical Guidelines Related to Safe Mining and Reclamation of Open-Pit Mines and CalCIMA's Letter Request Concerning City of Irwindale Mining Technical Guidelines

**Department: Engineering**

Recommendation: (1) Discuss the issues concerning Irwindale Mining Technical Guidelines and the CalCIMA letter pertaining to our technical mining guidelines relating to matters of operation and regulation; (2) **adopt Resolution No. 2022-104-3354** authorizing a budget

amendment to the fiscal year 2022/2023 adopted budget and appropriating \$90,000 from Special Mining Fund to the existing mining contract account for additional services provided by Geo-Logic & Associates; and (3) approve Amendment No. 1 to Geotechnical Consulting Agreement with Geo-Logic & Associates for additional technical services to address the seismically-induced settlement issue and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation.

**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**

**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

Recommendation: Approve the following minutes:

1. Regular Meeting held October 12, 2022
2. Regular Meeting held October 26, 202

B. Warrants

Recommendation: Approve

**2. NEW BUSINESS**

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

**3. PUBLIC HEARINGS**

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

**4. 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 November 9, 2022, be posted at the City Hall, Library, and Post Office on November 3, 2022.

**Laura M. Nieto, MMC**

Laura M. Nieto, MMC  
Chief Deputy City Clerk

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

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

Date: November 9, 2022

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

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

Issue: A Resolution to Re-Ratify the Existence of a Local Emergency and Authorize Remote Meetings of the Legislative Bodies of the City of Irwindale for the 30-Day Period Beginning November 9, 2022 through December 9, 2022

**City Manager/Executive Director's Recommendation:**

Staff recommends City Council, Successor Agency, and Housing Authority **adopt Resolution No. 2022-105-3355, Resolution No. SA 2022-106-3356, and Resolution No. HA 2022-20-130**, entitled, "A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING NOVEMBER 9, 2022 THROUGH DECEMBER 9, 2022 PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361".

**Administrative Action:**

**Submitted / Prepared by:**

Laura Nieto, Chief Deputy City Clerk

**Reviewed by:**

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

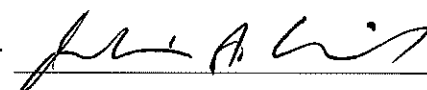
**Approved by:**

Julian A. Miranda, City Manager / Executive Director



**Electronically Approved**

**Electronically Approved**



## **Background and Analysis:**

Since September 29, 2021, the City Council, jointly with the Successor Agency, Housing Authority and Reclamation Authority have adopted resolutions declaring an exemption under AB361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing. The City Council, Successor Agency, Housing Authority and Reclamation Authority (collectively, "City") have reviewed and adopted joint resolutions every month, ratifying the existence of a local emergency and authorizing remote hybrid meetings for all legislative bodies.

The State of California has implemented a phased rollback of the executive orders that were implemented due to COVID-19. Various remaining orders that were previously set to expire on June 30, 2022, were extended on June 17, 2022 for the duration of the state of emergency. The State's declared emergency continues to be in effect. Additionally, current guidance provided by the Los Angeles County Department of Public Health for reducing the risk of COVID-19 recommends social distancing from people outside your household when their vaccination status is unknown. As a result, the findings exist for the City to continue to conduct the public meetings under the AB 361 exemption, should this be the City's desire.

The attached joint resolution for the City Council, Successor Agency, and Housing Authority, make the findings necessary for the legislative bodies to declare an exemption under AB 361 as (1) there is an existing state of emergency declared by the Governor and (2) the Los Angeles County Department of Public Health's guidance recommends to social distance (about 6 feet away) from people outside your household or when vaccination status is unknown.

As a result, the joint Resolution modifies public meetings as follows:

- a. AB 361, attached to the Resolution as Exhibit A, regarding teleconference requirements allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations within the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) and indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;

- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;
- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

**Fiscal Impact:**

Conducting remote hybrid public meetings will require city staff to assist with the meeting and public participation, remotely or in-person. The fiscal impact will be based on the amount of staff required and the duration of the meeting. The fiscal impact for all Council and Commission meetings for the 30-day period beginning November 9, 2022 through December 9, 2022 is estimated to be approximately \$900.

**Attachment:**

1. Joint Resolution No. 2022-105-3355, Resolution No. SA 2022-106-3356, and Resolution No. HA 2022-20-130

**RESOLUTION NO. 2022-105-3355  
RESOLUTION NO. SA 2022-106-3356  
RESOLUTION NO. HA 2022-20-130**

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,  
SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT  
AGENCY, AND THE BOARD OF THE IRWINDALE HOUSING AUTHORITY, RE-  
RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR  
NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS  
OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY  
PERIOD BEGINNING NOVEMBER 9, 2022 THROUGH DECEMBER 9, 2022  
PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361**

**WHEREAS**, all meetings of the legislative body are open and public, as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

**WHEREAS**, the Brown Act under Government code section 54953(b)(3), allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met: (1) each teleconference location from which a member is participating is noticed on the agenda; (2) each teleconference location is accessible to the public; (3) members of the public must be able to address the body at each teleconference location; (4) at least one member of the legislative body must be physically present at the location specified in the meeting agenda; and (5) during teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared the existence of a state of emergency for the State of California in response to the outbreak of a novel respiratory illness known as COVID-19; and

**WHEREAS**, on March 17, 2020 Governor Newsom issued Executive Order N-29-20, suspending the Brown Act teleconferencing requirements allowing legislative bodies to hold public meetings solely by teleconference, or otherwise electronically, without listing the teleconference locations and without any physical location, as long as the agenda that is posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting indicates that the members of the legislative body will be participating by teleconference, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations; and

**WHEREAS**, on March 21, 2021, Governor Newsom issued Executive Order N-35-20, allowing members of a local legislative body to receive updates relevant to the declared emergency and ask questions; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 into law, immediately amending the Brown Act to allow teleconference meetings during a state of emergency, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on September 20, 2021, Governor Newsom signed Executive Order N-15-21 suspending AB 361 until October 1, 2021, allowing legislative bodies to hold teleconference meetings under Executive Order N-35-20; and

**WHEREAS**, AB 361 allows local agencies to continue to meet via teleconference without complying with the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing, but only during a state of emergency proclaimed by the Governor in which (1) state or local health officials have imposed or recommend measures to promote social distancing, or (2) the legislative body has determined by majority vote that meeting in person would present imminent risk to the health and safety to the attendees; and

**WHEREAS**, due to the COVID-19 pandemic the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown, resulting in the City Council's desire to adopt a resolution incorporating AB 361 and allowing for teleconference meetings; and

**WHEREAS**, at a special meeting held on September 29, 2021, the City Council adopted Resolution No. 2021-86-3298 declaring an exemption under the provisions of AB 361, allowing the legislative body to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for the month of October 2021; and

**WHEREAS**, on October 13, 2021, the Successor Agency and Irwindale Housing Authority adopted Resolution Nos. SA 2021-92-3304 and HA 2021-05-104, which ratified the action taken by the City Council; and

**WHEREAS**, on October 27, 2021 (joint Resolution No. 2021-94-3306, Resolution No. SA 2021-95-3307, and HA 2021-06-105), November 10, 2021 (joint Resolution No. 2021-100-3312, Resolution No. SA 2021-101-3313 and Resolution No. HA 2021-07-106), December 8, 2021 (joint Resolution No. 2021-109-3321, SA Resolution No. 2021-110-3322, HA Resolution No. HA 2021-09-108 and RA Resolution No. 2021-03-028), January 12, 2022 (joint Resolution No. 2022-02-3251, SA Resolution No. 2022-03-3252 and HA Resolution No. 2022-01-111), February 9, 2022 (joint Resolution No. 2022-11-3261, SA Resolution No. 2022-12-3262 and HA Resolution No. 2022-02-112), March 9, 2022 (joint

Resolution No. 2022-105-3355

Resolution No. SA 2022-106-3356

Resolution No. HA 2022-20-130

Page 2

Resolution No. 2022-20-3270, Resolution No. SA 2022-21-3271, Resolution No. HA 2022-04-114 and Resolution No. RA 2022-01-028), April 13, 2022 (joint Resolution No. 2022-30-3280, SA Resolution No. 2022-31-3281 and Resolution No. HA 2022-06-116), May 11, 2022 (joint Resolution No. 2022-45-3295, SA Resolution No. 2022-46-3296 and Resolution No. HA 2022-10-120), June 8, 2022 (joint Resolution No. 2022-57-3307, Resolution No. SA 2022-58-3308, Resolution No. HA 2022-13-123, and Resolution No. RA 2022-06-033); July 13, 2022 (Resolution No. 2022-68-3318, Resolution No. SA 2022-69-3319 and Resolution No. HA 2022-14-124), July 27, 2022 (Resolution No. 2022-75-3325, Resolution No. SA 2022-76-3326 and Resolution No. HA 2022-15-125), August 24, 2022 (Resolution No. 2022-80-3331, Resolution No. SA 2022-81-3332 and Resolution No. HA 2022-16-126), and September 14, 2022 (Resolution No. 2022-90-3340, Resolution No. SA 2022-91-3341, Resolution No. HA 2022-18-128, and Resolution No. RA 2022-07-034), October 12, 2022 (Resolution No. 2022-97-3347, Resolution No. SA 2022-98-3348 and Resolution No. HA 2022-19-129) respectively the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board reviewed and declared an exemption under AB 361, allowing the legislative bodies to meet via teleconference and forego the Brown Act's traditional agenda posting, physical access and quorum requirements for teleconferencing for a thirty day period.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE FORMER IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE IRWINDALE HOUSING AUTHORITY BOARD DO HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** The City Council, Successor Agency Board, and Housing Authority Board determine that each of the findings set forth above is true and correct and incorporated herein by this reference.

**SECTION 2.** The City Council, Successor Agency Board, and Housing Authority Board hereby consider the conditions of the state of emergency as proclaimed by the Governor, the existence of emergency conditions in the City of Irwindale, and reaffirm, reauthorize, and continue the existence of a local emergency throughout the City.

**SECTION 3.** The City Council, Successor Agency Board, and Housing Authority Board hereby find that the state of emergency declared by Governor Newsom on or about March 4, 2020 remains active and local health agencies continue to recommend measures to promote social distancing, and that the risk of infection due to COVID-19 can cause an imminent risk to attendees to in-person meetings, despite vaccination status, but especially for unvaccinated attendees, and/or those who are immunocompromised, thereby prompting the City Council, Successor Agency Board, Housing Authority Board and Reclamation Authority Board to reaffirm, reauthorize, and maintain the existence of a local emergency, as required by Government Code section 54953(e) *et seq.*

**SECTION 4.** Due to the COVID-19 pandemic, the County of Los Angeles Department of Public Health recommends social distancing amongst people not of the same household where vaccination status is unknown. Based on such facts, findings, and determinations, the City Council Successor Agency Board, Housing Authority Board and Reclamation Authority Board authorize staff to conduct remote hybrid meetings for all public meetings regular and special, including City Council, Successor Agency to the Irwindale Community Redevelopment Agency, Irwindale Housing Authority Board of Commissioners, Irwindale Reclamation Authority Board of Commissioners, all City Commission and committee meetings, and any other meetings that would normally take place in the City Council Chambers under the provisions of Government Code Section 54953(e). As a result, the public meetings are modified as follows:

- a. AB 361, attached hereto as Exhibit A, regarding teleconference requirements, allows City legislative bodies to hold public meetings by teleconferencing or electronically, and in-person, without noticing the teleconferenced locations on the agenda, without making teleconferenced locations accessible to the public, without making physical locations accessible to the public, without posting agendas at teleconferenced locations, without requiring members of the legislative bodies to be physically present at the meeting, and without requiring a quorum of the members of the legislative body to participate from locations with the City's jurisdiction, as long as the agenda that is posted as normally required under the Brown Act (California Government Code 54950 *et seq.*) indicates that members of the legislative body may be participating electronically, provides the teleconference or webinar access information by which the public may participate electronically, and lists the procedure for individuals with disabilities to request reasonable accommodations;
- b. All public meeting agendas shall be posted at least 72 hours prior to a regular meeting and at least 24 hours prior to a special meeting;
- c. Members of the public will have the ability to access the meeting and directly address the legislative body via a call-in option, an internet-based service provider, or in-person. Members of the public who wish to access the meeting in-person shall comply with all health and safety protocols imposed for in-person attendance to promote social distancing;
- d. In the event of a service disruption that prevents broadcasting of the meeting, the meeting will stop and no further action on the agenda items will occur until (1) an attempt to restore service for a 10-minute period, and (2) adjourning the meeting to a new date and time when an unresolved issue exceeds the 10-minute time period.

**SECTION 5.** The City Manager/Executive Director or his designee is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, continuing to conduct open and public meetings in-person and remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all public meetings.

**SECTION 6.** Pursuant to Government Code section 54953(e)(4), the local legislative body will verify every 30 days that the exemption from traditional teleconference requirements under the Brown Act is still necessary. The legislative body must make findings no later than 30 days after the first teleconference and every 30 days thereafter that:

- a. The legislative body has reconsidered the state of emergency circumstances; and
- b. Either (1) the state of emergency continues to directly impact the ability to meet safely in person, or (2) state or local officials continue to impose or recommend measures to promote social distancing.

**SECTION 7.** The Chief Deputy City Clerk/Secretary to the Successor Agency/Authority Assistant Secretary shall certify the adoption of this resolution which shall take effect on October 12, 2022 and shall be effective until the earlier of (i) November 11, 2022, or (ii) such time the City Council adopts a subsequent resolution in accordance with Government Code section 54593(e)(3) to extend the time during which the City's legislative bodies may continue to teleconference without compliance with Government Code section 54953(b)(3).

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of November 2022.

\_\_\_\_\_  
Larry G. Burrola, Mayor/Chair

ATTEST:

\_\_\_\_\_  
Laura M. Nieto, MMC  
Chief Deputy City Clerk/Authority Assistant Secretary  
/Assistant Agency Secretary

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 joint Resolution No. 2022-105-3355, Resolution No. SA 2022-106-3356, and Resolution No. HA 2022-20-130 was duly adopted by the City Council of the City of Irwindale at a special meeting thereof held on the 9<sup>th</sup> day of November 2022, by the following vote:

AYES:               Councilmembers/Agency Members:  
NOES:               Councilmembers/Agency Members:  
ABSTAIN:           Councilmembers/Agency Members:  
ABSENT:            Councilmembers/Agency Members:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk/Authority Assistant  
Secretary/Assistant Agency Secretary

## Assembly Bill No. 361

### CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with  
Secretary of State September 16, 2021.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. Section 89305.6 is added to the Education Code, to read:  
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

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

CC Item 1A1

**OCTOBER 12, 2022  
WEDNESDAY  
5:32 P.M.**

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

**ROLL CALL:**

Present: Councilmembers / Board Members Mark A. Breceda (absent during Roll Call) Manuel R. Garcia, H. Manuel Ortiz;  
Mayor Pro Tem / Vice Chair Albert F. Ambriz;  
Mayor / Chair Larry G. Burrola

Also Present: Julian A. Miranda, City Manager / Executive Director;  
Adrian Guerra, City Attorney / General Counsel

**SPONTANEOUS  
COMMUNICATIONS**

There were no speakers.

**RECESS TO  
CLOSED SESSION**

At 5:35 p.m., the City Council, Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority met in Closed Session to discuss the following:

Liability Claims

Pursuant to California Government Code Section 54956.95

- 1) Claimant: Maggie Guzman  
Agency claimed against: City of Irwindale, Irwindale Housing Authority

ACTION: Discussion held, no action or direction provided

- 2) Claimant: Fred & Becky Barbosa  
Agency claimed against: City of Irwindale, Irwindale Housing Authority

ACTION: Discussion held, no action or direction provided

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

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

ACTION: Update provided by staff; no action or direction provided (Mayor Burrola declared a potential conflict of interest, abstained from participating in the discussion, and exited the Closed Session room)

Property: Las Casitas at 5164 Ayon Avenue  
Agency Negotiator: Julian Miranda, Executive Director  
Parties: Housing Authority, Northridge Group, and Potential Lessor  
Under Negotiation: Price and terms of potential sale

ACTION: Update provided by staff; no action or direction provided

Conference with Legal Counsel – Anticipated Litigation (City Council)  
Significant Exposure to Litigation Pursuant to Government Code  
Section 54956.9 (d) (2), (e) (1)

A point has been reached where, in the opinion of the legislative body of the local agency, upon the advice of its legal counsel based on existing facts and circumstances, there is significant exposure to litigation against the local agency. The facts and circumstances are those that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of cases: 1

ACTION: Discussion held; no action or direction taken

Conference with Legal Counsel – Anticipated Litigation  
Initiation of litigation pursuant to California Government Code Section 54956.9(d)(4)

Number of cases: 1

ACTION: Discussion held; direction provided to staff

**RECONVENE IN  
OPEN SESSION**

At 6:40 p.m., the City Council reconvened in Open Session with all members present.

**CONSENT CALENDAR**

**MOTION**

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar. The motion was approved with Councilmember Ortiz, Mayor Pro Tem Ambriz, and Mayor Burrola in favor, Councilmember Breceda abstaining on Item No. D2, and Councilmember Garcia opposed to Item No. D2 and in favor of Item Nos. D1 and D3.

**ITEM NO. D1**  
**A RESOLUTION TO  
RE-RATIFY THE  
EXISTENCE OF A  
LOCAL EMERGENCY  
AND AUTHORIZE  
REMOTE MEETINGS  
FOR THE LEGISLATIVE**

**A RESOLUTION TO RE-RATIFY THE EXISTENCE OF A LOCAL  
EMERGENCY AND AUTHORIZE REMOTE MEETINGS OF THE  
LEGISLATIVE BODIES OF THE CITY OF IRVINDALE FOR THE 30-  
DAY PERIOD BEGINNING OCTOBER 12, 2022 THROUGH  
NOVEMBER 11, 2022**

BODIES OF THE CITY  
OF IRWINDALE FOR  
THE 30-DAY PERIOD  
BEGINNING  
OCTOBER 12, 2022  
THROUGH  
NOVEMBER 11, 2022

RESOLUTIONS  
ADOPTED

**Joint Resolution Nos. 2022-97-3347, SA 2022-98-3348, and HA 2022-19-129, entitled:**

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, AND THE BOARD OF THE HOUSING AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE HYBRID MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF IRWINDALE FOR THE 30-DAY PERIOD BEGINNING OCTOBER 12, 2022, THROUGH NOVEMBER 11, 2022, PURSUANT TO THE RALPH M. BROWN ACT AND ASSEMBLY BILL NO. 361," was adopted.

ITEM NO. D2  
APPROVAL OF  
SETTLEMENT  
AGREEMENT AND  
RELEASE OF ALL  
CLAIMS – FRED  
BARBOSA AND  
REBECCA BARBOSA

APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS – FRED BARBOSA AND REBECCA BARBOSA

The Irwindale City Council and the Irwindale Housing Authority Board approved and authorized the City Manager to execute the Settlement Agreement and Release of All Claims with Fred Barbosa and Rebecca Barbosa for full and final settlement of all claims against the City of Irwindale and the Irwindale Housing Authority in the amount of \$66,505.50

DENA ZEPEDA

Dena Zepeda spoke in support of approving this item.

ITEM NO. D3  
APPROVAL OF  
SETTLEMENT  
AGREEMENT AND  
RELEASE OF ALL  
CLAIMS – MAGGIE  
GUZMAN

APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS – MAGGIE GUZMAN

The Irwindale City Council and Irwindale Housing Authority Board approved and authorized the City Manager to execute the Settlement Agreement and Release of All Claims with Maggie Guzman for full and final settlement of all claims against the City of Irwindale and the Irwindale Housing Authority in the amount of \$2,807.07

CITY ATTORNEY  
GUERRA

City Attorney Guerra advised that the City has established a liability trust fund that is held by the California Joint Powers Insurance Authority, and noted the possibility that this claim may be paid out from this fund, though the City would be required to replenish the amount, or the City may opt to pay the claim directly from its General

Fund. He also noted that both settlement agreements on tonight's agenda pertain to the City and the Housing Authority.

**END OF CONSENT CALENDAR**

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 6:47 p.m.

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

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

CC Item 1A2

**OCTOBER 12, 2022  
WEDNESDAY  
6:47 P.M.**

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

**ROLL CALL:**

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

**CHANGES TO THE  
AGENDA**

**CITY MANAGER  
MIRANDA**

City Manager Miranda advised that Item Nos. 1F and 2A would be pulled from discussion.

**COUNCILMEMBER  
TRAVEL REPORTS**

There were none.

**COUNCILMEMBER  
COMMENTS**

**COUNCILMEMBER  
ORTIZ**

Councilmember Ortiz requested that the meeting be adjourned in memory of Ofelia Leyva.

**COUNCILMEMBER  
BRECEDA**

Councilmember Breceda requested that the meeting be adjourned in memory of Eddie Diaz.

**COUNCILMEMBER  
ORTIZ**

Councilmember Ortiz commended the Recreation Department on the success of the month-long MariachiFest. He also thanked the Parks & Recreation Commission for their input, as well as the participation of the Public Works and Police Departments.

**MAYOR PRO TEM  
AMBRIZ**

Mayor Pro Tem Ambriz echoed Councilmember Ortiz's comments.

**INTRODUCTION OF  
NEW EMPLOYEES /  
PROMOTIONS**

There were none.

**PROCLAMATIONS /  
PRESENTATIONS /  
COMMENDATIONS**

PROCLAMATION  
DECLARING  
OCTOBER AS  
ANTI-BULLYING  
MONTH

PROCLAMATION DECLARING OCTOBER AS ANTI-BULLYING  
MONTH

The presentation was made.

**SPONTANEOUS  
COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman asked that Item No. 1F be pulled for further discussion.

REBECCA AND  
FRED BARBOSA

Rebecca and Fred Barbosa thanked Councilmember Ortiz, Mayor Pro Tem Ambriz, Mayor Burrola, and City Manager Miranda for their roles in approving the settlement agreement relating to their home.

DENA ZEPEDA

Dena Zepeda thanked the Recreation Department for its wonderful summer programs, complained that children are being excluded from participating in programs, stated that the customer service at the Senior Center has been wonderful, and alleged that political campaigning at the Las Casitas senior apartment complex violates the Brown Act.

LINDA MAREZ

Linda Marez said that the customer service at the Senior Center is impeccable and indicated that she has not heard any politicking occurring at the site. She also stated that she is not aware of any children having been left out of Recreation Department programs, and noted that Recreation programs have limited resources and rules that staff must follow.

CARMEN ROMAN

Carmen Roman stated that Councilmembers that are absent from numerous meetings should let somebody else assume the role, to which Councilmember Breceda noted that he has been absent from Council meetings recently due to health issues.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz stated that Councilmember Breceda is in violation of the Brown Act for responding to a comment during Spontaneous Communications, to which City Attorney Guerra advised that Councilmembers are permitted to provide brief comments during this section of the meeting.

**CONSENT CALENDAR**

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar, with the exception of Item No. 1F, which was removed from the agenda. The motion was unanimously approved.

ITEM NO. 1A  
MINUTES

MINUTES

The following minutes were approved:

- 1) Special joint meeting held September 28, 2022
- 2) Regular meeting held September 28, 2022

ITEM NO. 1B  
WARRANTS /  
DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1C  
CLAIM REJECTION –  
SAAVEDRA V. CITY  
OF IRWINDALE

CLAIM REJECTION – SAAVEDRA V. CITY OF IRWINDALE

The claim of John Saavedra vs. City of Irwindale was rejected and staff was directed to send a letter of rejection.

ITEM NO. 1D  
FEE WAIVER FOR USE  
OF CITY FACILITY FOR  
A FOUR-DAY VOTE  
CENTER

FEE WAIVER FOR USE OF CITY FACILITY FOR A FOUR-DAY  
VOTE CENTER

RESOLUTION NO.  
2022-94-3344  
ADOPTED

**Resolution No. 2022-94-3344**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE LOS ANGELES COUNTY REGISTRAR RECORDER, WAIVING CITY FACILITY RENTAL FEES FOR A VOTE CENTER FOR THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE VOTE CENTER FACILITY USE AGREEMENT AND VOTE CENTER ELECTION PLAN,” was adopted.

ITEM NO. 1E  
ACCEPTANCE OF  
CA OTS FEDERAL  
GRANT FUNDS IN THE  
AMOUNT OF \$80,000  
FOR TRAFFIC SAFETY  
EDUCATION AND  
IMPAIRED DRIVING  
ENFORCEMENT

ACCEPTANCE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY  
(OTS) FEDERAL GRANT FUNDS IN THE AMOUNT OF \$80,000  
FOR TRAFFIC SAFETY EDUCATION AND IMPAIRED DRIVING  
ENFORCEMENT

The City Manager was authorized to sign the 2022-2023 (STEP) Selective Traffic Enforcement Program Sub-recipient agreement between California Office of Traffic Safety (OTS) and the City of Irwindale, and

RESOLUTION NO.  
2022-95-3345  
ADOPTED

**Resolution No. 2022-95-3345**, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE ACCEPTANCE OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF \$80,000.00 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)”, was adopted.

ITEM NO. 1G  
REIMBURSEMENT  
AGREEMENT WITH  
LIT RELIANCE II, LP

REIMBURSEMENT AGREEMENT WITH LIT RELIANCE II, LP  
(CLARION & TRAMMEL CROW)

The Reimbursement Agreement between the City of Irwindale and LIT Reliance II, LP for the city's consideration and process of Reliance II Specific Plan development applications, was approved.

**END OF CONSENT CALENDAR**

ITEM NO. 1F  
RESOLUTION  
EXCUSING  
COUNCILMEMBER  
MARK A. BRECEDA  
FROM CITY COUNCIL  
MEETINGS

RESOLUTION NO. 2022-99-3349 EXCUSING COUNCILMEMBER  
MARK A. BRECEDA FROM CITY COUNCIL MEETINGS

This item was withdrawn from the agenda and not discussed.

**NEW BUSINESS**

ITEM NO. 2A  
VERBAL REPORT -  
CITYWIDE  
RESIDENTIAL  
CURB PAINTING

VERBAL REPORT – CITYWIDE RESIDENTIAL CURB PAINTING  
(Requested by Councilmember Ortiz)

This matter will be combined and considered concurrently with Item No. 2F.

ITEM NO. 2B  
VERBAL REPORT -  
RFP FOR  
INSTALLATION OF  
MILITARY FLAGS  
NEAR THE VETERANS  
MONUMENT

VERBAL REPORT – RFP FOR INSTALLATION OF MILITARY  
FLAGS NEAR THE VETERANS MONUMENT (Requested by Mayor  
Burrola)

CITY MANAGER  
MIRANDA

City Manager Miranda presented the report, wherein he recommended that an ad-hoc committee be formed to discuss the project further.

MAYOR BURROLA

Mayor Burrola suggested appointing two councilmembers, including Mayor Pro Tem Ambriz, and two residents to the committee.

CITY MANAGER  
MIRANDA

City Manager Miranda noted his understanding that both Mayor Burrola and Mayor Pro Tem Ambriz would form part of the committee.

MOTION

A motion was made by Councilmember Ortiz to direct that an ad-hoc committee be formed to discuss the project further.

CITY ATTORNEY  
GUERRA

City Attorney Guerra suggested that comments from the public be received before taking action.

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CARMEN ROMAN                                                          | Carmen Roman recommended that a member of the Parks & Recreation Commission or a staff member from the Recreation Department be appointed to the committee. She also suggested appointing somebody from a military family.                                                                                                                                                                                                                                                |
| MAYOR BURROLA                                                         | Mayor Burrola requested that a member of the Parks & Recreation Commission serve on the committee, along with a city resident and a member of staff.                                                                                                                                                                                                                                                                                                                      |
| DENA ZEPEDA                                                           | Dena Zepeda nominated Linda Marez and Carmen Roman to serve on the committee, since they come from military families.                                                                                                                                                                                                                                                                                                                                                     |
| CITY ATTORNEY<br>GUERRA                                               | City Attorney Guerra suggested that, should the Council decide to create an ad-hoc committee, that it first direct staff to prepare a staff report that identifies the recommended action. He noted that it is possible that the committee would need to comply with the Maddy Act to determine who may be interested in serving, as well as Brown Act requirements.                                                                                                      |
| MAYOR BURROLA                                                         | Mayor Burrola recommended that the committee be comprised of five individuals: two councilmembers, a resident, and a staff member.                                                                                                                                                                                                                                                                                                                                        |
| CITY MANAGER<br>MIRANDA                                               | City Manager Miranda stated staff's understanding that the proposed committee would fall under the purview of City Administration, not the Parks and Recreation Commission. He added that staff will work with the City Attorney to formulate the parameters for the proposed ad-hoc committee.                                                                                                                                                                           |
| <u>ITEM NO. 2C</u><br>VERBAL REPORT -<br>FOUNDING MOTHERS<br>MONUMENT | VERBAL REPORT – FOUNDING MOTHERS MONUMENT<br>(Requested by Mayor Burrola)                                                                                                                                                                                                                                                                                                                                                                                                 |
| CITY MANAGER<br>MIRANDA                                               | City Manager Miranda presented the report and indicated that this request would likely follow the same recommendation as the military flags item that Mayor Burrola requested, in that staff recommends that an ad-hoc committee be formed to discuss the project in further detail.                                                                                                                                                                                      |
| MAYOR BURROLA                                                         | Mayor Burrola requested that the committee be comprised of a member of the Parks & Recreation Commission, two residents, and two Councilmembers. He also voiced concern over meeting the requirements of the Brown Act, to which City Attorney Guerra indicated that staff would ensure that the committee would comply. He noted that, should the Council take action to create the committee, said action would likely trigger the need to meet Brown Act requirements. |
| CITY ATTORNEY<br>GUERRA                                               | City Attorney Guerra noted that the Council reached consensus to bring this item back on a future agenda.                                                                                                                                                                                                                                                                                                                                                                 |

ITEM NO. 2D  
VERBAL UPDATE ON  
ALLEN DRIVE  
PARKING CONDITIONS  
RELATED TO THE  
IRWINDALE CAR  
WASH

VERBAL UPDATE ON ALLEN DRIVE PARKING CONDITIONS  
RELATED TO THE IRWINDALE CAR WASH (Requested by Mayor  
Pro Tem Ambriz)

CITY MANAGER  
MIRANDA

City Manager Miranda presented the staff report. He noted that staff conducted research on the parking conditions near the Irwindale Car Wash, as requested by Mayor Pro Tem Ambriz. It was determined that approximately 40-50 vehicles visit the car wash during weekday business hours; staff does not currently know the amount of weekend traffic. He noted that the business does have overflow parking at an adjacent business park. He recommended that, in order to maintain friendly relations with the business, that the Council allow staff to work with the business' owner and manager to discuss concerns and potential resolutions.

CARMEN ROMAN

Carmen Roman stated that she has family living along Allen Drive and spoke on the heavy traffic that occurs on the street on weekends, including difficulty in finding parking spaces.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz stated that businesses must cooperate with nearby residents. He also spoke on the severe traffic issues that he has witnessed on Allen Drive, and stated that the business needs to remedy the situation, as it is very unsafe. He stated that residents have agreed to park their vehicles along Allen Drive, and that the business' employees can park elsewhere, ideally, or they could park on the east side of Allen Drive. He added that the employees must treat residents with more respect and courtesy.

DENA ZEPEDA

Dena Zepeda said that the newer houses along Allen Drive have long driveways and should not experience any parking issues, though older houses do appear to be experiencing them. She agreed that the business employees must be friendly, but added that residents should also treat the employees with respect.

MAYOR BURROLA

Mayor Burrola noted that residents at the houses with long driveways must move vehicles in order to access the vehicles parked at the end of the driveway. He then asked Chief Castro what could be done to mitigate vehicle hazards, to which Chief Castro suggested that traffic engineers analyze the concerns and provide potential traffic control devices, since the Police Department's main purpose is to facilitate compliance with state and city laws relating to the vehicle code. Chief Castro added that police staff has conducted a preliminary analysis and has not found any significant problems.

Mayor Burrola concurred that the business' employees have not been friendly to residents, and expressed his hope that the parking

situation would improve so that other measures would not be necessary.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz requested that staff look into options to remedy the parking problems along Allen Drive.

CITY MANAGER  
MIRANDA

City Manager Miranda advised that staff will reach out to the business owner and the manager to relay the concerns and will return to the Council with an update.

ITEM NO. 2E  
VERBAL REPORT –  
SPEEDWAY REPORT

VERBAL REPORT – SPEEDWAY REPORT (Requested by Mayor Pro Tem Ambriz)

CHIEF CASTRO

Chief Castro provided the report. He introduced Tim Huddleston, President of the Irwindale Speedway, and advised that the Speedway has paid for the printing of the passes that Irwindale officers would distribute to those who engage in or attempt to engage in racing on Irwindale Streets, so that they could visit the Speedway and race there for free in a safe environment. These passes would only be for Irwindale residents or motorists driving through Irwindale streets, and would be distributed by Irwindale Police Officers. He added that the news conference held at the Speedway was called by the Los Angeles County Sheriff's Department, and that Irwindale Officers were present merely to show support since a local business was highlighted there. He further advised that Irwindale Police respond to reports of speeding, but has not encountered many major problems. The city also contracts with the Foothill Air Support Team, which is available if a problem arises.

DENA ZEPEDA

Dena Zepeda spoke on recent accidents cause by street racing, reported seeing street racing on Irwindale Avenue, and opposed the program that Chief Castro referenced since she believed it would attract more racers who would not limit their racing to the Speedway.

LINDA MAREZ

Linda Marez noted that illegal street racing is a problem for many cities and applauded Chief Castro, the Irwindale Police Department, and the Speedway representatives, for their proactive efforts in trying to curb the practice. She noted that, if it is determined that the program is not working as intended, it could simply be eliminated.

COUNCILMEMBER  
BRECEDA

Councilmember Breceda thanked Chief Castro and the staff at the Speedway for implementing the program for attempting to reduce incidents of illegal street racing, thereby making the streets safer.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz stated his preference that street racing be shut down before it starts.

|                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CARMEN ROMAN                                                                                                                                     | Carmen Roman agreed with Linda Marez in that something should be done to reign in street racing, and if the proposed program does not work, that it be cancelled.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| CHIEF CASTRO                                                                                                                                     | Chief Castro advised that this program would not be advertised outside the City, and that the targets of the program are those who already race on Irwindale streets, and that officers are not inviting individuals to come to Irwindale to race. He also noted that the Council has approved an \$80,000 grant for selective traffic enforcement, and noted that the Police Department will prosecute individuals to the fullest extent of the law. However, this program is a tool to try to obtain cooperation with violators to avoid those repeating illegal acts.                                                                                                                                                                          |
| MAYOR BURROLA                                                                                                                                    | Mayor Burrola asked how many individuals are pulled over that have equipped their vehicles with nitrous oxide, to which Chief Castro stated that officers issue approximately 30 citations for speeding every two or three months. He added that individuals that have visited the Speedway after racing demonstrations do not typically leave the site and speed on the streets. Rather, they would typically leave the facility, head to the freeway, and drive to another community; officers have not seen a pattern of cars leaving the Speedway and driving recklessly. Officers prosecute, impound cars, and arrest individuals when appropriate, with the goal of building a reputation that street racing is not permitted in Irwindale. |
| COUNCILMEMBER<br>ORTIZ                                                                                                                           | Councilmember Ortiz asked whether officers have cited racers within the past two weeks, to which Chief Castro advised that these tickets have not been issued yet. Chief Castro noted that participating in this program might help the violator gain leniency from a judge when their case is prosecuted.                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| COUNCILMEMBER<br>GARCIA                                                                                                                          | Councilmember Garcia suggested moving forward with the program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <u>ITEM NO. 2F</u><br>VERBAL REPORT -<br>PARKWAYS IN<br>FRONT OF<br>PRIVATELY-OWNED<br>PROPERTIES<br>INCLUDING PAINTING<br>OF ADDRESS<br>NUMBERS | VERBAL REPORT – PARKWAYS IN FRONT OF PRIVATELY-OWNED PROPERTIES INCLUDING PAINTING OF ADDRESS NUMBERS (Requested by Councilmember Ortiz)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| DIRECTOR<br>RODRIGUEZ                                                                                                                            | Director Rodriguez presented the report. She indicated that, as requested by the Council at its last meeting, staff conducted research and found that the city is unable to modify the CA Streets & Highway Code Section 5610, which states that property owners whose properties border public sidewalks and parkways are required to                                                                                                                                                                                                                                                                                                                                                                                                            |

maintain the sidewalks and parkways in good condition and repair. Said requirement applies to all individuals residing in California. Additionally, the Irwindale Municipal Code states at section 17.68.120D that the parkways between curb lines and front property lines shall be landscaped in accordance with the section and compatible with landscaping on the residential lot. She noted that staff is working on creating a one-page guide that provides recommendations that residents may use when landscaping their parkways. She discussed further landscaping requirements.

DENA ZEPEDA

Dena Zepeda questioned why Irwindale is required to follow state law.

COUNCILMEMBER  
ORTIZ

As requested by Councilmember Ortiz, Director Rodriguez elaborated a bit more on the items and vegetation that could be used on the parkways, and noted that the list will soon be available for interested individuals.

COUNCILMEMBER  
BRECEDA

Councilmember Breceda asked about painting addresses at the curb, to which Director Rodriguez indicated that staff identified a non-profit organization named "Care for the Children" that provides this service to other cities. The organization typically solicits donations of up to \$30 per house to paint curb addresses, though Irwindale residents would not be requested to make donations. Staff met with organization representatives to advise them that the city would pay for the service. Through negotiations, the organization offered two options to the city: Option 1 would cost \$2,828 to paint addresses only at each residential curb, currently estimated to be 404. Option 2 would cost \$4,848 to paint curb addresses including American flags. Either of these options would require an appropriation of funding. Another option would be to deny moving forward with either of the first two options.

CARMEN ROMAN

Responding to a question by Carmen Roman, Director Rodriguez advised that the Council is interested in covering the costs of the project, and that residents would not be required to pay. Ms. Roman asked whether each household would be allowed to choose from the two options, to which Director Rodriguez indicated that, since the City would pay for the work, options would not be offered to the residents to choose from since it would drastically increase costs.

DENA ZEPEDA

Dena Zepeda stated that she would not want the flag painted at her house.

SUZANNE GOMEZ

Suzanne Gomez stated that it would be nice for the city to pay for the address number but not the flag.

**MOTION** A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve Option 1, paint addresses only at each residential curb, at a cost of \$2,828.

**MAYOR BURROLA** Mayor Burrola asked for the amount of households in Irwindale, to which Director Rodriguez noted that there are approximately 404 house numbers to be painted.

**ROLL CALL** Upon roll call vote, the above-mentioned motion was unanimously approved.

**PUBLIC HEARINGS** None.

**CITY MANAGER'S  
REPORT**

**CITY MANAGER  
MIRANDA** City Manager Miranda reported the following:

- 1) The Irwindale Dan Diaz Recreation Center will be the host of a 4-day vote center, from November 5-8.
- 2) The Irwindale Business Expo and Taste of Irwindale will be held tomorrow at the Irwindale Brew Yard.
- 3) He also provided updates on events and activities from the Library, Recreation, and Senior Center.

City Manager Miranda also noted that concerns have been received from residents regarding the lack of available parking spaces along Calle de Paseo due to red curbs. He noted that Iteris Consulting conducted a traffic study, which determined that more red curbs are necessary to alleviate safety concerns. Subsequently, staff met with Iteris staff, and Iteris will reevaluate the existing red curbs and present its findings to the Council at the November 9 meeting.

**MAYOR BURROLA** Replying to a question by Mayor Burrola, City Manager Miranda advised that Iteris is also looking into the installation of speed humps.

**DENA ZEPEDA** Dena Zepeda stated her belief that the residents living along the street are very upset about the red curbs.

**MARIA ALVAREZ** Maria Alvarez complained about the lack of parking along Calle de Paseo, especially in light of major upcoming recreational events for the holidays.

**CARMEN ROMAN** Carmen Roman also complained about the lack of parking.

**BECKY BARBOSA** Becky Barbosa stated that her husband has difficulty walking from his home to the pool, and asked why there are no blue curbs for disabled parking.

|                         |                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SUZANNE GOMEZ           | Suzanne Gomez expressed concern over the curvature of the street, suggested that a speed bump be installed in front of her home, and requested that as many of the red curbs be removed as possible.                                                                                                                                                                                      |
| CITY ATTORNEY<br>GUERRA | City Attorney Guerra noted that this topic was raised during the City Manager's Report, but is not clearly identified on the agenda as an action item. He suggested that the item be placed on a future agenda for discussion and action.                                                                                                                                                 |
| MAYOR PRO TEM<br>AMBRIZ | Mayor Pro Tem Ambriz suggested taking action at this time to add this topic to the agenda. He acknowledged that the report from the traffic consultant would be presented at the November meeting, but also mentioned the possibility of slowing traffic along Calle de Paseo to 15 or 20 miles per hour, and eliminate the red curbs until more information is presented in November.    |
| MAYOR BURROLA           | Mayor Burrola suggested holding off on taking action and expressed his preference to wait until the traffic engineer's findings are presented in November.                                                                                                                                                                                                                                |
| CITY MANAGER<br>MIRANDA | City Manager Miranda clarified the distinction between Item 2A and Item 2F, and reiterated that the traffic engineering firm will be present at the November 9 meeting to discuss its finding in detail, and repeated City Attorney Guerra's suggestion against taking action tonight.                                                                                                    |
| CITY ATTORNEY<br>GUERRA | City Attorney Guerra stated that the Council may give consensus to bring this item back for further discussion at a future meeting, and repeated his suggestion to avoid discussing this any further since the item is not on the agenda.                                                                                                                                                 |
| COUNCILMEMBER<br>ORTIZ  | Councilmember Ortiz asked whether the topic could be added to tonight's agenda as an emergency item, to which City Attorney Guerra responded by indicating the he could look into the code to see what would need to be done to add an emergency item to the agenda.                                                                                                                      |
| MAYOR BURROLA           | Mayor Burrola suggested holding off on discussing this topic further until the report from the traffic engineer is presented at the November 9 meeting, or holding a special meeting earlier to hold additional discussion, to which City Manager Miranda noted that an earlier meeting would probably not be feasible since the traffic engineer still needs time to prepare his report. |
| COUNCILMEMBER<br>ORTIZ  | Councilmember Ortiz suggested that, if the topic would not be discussed until November, then the Police Department should be instructed to avoid enforcing parking restrictions along the street until the discussion resumes.                                                                                                                                                            |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNCILMEMBER<br>GARCIA  | Councilmember Garcia suggested painting over the red curbs in the meantime, to which Mayor Burrola cautioned against since it could create liability for the city.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| CITY ATTORNEY<br>GUERRA  | City Attorney Guerra again recommended discontinuing discussing this topic. He noted that the Council may choose to place this topic on the agenda for a special meeting; alternatively, it could add the topic to tonight's agenda by 2/3 affirmative vote of the Council if it finds that this is an emergency item and there is a need to take immediate action.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| MOTION                   | A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, to add the topic relating to red curbs along Calle de Paseo to tonight's agenda, noting that the matter presents an emergency and there is need to take immediate action. The motion was unanimously approved.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| CARMEN ROMAN             | Carmen Roman noted upcoming holiday festivities and suggested increasing parking along Calle de Paseo as long as it does not endanger anyone.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| DENA ZEPEDA              | Dena Zepeda requested taking immediate action to restore the street's parking availability to prior levels.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| MAYOR BURROLA            | <p>Responding to a question by Mayor Burrola, City Manager Miranda advised that a study and report were prepared which prompted city staff to paint curbs red. He advised that, if staff had not followed the results of the report, the city would be liable for any accidents that occur at the location.</p> <p>Mayor Burrola asked about potential liability for the city if staff removes the red curbs, to which City Attorney Guerra noted the possibility of the city being liable if an accident occurs. He added that, should the city go against the recommendation for safety measures of a qualified individual/firm, the report could be used against the city.</p> <p>Mayor Burrola spoke against taking action that could create liability on the part of the city.</p> |
| COUNCILMEMBER<br>ORTIZ   | Councilmember Ortiz suggested removing the new red curbs from Calle de Paseo until the new report is presented at the November 9 meeting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| MAYOR PRO TEM<br>AMBRIZ  | Mayor Pro Tem Ambriz concurred with Councilmember Ortiz.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| COUNCILMEMBER<br>BRECEDA | Councilmember Breceda agreed that the street should have red curbs where fire hydrants are located, but suggested that Public Works staff paint over other red curbs immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

COUNCILMEMBER  
GARCIA

Councilmember Garcia concurred that the existing red curbs are excessive, and questioned the parameters the traffic engineer utilized in determining that additional red curbs were necessary. He also wondered whether there were other measures that could be implemented to slow traffic down, such as illuminated street crossing signs, an additional crosswalk in front of the bus stop, or more Crossing Guards.

MAYOR BURROLA

Mayor Burrola suggested potentially having staff park their vehicles elsewhere to create more parking opportunities for residents. He also repeated his question regarding city liability to City Attorney Guerra, who cautioned that going taking action against the traffic engineer's report could be used against the city in determining liability.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to paint over the red curbs that were painted as a result of the recent traffic engineer's study, and to reevaluate the need for red curbs once the new traffic engineer study is presented at the November 9 meeting. The motion was approved with Councilmembers Breceda, Garcia, Ortiz, and Mayor Pro Tem Ambriz in favor; Mayor Burrola opposed.

CITY MANAGER  
MIRANDA

City Manager Miranda advised that staff will discuss the traffic measures that Councilmember Garcia mentioned with Iteris.

MAYOR BURROLA

Mayor Burrola expressed his worry that the city would be found liable if something occurs as a result of tonight's action. He noted that the topic would be discussed further at the November 9 meeting after the new report is presented.

COUNCILMEMBER  
BRECEDA

Councilmember Breceda excused himself from the meeting and exited the Council Chambers at 8:59 p.m.

**AGENDA ITEMS  
REQUESTED BY  
COUNCILMEMBERS**

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz suggested looking into installing illuminated crosswalks and illuminated speed signs on Irwindale Avenue in light of speeding vehicles.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 9:01 p.m., in memory of Ofelia Leyva and Eddie Diaz.

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

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

CC Item 1A3

**OCTOBER 26, 2022**  
**WEDNESDAY**  
**6:00 P.M.**

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

**ROLL CALL:**

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City  
Attorney

**SPONTANEOUS  
COMMUNICATIONS**

There were no speakers.

**RECESS TO  
CLOSED SESSION**

At 6:01 p.m., the City Council met in Closed Session to discuss the  
following:

Conference with Legal Counsel – Existing Litigation  
Pursuant to California Government Code Section 54956.9

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

**ACTION:** Update provided, no action taken, no direction provided.

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

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

**ACTION:** Discussed, no action taken, no direction provided; Mayor  
Burrola did not participate in the discussion.

Property: South Manning Pit (APNs 8417-034-905; 8417-034-907;  
8417-009-908)  
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

**ACTION:** Update provided, no action taken, no direction provided.

**RECONVENE IN  
OPEN SESSION**

At 6:41 p.m., the City Council reconvened in Open Session with all members present.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 6:43 p.m.

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

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

CC Item 1A4

**OCTOBER 26, 2022  
WEDNESDAY  
6:43 P.M.**

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

**ROLL CALL:**

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

**CHANGES TO THE  
AGENDA**

There were none.

**COUNCILMEMBER  
TRAVEL REPORTS**

There were none.

**COUNCILMEMBER  
COMMENTS**

MAYOR PRO TEM  
AMBRIZ,  
COUNCILMEMBER  
ORTIZ, AND MAYOR  
BURROLA

Mayor Pro Tem Ambriz, Councilmember Ortiz, and Mayor Burrola thanked those that volunteered and participated in the 2022 Business Expo.

MAYOR BURROLA

Mayor Burrola requested that the meeting be adjourned in memory of El Monte Police Chief Ben Lowry and asked that a letter of condolence be sent to El Monte.

**INTRODUCTION OF  
NEW EMPLOYEES /  
PROMOTIONS**

There were none.

**PROCLAMATIONS /  
PRESENTATIONS /  
COMMENDATIONS**

CHAMBER OF  
COMMERCE  
BUSINESS OF THE  
MONTH – IRWINDALE  
BREW YARD

CHAMBER OF COMMERCE BUSINESS OF THE MONTH –  
IRWINDALE BREW YARD

The presentation was made.

ANITA HERNANDEZ -  
2022 BUSINESS EXPO  
AND TASTE OF  
IRWINDALE

ANITA HERNANDEZ – 2022 BUSINESS EXPO AND TASTE OF  
IRWINDALE

The presentation was made.

RECOGNITION OF  
2022 BUSINESS EXPO  
AND TASTE OF  
IRWINDALE  
VOLUNTEERS

RECOGNITION OF 2022 BUSINESS EXPO AND TASTE OF  
IRWINDALE VOLUNTEERS

The presentation was made.

RECOGNITION OF  
SPECTRUM –  
BUSINESS OF THE  
YEAR, SAN GABRIEL  
VALLEY ECONOMIC  
PARTNERSHIP

RECOGNITION OF SPECTRUM – BUSINESS OF THE YEAR, SAN  
GABRIEL VALLEY ECONOMIC PARTNERSHIP

The recognition was made.

ESGV ENERGY  
EFFICIENCY PROGRAM

ESGV ENERGY EFFICIENCY PROGRAM

The presentation was made.

**SPONTANEOUS  
COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman emailed her comments, wherein she thanked Librarian Balli for all her hard work and dedication to the Library, especially in light of her efforts in securing a \$6 million grant for the construction of a new Library.

FRED BARBOSA

Fred Barbosa complained about the ESGV Energy Efficiency program, volunteered to prepare a flyer on misappropriations, commented on what he perceived to be false information on election-related flyers, and complained about misinformation relating to CalPERS pensions.

**CONSENT CALENDAR**

MOTION

A motion was made by Councilmember Breceda, seconded by Councilmember Ortiz, to approve the Consent Calendar, with the exception of Item Nos. 1C, 1F and 1I, which were removed for separate consideration. The motion was unanimously approved.

ITEM NO. 1A  
MINUTES

MINUTES

No minutes for approval

ITEM NO. 1B  
WARRANTS /  
DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 1D  
BIENNIAL CONFLICT  
OF INTEREST UPDATE

BIENNIAL CONFLICT OF INTEREST UPDATE

RESOLUTION NO.  
2022-93-3343  
ADOPTED

**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," was adopted.

ITEM NO. 1E  
APPROVAL OF THE  
CITYWIDE RESIDENTIAL  
CURB ADDRESS  
PAINTING PROJECT

APPROVAL OF THE CITYWIDE RESIDENTIAL CURB ADDRESS  
PAINTING PROJECT

RESOLUTION NO.  
2022-103-3353  
ADOPTED

**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," was adopted with City Manager Miranda noting that funding will be provided by the General Fund unassigned reserves transfer to Fund 48, Capital Improvement Project Number 8104.

ITEM NO. 1G  
APPROVE THE  
PURCHASE OF TWO  
(2) PUBLIC SERVICES  
VEHICLES AND WAIVE  
FORMAL BIDDING  
PROCEDURE

APPROVE THE PURCHASE OF TWO (2) PUBLIC SERVICES  
VEHICLES AND WAIVE FORMAL BIDDING PROCEDURE

RESOLUTION NO.  
2022-102-3352  
ADOPTED

**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 2.44.080 (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," was adopted.

ITEM NO. 1H  
INVESTMENT  
QUARTERLY REPORT  
SEPTEMBER 30, 2022

INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2022  
(joint item for all agencies)

The Investment Quarterly Report for September 30, 2022, was adopted.

ITEM NO. 1J  
REQUEST TO  
APPROVE AMENDMENT  
NO. 1 TO THE  
PROFESSIONAL  
CONSULTING  
CONTRACT WITH  
ESA

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

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, was approved, and

RESOLUTION NO.  
2022-100-3350  
ADOPTED

**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,” was adopted.

ITEM NO. 1K  
REQUEST TO  
APPROVE A PROJECT  
REIMBURSEMENT  
AGREEMENT WITH  
KP IRWINDALE  
OWNING, LLC

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)

The 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 the Lead Agency and costs incurred by the City Attorney’s Office was approved.

**END OF CONSENT CALENDAR**

ITEM NO. 1C

APPROVE THE  
PURCHASE OF AXON  
TASER 7 CONDUCTED  
ENERGY DEVICES FOR  
THE POLICE DEPT.

APPROVE THE PURCHASE OF AXON TASER 7 CONDUCTED  
ENERGY DEVICES FOR THE POLICE DEPARTMENT

MAYOR BURROLA

In reply to a question by Mayor Burrola, Chief Castro advised that the officers' current tasers are over twice as old as the standard usability timeframe for the devices, having been purchased in 2010 and 2011. He noted that some officers have not been provided tasers since the department does not have enough for everyone, and the ones that are being deployed have precarious serviceability, which endangers the safety of the officers as well as that of the members of the public. He further noted that the old tasers would be traded-in.

Mayor Burrola asked whether the tasers would be purchased through asset forfeiture funds, to which Chief Castro confirmed that they would be, and advised that no additional funding would be required.

RESOLUTION NO.  
2022-96-3346  
ADOPTED

**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," was adopted on the motion of Mayor Burrola, seconded by Councilmember Ortiz, and unanimously approved.

ITEM NO. 1F

CONSIDERATION OF  
PROPOSED  
PERSONNEL  
ADJUSTMENTS

CONSIDERATION OF PROPOSED PERSONNEL ADJUSTMENTS

CITY MANAGER  
MIRANDA

City Manager Miranda presented the staff report.

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz stated that he was in full support of approving the Community Development Intern position. He then asked several questions relating to the proposed part-time Dispatcher positions, to which Chief Castro advised that the Department currently fills overtime vacancies at Dispatch with officers, and costs approximately \$1,000 per shift, whereas filling the vacancies with part-time Dispatchers would cost approximately \$400 per shift. He added that the department is on track to exceed its overtime budget for Dispatchers if the current practice is continued. He noted current staffing level challenges being faced by Irwindale PD as well as other local police departments, and indicated that the proposed part-time positions would require that the candidates are certified to work with the city's computer system and must be POST approved.

Councilmember Ortiz thanked Chief Castro for the additional information, and acknowledged the staffing issues that are being experienced by several local cities.

COUNCILMEMBER  
GARCIA

Councilmember Garcia asked additional clarifying questions, to which Chief Castro responded that the proposed staffing changes to the Police Department would cost approximately \$25,000 or less, and reiterated that the funds would be derived from the overtime budget. He added that the increase in Dispatcher staff would allow current Dispatchers the opportunity to take time off or attend trainings.

Councilmember Garcia also asked about the possibility of several agencies creating a central dispatch center, to which Chief Castro stated that discussions have been held for many years, though nothing has ever materialized. Additionally, Irwindale Dispatchers not only dispatch, they also perform clerical record support duties.

Responding to an additional question by Councilmember Garcia, Chief Castro advised that the recruitment flyer will include a note that POST Dispatch certification is required and applicants must have at least two years of experience using the same software the city uses, though other details could be learned on-site.

MAYOR PRO TEM

Mayor Pro Tem Ambriz thanked Chief Castro and indicated that the safety of the community is paramount.

RESOLUTION NO.  
2022-101-3351  
ADOPTED

**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," was adopted, on the motion of Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, and unanimously adopted.

ITEM NO. 1I  
PROFESSIONAL  
CONTRACT SERVICES  
AGREEMENT WITH  
PLACEWORKS

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)

DIRECTOR SIMPSON

Director Simpson presented the staff report.

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz asked several clarifying questions regarding this matter, to which Director Simpson advised that a Request for Proposals was prepared and distributed, and five proposals were received from various firms. She added that this matter relates to the property at the Nu Way Pit, soon to be known as the Irwindale Gateway, and noted that the company has applied for a grading and remediation permit, after which the site will be ready for construction, and the environmental impact report could then be conducted.

MOTION

A motion was made by Councilmember Ortiz, seconded by Mayor Pro Tem Ambriz, to 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 (APNs: 8532-002-035 and -042).

FRED BARBOSA

Fred Barbosa spoke on environmental impacts that he believes this project would cause and threatened to take the matter before the Justice Department if it was approved.

ROLL CALL

The above-mentioned motion was unanimously approved.

**NEW BUSINESS**

ITEM NO. 2A  
VERBAL REPORT ON  
THE CREATION OF  
AD-HOC COMMITTEE  
FOR THE  
INSTALLATION OF  
MILITARY FLAGS AT  
THE VETERANS  
MONUMENT

VERBAL REPORT ON THE CREATION OF AD-HOC COMMITTEE FOR THE INSTALLATION OF MILITARY FLAGS AT THE VETERANS MONUMENT

|                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY MANAGER<br>MIRANDA                                                                                            | City Manager Miranda requested that this matter be discussed concurrently with Item No. 2B. He noted staff's recommendation that Mayor Burrola choose the members of the proposed ad-hoc committee and that discussion be held regarding its formation. He noted that, once Mayor Burrola chooses the members of the committee, staff could distribute flyers within the community to solicit participation by members of the public.                                                                                                                                                                                                                                                        |
| MAYOR BURROLA                                                                                                      | <p>Responding to a question by Mayor Burrola, City Attorney Guerra advised that the ad-hoc committee would be limited to two councilmembers; however, members of the community may provide input and suggestions to the committee, though they would not be considered members of the committee. The ad-hoc committee would then make recommendations to the City Council, as it cannot make any decisions on its own. The committee is proposed to be formed this way to avoid Brown Act issues.</p> <p>Mayor Burrola suggested that both he and Mayor Pro Tem Ambriz form the ad-hoc committee to discuss the project for the installation of military flags at the Veterans Monument.</p> |
| MAYOR PRO TEM<br>AMBRIZ                                                                                            | Mayor Pro Tem Ambriz accepted the nomination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| MAYOR BURROLA                                                                                                      | Mayor Burrola suggested that both he and Councilmember Ortiz form the ad-hoc committee to discuss the project for the installation of a Founding Mothers Monument.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| COUNCILMEMBER<br>ORTIZ                                                                                             | Councilmember Ortiz accepted the nomination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| LINDA MAREZ                                                                                                        | Linda Marez stated her interest in providing input on the Founding Mothers monument, to which City Manager Miranda advised that flyers will be distributed to the community and over social media to inform interested individuals of the process.                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <u>ITEM NO. 2B</u><br>VERBAL REPORT ON<br>THE CREATION OF<br>AD-HOC COMMITTEE<br>FOR FOUNDING<br>MOTHERS' MONUMENT | <p>VERBAL REPORT ON THE CREATION OF AD-HOC COMMITTEE<br/>FOR FOUNDING MOTHERS' MONUMENT</p> <p>Discussed concurrently with Item No. 2A.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <u>ITEM NO. 2C</u><br>VERBAL UPDATE<br>ON IRWINDALE CAR<br>WASH PARKING /<br>ALLEN DRIVE                           | VERBAL UPDATE ON IRWINDALE CAR WASH PARKING / ALLEN<br>DRIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

CITY MANAGER  
MIRANDA

City Manager Miranda advised that staff has held two discussions with the owner of the Irwindale Car Wash, where parking issues along Allen Drive were discussed. The owner has since spoken to his employees and has ensured that every effort will be made to relieve parking concerns for the benefit of the residents. The owner also wished to convey that his business wishes to remain a good neighbor and prefers for the line of communication with the city remain in good standing.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz thanked City Manager Miranda for his assistance in resolving the parking concerns.

MAYOR BURROLA

Mayor Burrola indicated that he has noticed that the parking issue seems to have been resolved and thanked City Manager Miranda for his assistance.

**PUBLIC HEARINGS**

None.

**CITY MANAGER'S  
REPORT**

CITY MANAGER  
MIRANDA

City Manager Miranda reported the following:

- 1) Applications are being accepted for the 2023 City commission vacancies.
- 2) The City will be hosting a 4-Day Vote Center at the Dan Diaz Recreation Center, from November 5-8, where voters can vote in person or may drop off their vote by mail ballots.
- 3) The Community Development Department invites members of the public to attend a housing element update workshop on November 10.
- 4) Periscope Enterprises will be hosting a "Hot VW Drag Day Race" on October 30.
- 5) The deadline to apply for the open Assistant City Engineer and Library Technician positions closes on November 14. Flyers were mailed to residents on October 19.
- 6) The Library was awarded a AB179 grant totaling \$6,635,594 to help fund the new Library. He thanked Librarian Balli and Assistant Engineer Pimentel who assisted in securing the grant.
- 7) The Library is accepting registrations for homework help.
- 8) The following Recreation events have been scheduled: Halloween Spooktacular – October 29; Trunk or Treat – October 31; Kindness Krew Donation Drive – November 5.
- 9) The Irwindale Community Foundation is hosting a Holiday Gift Card Giveaway on November 5.

MAYOR BURROLA

Mayor Burrola asked about the timeline for the grant, to which City Manager Miranda advised that staff has until 2025 to complete the grant.

**AGENDA ITEMS**  
**REQUESTED BY**  
**COUNCILMEMBERS**

**ITEM NO. 5A**  
**FLASHING**  
**CROSSWALKS ON**  
**IRWINDALE AVENUE**

FLASHING CROSSWALKS ON IRWINDALE AVENUE (Requested by Councilmember Ortiz)

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz voiced concern for the safety of pedestrians that cross Irwindale Avenue, since motorists are traveling at increasing speeds. He requested that staff place a speed display, similar to the one that was placed in front of City Hall, just north of Cypress Street. He also suggested installing flashing crosswalks, and requested that staff be directed to look into the requests.

CITY MANAGER  
MIRANDA

Responding to a question by City Manager Miranda, Councilmember Ortiz suggested placing flashing crosswalks at Martinez and Irwindale and another at Juarez or Calle de Paseo and Irwindale.

MAYOR PRO TEM  
AMBRIZ

Mayor Pro Tem Ambriz concurred with the recommendation and suggested similar measures at Meridian Street.

COUNCILMEMBER  
BRECEDA

Councilmember Breceda stated that something similar to the signals near Del Norte Park in West Covina could be installed.

COUNCILMEMBER  
GARCIA

Councilmember Garcia noted that the Council could defer the matter to the traffic engineer for input.

CITY MANAGER  
MIRANDA

Responding to questions by City Manager Miranda, Director Hanna advised that flashing lights can sometimes cause more accidents and could confuse drivers. He agreed that the request would have to be analyzed to determine the best implements to increase traffic safety.

COUNCILMEMBER  
ORTIZ

Councilmember Ortiz stated that he has seen flashing lights at crosswalks near schools and that these seem to help. He acknowledged that a traffic study would need to be conducted to determine the best course of action.

COUNCILMEMBER  
BRECEDA

Councilmember Breceda suggested that a citywide traffic survey be conducted, to which Director Hanna noted that the budget for such a request had been slashed by the former City Manager. Director Hanna advised that he would reach out to the City's two traffic engineering firms and request their pricing.

CITY MANAGER  
MIRANDA

City Manager Miranda advised that the matter would be returned to the Council for a vote on an appropriation of funds to cover the costs.

COUNCILMEMBER BRECEDA Councilmember Breceda noted many instances of improper U-turns near the church at Calle del Norte.

MANUEL ORTIZ Manuel Ortiz thanked the Council for supporting this effort and spoke of his concern for the safety of pedestrians that walk around the area.

MAYOR BURROLA Mayor Burrola requested placing an item on the next agenda to discuss placing a digital billboard in front of City Hall.

**ADJOURNMENT** There being no further business to conduct, the meeting was adjourned at 8:28 p.m.

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

CITY OF IRWINDALE  
PAYROLL WARRANT REGISTER  
October 2022

| Payroll Batch<br>DATE OF ISSUE<br>10/6/22  | 401-10-22, 402-10-22<br>DEPARTMENT  | AMOUNT       |
|--------------------------------------------|-------------------------------------|--------------|
|                                            | 11 City Council                     | 1,731.15     |
|                                            | 13 City Administrative Office       | 50,989.58    |
|                                            | 14 Finance Department               | 27,010.60    |
|                                            | 35 Police Department                | 222,739.13   |
|                                            | 40 Recreation Department            | 25,477.35    |
|                                            | 41 Aquatics Department              | 9,717.31     |
|                                            | 42 Senior Citizens' Center          | 17,605.55    |
|                                            | 44 Library                          | 14,967.91    |
|                                            | 51 Planning & Community Development | 29,872.04    |
|                                            | 52 Public Works - Engineering       | 37,570.54    |
|                                            | 57 Public Works - Services          | 51,739.08    |
|                                            | Gross Payroll                       | 489,420.24   |
|                                            | Required Deductions                 | (141,848.50) |
|                                            | Voluntary Deductions                | (17,228.68)  |
|                                            | Net Payroll                         | 330,343.06   |
| Payroll Batch<br>DATE OF ISSUE<br>10/20/22 | 415-10-22, 420-10-22<br>DEPARTMENT  | AMOUNT       |
|                                            | 11 City Council                     | 6,216.50     |
|                                            | 13 City Administrative Office       | 51,443.04    |
|                                            | 14 Finance Department               | 25,852.57    |
|                                            | 35 Police Department                | 205,777.38   |
|                                            | 40 Recreation Department            | 25,044.04    |
|                                            | 41 Aquatics Department              | 8,301.56     |
|                                            | 42 Senior Citizens' Center          | 17,566.09    |
|                                            | 44 Library                          | 14,552.05    |
|                                            | 51 Planning & Community Development | 28,890.68    |
|                                            | 52 Public Works - Engineering       | 59,860.79    |
|                                            | 57 Public Works - Services          | 52,626.01    |
|                                            | Gross Payroll                       | 496,130.71   |
|                                            | Required Deductions                 | (146,722.12) |
|                                            | Voluntary Deductions                | (18,331.52)  |
|                                            | Net Payroll                         | 331,077.07   |

# Electronic Payments

October 2022

October 1 - 31, 2022



| Number  | Vendor Name       | Date          | Amount          |
|---------|-------------------|---------------|-----------------|
| 5098035 | CJPIA Excess Pool | 10/27/2022    | 1,238.85        |
|         |                   | Report Total: | <u>1,238.85</u> |

# Accounts Payable

## Checks by Date - Summary by Check Number

User: imarin  
Printed: 11/2/2022 4:36 PM



| Check No | Vendor No | Vendor Name                                  | Check Date | Check Amount |
|----------|-----------|----------------------------------------------|------------|--------------|
| 78299    | CDW01     | CDW Government                               | 10/20/2022 | 1,352.55     |
| 78300    | LG2WB01   | LG2WB Engineers, Inc                         | 10/20/2022 | 4,751.25     |
| 78301    | CALIFO56  | California State Disbursement Unit           | 10/20/2022 | 604.15       |
| 78302    | CALIFO57  | California State Disbursement Unit           | 10/20/2022 | 143.07       |
| 78303    | CITY01    | City of Hope                                 | 10/20/2022 | 54.00        |
| 78304    | ICEA      | Irwindale City Employee Assoc.               | 10/20/2022 | 726.00       |
| 78305    | IMEA      | Irwindale Mgmt Employee Assoc.               | 10/20/2022 | 520.00       |
| 78306    | IRWIND02  | Irwindale Police Officers Assoc.             | 10/20/2022 | 3,288.10     |
| 78307    | AMERIC34  | American Fidelity Assurance Co               | 10/20/2022 | 2,733.64     |
| 78308    | AT&T06    | AT & T                                       | 10/20/2022 | 1,704.40     |
| 78309    | CINGULAR  | AT & T Mobility                              | 10/20/2022 | 3,389.39     |
| 78310    | CALIFO42  | California Building Standards                | 10/20/2022 | 1,413.90     |
| 78311    | CARLOS05  | Michael Carlos                               | 10/20/2022 | 200.00       |
| 78312    | CHART01   | Charter Communications                       | 10/20/2022 | 191.92       |
| 78313    | CHOU03    | Lisa Chou                                    | 10/20/2022 | 54.59        |
| 78314    | CONCE01   | Concentra                                    | 10/20/2022 | 315.00       |
| 78315    | DIAZ22    | Kennya Diaz                                  | 10/20/2022 | 127.00       |
| 78316    | DOMINGO1  | Nelida Dominguez                             | 10/20/2022 | 47.00        |
| 78317    | FRONT01   | Frontier Communications                      | 10/20/2022 | 222.02       |
| 78318    | HIPO01    | Alma Hipolito                                | 10/20/2022 | 75.00        |
| 78319    | LEGAL03   | Legal Shield                                 | 10/20/2022 | 37.90        |
| 78320    | LIEBERT   | Liebert Cassidy Whitmore                     | 10/20/2022 | 1,842.50     |
| 78321    | LOPE20    | Eric Lopez                                   | 10/20/2022 | 75.00        |
| 78322    | OPTUM01   | OptumRx, Inc.                                | 10/20/2022 | 26,078.45    |
| 78323    | SANCHE09  | Laurie Sanchez                               | 10/20/2022 | 300.00       |
| 78324    | SIMPSON01 | Marilyn Simpson                              | 10/20/2022 | 301.42       |
| 78325    | STATE001  | State Of California                          | 10/20/2022 | 160.00       |
| 78326    | TEXAS01   | Texas Life Insurance Co.                     | 10/20/2022 | 3,558.59     |
| 78327    | TPX 01    | TPX Communications                           | 10/20/2022 | 2,520.78     |
| 78328    | verizonw  | Verizon Wireless                             | 10/20/2022 | 788.37       |
| 78329    | VISION01  | Vision Service Plan - (CA)                   | 10/20/2022 | 1,620.78     |
| 78331    | ALLIAN02  | Alliant Insurance Services, Inc.- Irvine Mai | 10/27/2022 | 491.00       |
| 78332    | AMERIFID  | American Fidelity Assurance                  | 10/27/2022 | 5,964.06     |
| 78333    | ALVARE06  | Mariela Avila                                | 10/27/2022 | 160.88       |
| 78334    | Ayala01   | Leonor Ayala                                 | 10/27/2022 | 408.00       |
| 78335    | AZUSALW   | Azusa Light & Water                          | 10/27/2022 | 386.81       |
| 78336    | BELTRA    | Eloise Beltran                               | 10/27/2022 | 72.00        |
| 78337    | NEST01    | Blue Triton Brands, Inc.                     | 10/27/2022 | 897.62       |
| 78338    | BRECED04  | Mark A. Breceda                              | 10/27/2022 | 2,236.92     |
| 78339    | CALIFO02  | California American Water                    | 10/27/2022 | 1,578.11     |
| 78340    | CARDEN01  | Rudy Cardenas                                | 10/27/2022 | 150.00       |
| 78341    | PMIDEN    | Delta Dental Insurance Company               | 10/27/2022 | 991.77       |
| 78342    | PMIDEN01  | Delta Dental of California                   | 10/27/2022 | 13,657.14    |
| 78343    | ESPINO09  | Juan Espino                                  | 10/27/2022 | 248.03       |
| 78344    | EVANS02   | Gloria Evans                                 | 10/27/2022 | 300.00       |
| 78345    | FRONT01   | Frontier Communications                      | 10/27/2022 | 669.46       |
| 78346    | GASCOM    | Gas Company, The                             | 10/27/2022 | 2,812.66     |

| Check No | Vendor No | Vendor Name                             | Check Date | Check Amount |
|----------|-----------|-----------------------------------------|------------|--------------|
| 78347    | SOUTHE17  | Golden State Water Company              | 10/27/2022 | 748.28       |
| 78348    | INTIME01  | InTime Services Inc.                    | 10/27/2022 | 11,220.00    |
| 78349    | LEDEZMA   | Erica Ledezma                           | 10/27/2022 | 1,860.00     |
| 78350    | OLIVAR03  | Sandro Olivares                         | 10/27/2022 | 200.00       |
| 78351    | PART01    | Party Pronto, Inc                       | 10/27/2022 | 647.00       |
| 78352    | PONCE04   | Delicia Ponce                           | 10/27/2022 | 313.05       |
| 78353    | SARINA    | Albert Sarinana                         | 10/27/2022 | 277.77       |
| 78354    | SCE02     | Southern California Edison              | 10/27/2022 | 20,470.80    |
| 78355    | SCE02     | Southern California Edison              | 10/27/2022 | 37,282.23    |
| 78356    | STANDA01  | Standard Insurance Co. RV               | 10/27/2022 | 459.95       |
| 78357    | ACADE01   | The California Academy for Economic Dev | 10/27/2022 | 200.00       |
| 78358    | VALLEY09  | Valley View Mutual Water Co.            | 10/27/2022 | 83.66        |
| 78359    | VISION01  | Vision Service Plan - (CA)              | 10/27/2022 | 4,618.73     |
| 78360    | WAGONER   | Pamela Wagoner                          | 10/27/2022 | 200.00       |
| 78361    | VALLEY01  | Valley County Water District            | 10/27/2022 | 14,570.61    |
| 78362    | ADVANT    | Advantage Ford                          | 11/09/2022 | 63.80        |
| 78363    | ALESHIRE  | Aleshire & Wynder, LLP                  | 11/09/2022 | 65,098.77    |
| 78364    | AZBUS01   | A-Z Bus Sales                           | 11/09/2022 | 3,496.15     |
| 78365    | B&BTIR    | B & B Tires Service                     | 11/09/2022 | 45.00        |
| 78366    | BAKER01   | Baker & Taylor Books                    | 11/09/2022 | 631.84       |
| 78367    | BLACKA    | Black & White Emergency Vehicles        | 11/09/2022 | 500.00       |
| 78368    | BRITEW    | BriteWorks, Inc.                        | 11/09/2022 | 1,467.64     |
| 78369    | CHRISN01  | Chris Nelson & Associates, Inc.         | 11/09/2022 | 840.00       |
| 78370    | CINTAS    | Cintas Corporation #693                 | 11/09/2022 | 135.66       |
| 78371    | BALDWI02  | City of Baldwin Park                    | 11/09/2022 | 175.00       |
| 78372    | CITYOF23  | City Of West Covina                     | 11/09/2022 | 9,390.00     |
| 78373    | COMPLE01  | Complete Paperless Solutions, LLC       | 11/09/2022 | 7,500.00     |
| 78374    | DEPTOF02  | County of LA Dept of Animal Care & Cont | 11/09/2022 | 8,478.90     |
| 78375    | DUDEK01   | Dudek                                   | 11/09/2022 | 1,495.00     |
| 78376    | EG01      | E. G. Brennan & Co. Corp.               | 11/09/2022 | 195.00       |
| 78377    | ENVIRO05  | Environmental Science Associates (ESA)  | 11/09/2022 | 86,813.65    |
| 78378    | ESRI01    | Esri, Inc.                              | 11/09/2022 | 400.00       |
| 78379    | ESTRA01   | Estrada's Smog Check                    | 11/09/2022 | 55.00        |
| 78380    | FCG01     | FCG Consultants Inc.                    | 11/09/2022 | 11,575.88    |
| 78381    | GARVEY    | Garvey Equipment Co                     | 11/09/2022 | 1,526.52     |
| 78382    | HDLCOR    | HdL Coren & Cone                        | 11/09/2022 | 1,575.00     |
| 78383    | JOEAGO    | Joe A. Gonsalves & Son                  | 11/09/2022 | 2,375.00     |
| 78384    | LAKESH01  | Lakeshore Learning Materials            | 11/09/2022 | 118.31       |
| 78385    | LANDSC    | Landscape Warehouse III Inc.            | 11/09/2022 | 38.63        |
| 78386    | LSA01     | LSA Associates, Inc.                    | 11/09/2022 | 5,008.75     |
| 78387    | MAINT01   | Maintex                                 | 11/09/2022 | 2,384.95     |
| 78388    | MOTOR01   | Motorola Solutions, Inc.                | 11/09/2022 | 27,314.18    |
| 78389    | OFFICE03  | Office Depot                            | 11/09/2022 | 272.84       |
| 78390    | ORKINP    | Orkin Pest Control                      | 11/09/2022 | 954.00       |
| 78391    | PROPRINT  | Pro Printing, Inc.                      | 11/09/2022 | 809.24       |
| 78392    | RICOH01   | Ricoh USA, Inc                          | 11/09/2022 | 1,218.24     |
| 78393    | RIGHT01   | Right of Way, Inc.                      | 11/09/2022 | 83.22        |
| 78394    | ROSENO    | Rosenow Spevacek Group Inc              | 11/09/2022 | 2,260.00     |
| 78395    | SOUTH06   | South Coast AQMD                        | 11/09/2022 | 620.61       |
| 78396    | V&V01     | V & V Manufacturing, Inc.               | 11/09/2022 | 280.98       |
| 78397    | WALT01    | Walters Wholesale Electric Co.          | 11/09/2022 | 6.54         |
| 78398    | HDSUP01   | WHITE CAP, L.P.                         | 11/09/2022 | 156.76       |
| 78399    | YTIRE     | Y Tire Sales                            | 11/09/2022 | 375.43       |

Report Total (100 checks):

429,109.80

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

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

Date: November 9, 2022

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: State of California Budget Act of 2021 (SB 129) Grant Application, Acceptance, and Execution of Grant Funds

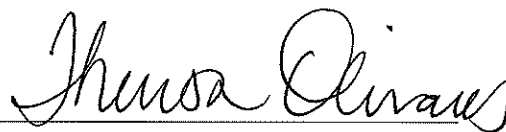
**City Manager's Recommendation:**

Adopt Resolution No. 2022-107-3357 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021 (SB 129)".

**Administrative Action:**

**Prepared /Submitted by:**

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



**Reviewed by:**

Adrian R. Guerra, City Attorney

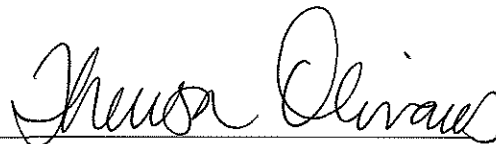
**Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer

**Electronically Approved**

**Approved by:**

Theresa Olivares, Assistant City Manager



**Background and Analysis:**

The City of Irwindale submitted a grant application through the State of California's Building Forward: Library Infrastructure Grant Program. The Budget Act of 2021 (SB 129) allocated \$439 million in one-time funds to the California State Library to address life safety and critical maintenance needs of public library facilities throughout California. The competitive grant prioritized funding for local library facilities in high poverty areas, with Round One recipients receiving notification in September 2022.

The City of Irwindale was not a grant recipient in Round One and on October 11, 2022, the City of Irwindale received a letter of intent from the California State Library for a grant in the amount of \$6,135,594. The City of Irwindale is required to provide matching funds in the amount of \$6,135,594 to support the City of Irwindale Public Library Improvement Project. Additionally, the City's match funds must be expended during the grant period at the same rate as the grant funds. Eligible expenditures for the grant funds include: New Stand-Alone Library Facility Building, Book Theft Detection System/Self-Check, Site Preparation, Site Clearing/Grading, and Utilities (Electrical, Water, Storm Drainage, Gas, Telecommunications, and Sewer).

Staff is awaiting the official award packet, including the grant agreement. Additional documents to be completed by staff include the confirmed project budget, final project implementation plan, certification of compliance, letter certifying availability of match funds, resolution authorizing acceptance of the grant, signed grant agreement, and completed fiscal claim for the first award payment. Upon completion and submission of the award packet and grant agreement, the California State Library will process the City's first payment. The first payment typically is received within 45 days from the date a properly submitted grant payment is requested and approved by the Fiscal Analyst.

The California State Library requires a resolution adopted by the City prior to execution of the grant agreement authorizing the submission of an application; approval to implement the awarded project; and designation of an Authorized Representative to enter into the grant agreement. The proposed resolution conforms to the required Resolution Template provided by the California State Library's grant program guidelines. At this time it is recommended for the City Council to adopt Resolution No. 2022-107-3357.

**Fiscal Impact:**

The adoption of Resolution No. 2022-107-3357, authorizing the acceptance of the grant from the State of California in the amount of \$6,135,594 requires the City to provide dollar-for-dollar match funds in the amount of \$6,135,594. Funds are available in the General Fund's Reserve Fund Balance.

**Attachment:**

1. Resolution No. 2022-107-3357

**RESOLUTION NO. 2022-107-3357**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF  
THE GRANT FUNDS FROM THE STATE OF CALIFORNIA BUDGET ACT OF 2021  
(SB 129)**

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the State of California Budget Act of 2021 (SB 129); and

**WHEREAS**, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the California State Library require a resolution certifying the approval by the City of Irwindale's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

**WHEREAS**, the City of Irwindale has been selected as a grant recipient in the amount of \$6,135,594 and desires to enter into a grant agreement with the State of California to carry out the City of Irwindale Public Library Improvement Project; and

**WHEREAS**, the City of Irwindale has the legal authority and is authorized to enter into a funding agreement with the State of California.

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

**SECTION 1.** That pursuant and subject to all of the terms and provisions of the California Budget Act of 2021, the Assistant City Manager of the City of Irwindale is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.

**SECTION 2.** The Assistant City Manager of the City of Irwindale is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

**SECTION 3.** The Assistant City Manager of the City of Irwindale is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

**SECTION 4.** The City Council of the City of Irwindale certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of November 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. 2022-107-3357 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 9<sup>th</sup> day of November 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**

---

Date: November 9, 2022  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Award of Contract for As Needed On-Call Project Based Private Development Review and Plan Check Services

---

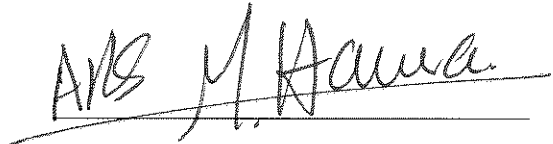
**City Manager's Recommendation:**

That the City Council approve and authorize the City Manager to execute an agreement with Chris Nelson & Associates, Inc. for as-needed On-Call Project Based Private Development Review and Plan Check Services in the amount not-to-exceed \$250,000.

**Administrative Action:**

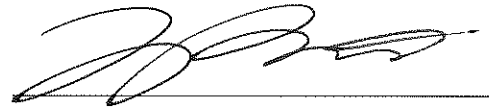
**Submitted by:**

Arsanious Hanna  
Director of Engineer/ Building Official



**Prepared by:**

Luis Pimentel, Assistant Engineer  
(626) 430-2259



**Reviewed by:**

Adrian R. Guerra, City Attorney

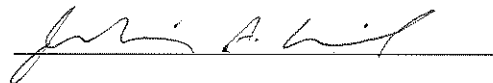
**Electronically Approved**

Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



## **Background and Analysis:**

1. In October 2022, staff issued a request to three civil engineering consultants to provide updated fee schedules for On-Call Private Development Review and Plan Check Services. These three consultants have previously performed similar work for the City. The purpose is to provide consultant services and review of pending and future project-based/project-specific applications and submittals. Applicants provide a deposit to the City for necessary review work to be performed as part of their project. The consultant services work performed will be project-specific and fees for the consultant's work will be deducted from the deposits of the respective project applicant.
2. The scope of services for project-based as-needed consultant services includes, but is not limited to the following: review of developers' applications for completeness, review of all map submittals, including tract maps, tentative maps and parcel maps; review of survey documentation, lot and boundary closure calculations, dedications and easements; assure compliance with the Subdivision Map Act, the Land Surveyor's Act and the approved tentative map for the development; assist with preparation of the City's conditions of approval; review/prepare and/or process development related engineering reports, offsite improvements plans, and lot line adjustments; and review/prepare legal descriptions and plats associated with easements, right-of-way deeds, offers of dedications, etc. Services will be provided only for projects being reimbursed by the applicant, or paid for by a deposit from the applicant and will not be used for any other purpose.
2. Staff received updated fee schedules from the following firms: 1) Chris Nelson & Associates, Inc., 2) Coory Engineering, 3) David Evans & Associates.
3. In accordance with the City's Purchasing Policy, Professional firms providing engineering, land surveying, transit, planning, environmental, auditing, landscape architecture or other services may be retained on a continuing basis to provide professional services without going through the RFP and selection process. Such arrangements may be reviewed from time-to-time to ensure the City is receiving the best value in their services.

Staff reviewed the updated fee schedules provided by the three firms and determined that Chris Nelson & Associates, Inc. offers the key personnel and project management to meet the City's current need. Chris Nelson & Associates' key personnel have experience performing map checking services, design reviews related to development offsite improvements, understanding of on-call services to be provided to the City, committed staff for plan checking needs and a reasonable fee schedule.

4. As a result of this review process, staff determined Chris Nelson & Associates to be the most qualified firm, based upon demonstrated knowledge, experience, skills, and understanding of the City's objectives and expectations. City staff believes Chris Nelson and Associates' electronic plan review process and proposed personnel would

best facilitate the timely review and approval of private development projects. Therefore, staff recommends the City Council approve and authorize the City Manager to execute an agreement with Chris Nelson and Associates for as-needed On-Call Project-Specific Private Development Review and Plan Check Services. The fee schedule and agreement will be reviewed as part of the City's annual budget review process as necessary.

**Fiscal Impact:**

None. Funding for this Agreement will be deducted from deposits provided to the City from a respective applicant of private development projects that are currently in the development application process and/or any future developments that apply.

**Attachment(s):**

Attachment A – Fee Schedules from civil engineering firms considered  
Attachment B – Contract Agreement with Chris Nelson & Associates, Inc.

## SCHEDULE OF FEES AND BILLING PROCEDURE

### STANDARD HOURLY RATES - 2022

CIVIL ENGINEERING, LAND SURVEYING, MAPPING AND EXPERT WITNESS SERVICES

#### OFFICE SERVICES

|                                     |       |
|-------------------------------------|-------|
| Principal Land Surveyor.....        | \$255 |
| Principal Civil Engineer.....       | \$255 |
| Professional Land Surveyor II.....  | \$210 |
| Professional Civil Engineer II..... | \$210 |
| Professional Land Surveyor I.....   | \$190 |
| Professional Civil Engineer I.....  | \$190 |
| Senior Project Manager.....         | \$180 |
| Project Manager.....                | \$170 |
| Senior Survey Technician.....       | \$150 |
| Survey Technician.....              | \$140 |
| Senior Civil Engineer Tech.....     | \$150 |
| Assistant Civil Engineer Tech.....  | \$140 |
| Clerical.....                       | \$95  |
| Court Appearance/Deposition.....    | \$475 |

#### FIELD SERVICES

|                               |        |
|-------------------------------|--------|
| Field Calculations.....       | \$140  |
| Survey Field Manager.....     | \$165  |
| One-Person Survey Crew.....   | \$200* |
| Two-Person Survey Crew.....   | \$265* |
| Three-Person Survey Crew..... | \$315* |

\*Minimum billing rate for field survey crews for any time spent in the field on a given day is four (4) hours based on their hourly rate. For instance, the minimum charge for a Two-Person Survey Crew for any time less than four (4) hours spent in the field on any given day is \$1,060.00 (\$265.00 x 4 hrs.).

Chris Nelson & Associates, Inc. shall invoice the Client monthly for services performed with payment due upon receipt. All payments extending thirty (30) days from date of invoice or project completion shall accrue a finance charge at the rate of 1-1/2% per month, which is equivalent to 18% per annum. Unless mutually satisfactory arrangements are made for delay of payment more than thirty (30) days from the date of invoice, Chris Nelson & Associates, Inc. has the option of discontinuing all work until payment is made.

Expenses for other specialized technical services, printing, reproductions, and other like direct costs shall additionally be billed at standard commercial rates plus 20% for administration, coordination, and handling costs.

Chris Nelson & Associates, Inc. reserves the right to adjust these rates for any incomplete work, and in such cases, the Client will be provided with the new adjusted rates.



**COORY ENGINEERING**  
CIVIL ENGINEERING & LAND SURVEYING

**FEE SCHEDULE**

• **OFFICE:**

|                         |             |
|-------------------------|-------------|
| PRINCIPAL ENGINEER:     | \$350.00/HR |
| PROJECT MANAGER:        | 260.00      |
| DESIGN ENGINEER:        | 210.00      |
| ENGINEERING TECHNICIAN: | 180.00      |
| CLERICAL:               | 80.00       |

• **SURVEYING:**

|              |             |
|--------------|-------------|
| 1-MAN PARTY: | \$210.00/HR |
| 2-MEN PARTY: | 320.00      |
| 3-MEN PARTY: | 450.00      |

Effective: 1/1/2022

1718 N. Neville Street, Orange, CA 92865

---

TEL: (714) 202-8700

FAX: (714) 202-8701

**SCHEDULE OF HOURLY BILLING RATES**

Effective through March 31, 2023

**ENGINEERING:**

|                                                     |               |
|-----------------------------------------------------|---------------|
| Principal in Charge                                 | \$270.00/Hour |
| Project Director                                    | \$245.00/Hour |
| Project Manager                                     | \$225.00/Hour |
| Senior Engineer / Project Engineer / Senior Planner | \$200.00/Hour |
| Senior Staff Engineer / Senior Designer             | \$180.00/Hour |
| Staff Engineer / Designer/ Planner                  | \$165.00/Hour |
| Senior Project Coordinator / Assistant Planner      | \$145.00/Hour |
| CADD Drafter                                        | \$140.00/Hour |
| Project Coordinator                                 | \$130.00/Hour |
| Administrative / Accounting                         | \$110.00/Hour |

**EXPERT WITNESS:**

|                                               |               |
|-----------------------------------------------|---------------|
| Preparation for Depositions/Court Appearances | \$400.00/Hour |
| Depositions/Court Appearances                 | \$575.00/Hour |

**SURVEY (OFFICE):**

|                                        |               |
|----------------------------------------|---------------|
| Survey Manager                         | \$250.00/Hour |
| Senior Survey Project Manager          | \$230.00/Hour |
| Survey Project Manager                 | \$205.00/Hour |
| Senior Project Surveyor                | \$190.00/Hour |
| Project Surveyor                       | \$170.00/Hour |
| Survey Analyst / Sr. Survey Technician | \$160.00/Hour |
| Survey Technician / Survey CADD        | \$140.00/Hour |
| Project Coordinator                    | \$125.00/Hour |
| Admin / Clerical                       | \$110.00/Hour |

**FIELD SURVEY:**

(Per union agreement, there is a 4, 6, and 8-hour minimum charge for survey work. DEA is a signatory to the International Union of Operating Engineers Local 12. Field surveyors are therefore paid prevailing wage rates for all work performed.)

|                      |               |
|----------------------|---------------|
| 1-Person Survey Crew | \$185.00/Hour |
| 2-Person Survey Crew | \$325.00/Hour |

**Note 1:** Authorized overtime for "Office" staff will be charged at 1.5 times their above listed rate.

**Note 2:** Parties agree that the Schedule of **Hourly Billing Rates** as stated herein, are effective from the date of this **Agreement** through **March 31, 2023**.

**Note 3:** **Client** shall pay the cost, plus 15%, for any applicable governmental fees, title company charges, well monuments, outside vendor reproduction costs, in-house reproduction cost, plotting costs, mileage, and delivery or messenger services incurred on Client's behalf. DEA does not typically provide any additional back up for these generally nominal expenses as part of our fee.

**Note 4:** The fee stated herein does not include any sales or use tax. In the event that a sales and/or use tax is imposed by local, state, or federal authority, upon the services rendered hereunder, such sales and/or use tax shall be in addition to said fee herein, and shall be the full responsibility of the **Client**.

**CONTRACT AGREEMENT FOR  
ON-CALL AS-NEEDED CIVIL ENGINEERING AND SUPPORT SERVICES  
BETWEEN THE CITY OF IRWINDALE AND CHRIS NELSON & ASSOCIATES, INC.**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 9th day of November 2022 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and CHRIS NELSON & ASSOCIATES, INC., 28118 Agoura Road, Suite 100, Agoura Hills, California 91301 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

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

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

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

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

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement,

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency,

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

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

#### **4. COORDINATION OF WORK**

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

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

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

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

#### **5. INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

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

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

## 5.2 General Insurance Requirements.

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

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

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

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

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

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

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

### 6.3 Confidentiality and Release of Information.

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

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

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

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

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

## 7. **ENFORCEMENT OF AGREEMENT AND TERMINATION**

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

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

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

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

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

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

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

## **8. MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

Consultant's Authorized Initials \_\_\_\_\_

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

[Signatures on the following page.]

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

**CITY:**

CITY OF IRWINDALE, a municipal corporation

\_\_\_\_\_  
Julian A. Miranda, City Manager

**ATTEST:**

\_\_\_\_\_  
Laura Nieto, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Adrian R. Guerra, City Attorney

**CONSULTANT:**

CHRIS NELSON & ASSOCIATES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 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

- ☐ 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 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

- ☐ 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 IS REPRESENTING:

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

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## EXHIBIT "A"

### SCOPE OF SERVICES

The scope of services include as-needed on-call Services to assist the City in performing private development review and plan check services, not limited to the following:

- Review for completeness of developer application and submittals for tract maps, tentative maps and parcel maps;
- Review of survey documentation, lot and boundary closure calculations, dedications and easements in compliance with Subdivision Map Act, the Land Surveyor's Act, the approved tentative map, and the City's conditions of approval;
- Review/prepare and/or process development related engineering reports and offsite improvements plans, lot line adjustment; and
- Review/prepare legal descriptions and plats associated with easements, right-of-way deeds, offers of dedications, etc.

The purpose of this Agreement is for Consultant to provide consultant services and review of pending and future project-based/project-specific applications and submittals. The consultant services work performed will be project-specific and fees for the consultant's work will be deducted from the deposits of the respective project applicant. Services will be provided only for projects being reimbursed by the applicant, or paid for by a deposit from the applicant and will not be used for any other purpose. Consultant is required to perform the work at a principal civil engineer or senior civil engineer proficiency level. **All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

N/A

## EXHIBIT "C"

### **SCHEDULE OF COMPENSATION**

Consultant will assist the City in performing on-call private development review and plan check services. Services will be provided only for projects being reimbursed by the applicant, or paid for by a deposit from the applicant and will not be used for any other purpose. Mr. Chris Nelson, PLS is hereby designated as being the principal and representative of Consultant authorized to act in his behalf with respect to the work and services specified herein and make all decisions in connection therewith.

For the services rendered pursuant to this Agreement, CHRIS NELSON & ASSOCIATES, INC. shall be compensated at a not-to-exceed total Contract Sum of Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) as provided in Section 2.1 of this Agreement. The fee schedule and Agreement will be reviewed as part of the City's annual budget review process as necessary.

The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing. Payments for services shall be made within forty-five (45) days of receipt of CHRIS NELSON & ASSOCIATES' invoice.

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

- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.



## SCHEDULE OF FEES AND BILLING PROCEDURE

### STANDARD HOURLY RATES - 2022

CIVIL ENGINEERING, LAND SURVEYING, MAPPING AND EXPERT WITNESS SERVICES

#### OFFICE SERVICES

|                                     |       |
|-------------------------------------|-------|
| Principal Land Surveyor.....        | \$255 |
| Principal Civil Engineer.....       | \$255 |
| Professional Land Surveyor II.....  | \$210 |
| Professional Civil Engineer II..... | \$210 |
| Professional Land Surveyor I.....   | \$190 |
| Professional Civil Engineer I.....  | \$190 |
| Senior Project Manager.....         | \$180 |
| Project Manager.....                | \$170 |
| Senior Survey Technician.....       | \$150 |
| Survey Technician.....              | \$140 |
| Senior Civil Engineer Tech.....     | \$150 |
| Assistant Civil Engineer Tech.....  | \$140 |
| Clerical.....                       | \$95  |
| Court Appearance/Deposition.....    | \$475 |

#### FIELD SERVICES

|                               |        |
|-------------------------------|--------|
| Field Calculations.....       | \$140  |
| Survey Field Manager.....     | \$165  |
| One-Person Survey Crew.....   | \$200* |
| Two-Person Survey Crew.....   | \$265* |
| Three-Person Survey Crew..... | \$315* |

\*Minimum billing rate for field survey crews for any time spent in the field on a given day is four (4) hours based on their hourly rate. For instance, the minimum charge for a Two-Person Survey Crew for any time less than four (4) hours spent in the field on any given day is \$1,060.00 (\$265.00 x 4 hrs.).

Chris Nelson & Associates, Inc. shall invoice the Client monthly for services performed with payment due upon receipt. All payments extending thirty (30) days from date of invoice or project completion shall accrue a finance charge at the rate of 1-1/2% per month, which is equivalent to 18% per annum. Unless mutually satisfactory arrangements are made for delay of payment more than thirty (30) days from the date of invoice, Chris Nelson & Associates, Inc. has the option of discontinuing all work until payment is made.

Expenses for other specialized technical services, printing, reproductions, and other like direct costs shall additionally be billed at standard commercial rates plus 20% for administration, coordination, and handling costs.

Chris Nelson & Associates, Inc. reserves the right to adjust these rates for any incomplete work, and in such cases, the Client will be provided with the new adjusted rates.

28118 Agoura Road, Suite 100, Agoura Hills, CA 91301 □ Tel : (818) 991-1040 □ Fax : (818) 991-0614 □ [www.chrisnelsonassociates.com](http://www.chrisnelsonassociates.com)

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- A. As needed on-call Services from November 9, 2022 to November 8, 2023.
- B. Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding one (1) year from the date hereof. The City, at its sole and absolute discretion, may extend the term for two (2) one-year periods.
- C. The Contract Officer may approve an extension 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 1E

---

Date: November 9, 2022  
To: Honorable Mayor and Members of the City Council  
From: Julian A. Miranda, City Manager  
Issue: Approve a Fee Waiver for the Tournament of Roses Waiving City Transportation/Oversized Vehicle Fees

---

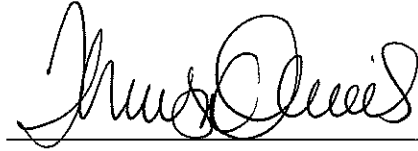
**City Manager's Recommendation:**

That the City Council of the City of Irwindale approve Resolution No. 2022-108-3358 entitled: **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES 501(c)(3) NONPROFIT ORGANIZATION, WAIVING CITY TRANSPORTATION/OVERSIZED VEHICLE FEES."**

**Administrative Action:**

**Submitted by:**

Theresa Olivares, Assistant City Manager



**Prepared by:**

Iris Espino, Assistant to the City Manager

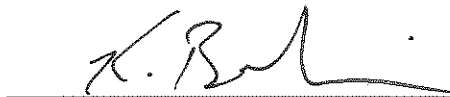


**Reviewed by:**

Adrian Guerra, City Attorney

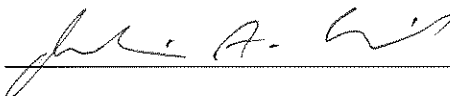
**Electronically approved**

Kambiz Borhani, Finance Director / City Treasurer



**Approved by:**

Julian A. Miranda, City Manager



## **Background and Analysis:**

The City of Irwindale is home to 75% of the Rose Parade float builders making Irwindale the Rose Float Building Capital. Each year the rose floats travel through Irwindale on route to the Pasadena Tournament of Roses Parade. The convoy event draws large crowds of spectators to Irwindale, which line the streets along the route to get a sneak peek at what the world will see on New Year's Day 2023.

The Pasadena Tournament of Roses is an established 501(c)(3) non-profit charitable organization and is requesting a fee waiver for the 2022 float convoy event that will require 64 transportation permits, which covers both travels to the Rose Parade and the return trip to Irwindale. Each transportation permit costs \$16 totaling \$1,024 in fees.

The City has waived these fees in the past due to the benefits to the community. The benefits include the outstanding partnerships the float builders supply to our residents and businesses. Some of the benefits include the pre-parade event where the City's community can get up close and personal with the rose floats. This includes the community engagement that is generated through the pre-parade events that the various float builders host for our community. Additionally, the surrounding businesses benefit from increased revenues due to the large crowds of spectators the event attracts, who visit these businesses the week leading up to and including New Year's Eve.

The applicant's request to waive transportation permit fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy.

The City's Fee Adjustment Policy provides cost reduction for those non-profit organization applicants, which are taking action to invest in community events. The Policy encourages investment in community events, and this procession creates civic and community enjoyment as well as benefits to the surrounding businesses from increased revenues due to the large crowds of spectators.

This event qualifies for, and Staff recommends that the City Council grant a transportation/oversized vehicle fee waiver in the amount of \$1,024.00 according to the approved "City of Irwindale Fee Adjustment Policy" section II(2)(a) insofar as it provides a benefit of investment in the community.

## **Fiscal Impact:**

The approval of this item will result in a fee waiver of \$1,024.00. This fee would have otherwise been collected as revenue to the General Fund.

**Attachment(s):** Resolution No. 2022-108-3358  
2022 Transportation Permit List  
Fee Waiver Form

**RESOLUTION NO. 2022-108-3358**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
APPROVING A FEE WAIVER FOR THE PASADENA TOURNAMENT OF ROSES  
501(c)(3) NONPROFIT ORGANIZATION, WAIVING CITY  
TRANSPORTATION/OVERSIZED VEHICLE FEES IN THE AMOUNT OF \$1,024.00**

**WHEREAS**, the City of Irwindale is home to 75% of the Rose Parade float builders making Irwindale the Rose Float Building Capital; and

**WHEREAS**, each year the rose floats travel through Irwindale on route to the Pasadena Tournament of Roses Parade; and

**WHEREAS**, this convoy event draws large crowds of spectators to Irwindale, which line the streets along the route to get a sneak peek at what the world will see on New Year's Day 2023; and

**WHEREAS**, the Pasadena Tournament of Roses is an established 501(c)(3) non-profit charitable organization and is requesting a fee waiver for the 2022 float convoy event that will require 64 transportation permits, which covers both travel to the Rose Parade and the return trip to Irwindale. Each transportation permit costs \$16 totaling \$1,024 in fees; and

**WHEREAS**, the City's Fee Adjustment Policy provides cost reduction for those non-profit organization applicants, which are taking action to invest in community events; and

**WHEREAS**, the City's Fee Adjustment Policy encourages investment in community events, and this procession creates civic and community enjoyment as well as benefits to the surrounding businesses from increased revenues due to the large crowds of spectators; and

**WHEREAS**, this event qualifies for, and the City Council desires to grant a transportation/oversized vehicle fee waiver according to the approved "City of Irwindale Fee Adjustment Policy" section II(2)(a) insofar as it provides a benefit of investment in the community.

**NOW, THEREFORE, AS FOLLOWS:**

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

**SECTION 2.** The City Council finds that waiving the fee of \$1,024.00 for 64 transportation permits, covering travel to the Rose Parade and return trip to Irwindale serves the valid public purposes described in the above recitals as incorporated herein.

**SECTION 3.** Based on the above finding, the City Council hereby approves the Pasadena Tournament of Roses' Application for Fee Adjustment by waiving the Transportation/Oversized vehicle fee for 64 transportation permits in a total amount of \$1,024.00; and

**SECTION 4.** That 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 9<sup>th</sup> day of November 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. 2022-108-3358 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9<sup>th</sup> day of November 2022, by the following vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSENT:     Councilmembers:

ABSTAIN:    Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

**City of Irwindale  
Application for Fee Adjustment**

**Property Owner** City of Irwindale

**Address** Irwindale City Streets

**Phone** \_\_\_\_\_

**Location of property to be improved/developed:** Irwindale Ave to Arrow Hwy to Live Oak Ave.

Request is to move floats to/from Pasadena for 2023 Rose Parade on streets of Irwindale

**Name and description of organization (if applicable):**

Pasadena Tournament of Roses (ToR) - A non-profit 501(c) organization with all proceeds supporting

higher education and other related charities. ToR maintains float building operations in Irwindale where  
over 75% of the floats are constructed.

**Improvement or development to the property:**

N/A

**Fee(s) requesting to be waived:**

\$1,024.00

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

This convoy event draws large crowds of spectators to Irwindale and increases business activity for the  
surrounding businesses.

### 2023 ROSE PARADE - Transportation Permits

| Float                               | Leaving<br>Irwindale | Returning to<br>Irwindale |
|-------------------------------------|----------------------|---------------------------|
| 1 Bazic Products                    | 11/10/2022           | 1/3/2023                  |
| 2 Big 10 (Rose Bowl University #1)  | 11/10/2022           | 1/3/2023                  |
| 3 Blue Diamond Almond Growers       | 11/10/2022           | 1/3/2023                  |
| 4 PAC-12 (Rose Bowl University #2)  | 11/10/2022           | 1/3/2023                  |
| 5 MEG (Mansion Entertainment Group) | 11/10/2022           | 1/3/2023                  |
| 6 AIDS Healthcare Foundation        | 1/1/2023             | 1/3/2023                  |
| 7 American Honda                    | 1/1/2023             | 1/3/2023                  |
| 8 BIASC                             | 1/1/2023             | 1/3/2023                  |
| 9 City of Alhambra                  | 1/1/2023             | 1/3/2023                  |
| 10 City of Hope                     | 1/1/2023             | 1/3/2023                  |
| 11 Claremont McKenna College        | 1/1/2023             | 1/3/2023                  |
| 12 Donate Life                      | 1/1/2023             | 1/3/2023                  |
| 13 Elks USA                         | 1/1/2023             | 1/3/2023                  |
| 14 Enjoy Illinois                   | 1/1/2023             | 1/3/2023                  |
| 15 Kaiser Permanente                | 1/1/2023             | 1/3/2023                  |
| 16 Kiwanis International            | 1/1/2023             | 1/3/2023                  |
| 17 Lions Club International         | 1/1/2023             | 1/3/2023                  |
| 18 Louisiana Travel                 | 1/1/2023             | 1/3/2023                  |
| 19 Lutheran Laymen's League         | 1/1/2023             | 1/3/2023                  |
| 20 NASCAR                           | 1/1/2023             | 1/3/2023                  |
| 21 Noun Dao (Stoopid Buddy Studios) | 1/1/2023             | 1/3/2023                  |
| 22 Odd Fellows & Rebekahs           | 1/1/2023             | 1/3/2023                  |
| 23 RFD TV/Mutual of Omaha           | 1/1/2023             | 1/3/2023                  |
| 24 Rose Bowl Legacy Foundation      | 1/1/2023             | 1/3/2023                  |
| 25 Rose Parade Opening Unit         | 1/1/2023             | 1/3/2023                  |
| 26 Rotary                           | 1/1/2023             | 1/3/2023                  |
| 27 San Diego Zoo Global             | 1/1/2023             | 1/3/2023                  |
| 28 Shriners Hospitals               | 1/1/2023             | 1/3/2023                  |
| 29 The Royal Court                  | 1/1/2023             | 1/3/2023                  |
| 30 Torrance Rose Float Association  | 1/1/2023             | 1/3/2023                  |
| 31 Trader Joe's                     | 1/1/2023             | 1/3/2023                  |
| 32 Western Asset                    | 1/1/2023             | 1/3/2023                  |

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

*City of*  
**IRWINDALE**  
**AGENDA REPORT**

---

Date: November 9, 2022

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Issues concerning Irwindale Technical Guidelines related to safe mining and reclamation of open-pit mines and CalCIMA's Letter Request Concerning City of Irwindale Mining Technical Guidelines

---

**City Manager's Recommendation:**

That the City Council (1) discuss the issues concerning Irwindale Mining Technical Guidelines and the CalCIMA letter pertaining to our technical mining guidelines relating to matters of operation and regulation; (2) adopt Resolution No. 2022-104-3354 authorizing a budget amendment to the fiscal year 2022/2023 adopted budget and appropriating \$90,000.00 from Special Mining Fund to the existing mining contract account for additional services provided by Geo-Logic & Associates; and (3) approve Amendment No. 1 to Geotechnical Consulting Agreement with Geo-Logic & Associates for additional technical services to address the seismically-induced settlement issue and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation.

**Administrative Action:**

**Submitted by:**

Arsanious Hanna  
Director of Engineer/ Building Official

Electronically Approved by  
Director of Engineering /  
Building Official

---

**Prepared by:**

Francisco Carrillo  
Construction Compliance Manager  
(626) 430-2251

Electronically Approved by  
Construction Compliance Mgr.

---

**Reviewed by:**

Adrian R. Guerra, City Attorney

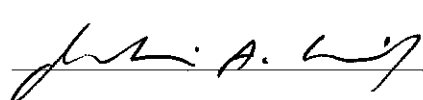
Electronically Approved by  
City Attorney

---

Kambiz Borhani, Finance Director / City Treasurer

**Approved by:**

Julian A. Miranda, City Manager

---

## **Background and Analysis:**

1. The City of Irwindale is lead agency for eight mine quarries and inert landfill operations within its jurisdiction pursuant to the provisions of the California Surface Mining and Reclamation Act of 1975 and implementing State Mining and Geology Board Reclamation Regulations (collectively "SMARA"), and City's Charter and Municipal Code.
2. The Irwindale Reclamation Authority ("Authority") is a joint powers authority created in 2004 to receive and reassign, for the purposes of complying with the California SMARA and the operating rights from each of the mining company participants to the Authority and to provide a financial assurances mechanism under SMARA for certain of the quarries located in the City of Irwindale
3. Since the mining settlements between the City and the major mining operators, the City's former Public Works Director/City Engineer, with approval from the City Council, formed the Irwindale Technical Advisory Committee ("ITAC") to assist the City's in the technical oversight and assessment of ongoing mine quarry and landfill operations, review and analysis of technical quality control and quality assurance procedures and documentation, assess compliance with regulations, guidelines, CUP's, development agreements and other agreements, and to review, analyze or proposes new methods of assuring the quarries are appropriately reclaimed and the landfill sites are developable without geotechnical restraints.
4. During the period of 2002 through late 2005 ITAC contributed significantly to the completion of all four of our Technical Guidelines related to the safe mining and reclamation of open-pit mines in Irwindale. The four Guidelines are: (1) Stability Analysis of Open-Pit Mines, (2) Drainage and Erosion Control for Open-Pit Mines, (3) Underwater Backfilling of Open-pit Mines, and (4) Above-Water Backfilling of Open-Pit Mines.
5. Since the completion and the City's adoption of the four technical Guidelines as a part of our 2008 Building Code, the City's mining and reclamation enforcement team was formed to fully enforce SMARA and the City's Technical Guidelines to ensure safe mining and reclamation of Open-pit Mines.
6. With the complexity of the technical issues associated with the backfilling of open-pit mines using inert debris fill, and the recent Building Code requirements concerning seismically induced settlement in deep inert landfills, Staff recently met with the County of Los Angeles Geotechnical Division to discuss the best approach to address the seismically induced settlement issue and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation.

7. Based on the City's prior years of involvement in the development of our four technical guidelines, Los Angeles County staff suggests the City to use our longtime geotechnical consulting team, Geo-Logic & Associates, and the former ITAC members to address these issues.
8. Staff concurs with the County's suggestion as the City of Irwindale has regulatory oversight responsibilities and is the SMARA lead agency for all mines quarries and inert landfill operations in its jurisdiction.
9. As such, it is recommended that the City Council discuss the subject issues and approve a Contract Amendment to Geotechnical Consulting Agreement with Geo-Logic & Associates for additional technical services to address the seismically induced settlement issue and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation.

**Fiscal Impact:**

Staff is requesting a budget amendment to the fiscal year 2022/2023 adopted budget and appropriation of \$90,000.00 from the Mining Impact Fund to cover additional service needs for the supplemental engineering services provided by GLA & Associates.

**Attachment(s):**

Resolution 2022-104-3354  
Amendment No. 1 to Geo-Logic Contract Service Agreement  
Geo-Logic Associates Proposal letter  
Geo-Logic Associates 2022 Fee Schedule  
CalCIMA letter

**RESOLUTION NO. 2022-104-3354**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE  
AUTHORIZING A BUDGET AMENDMENT TO THE FISCAL YEAR 2022/2023  
ADOPTED BUDGET AND APPROPRIATING \$90,000.00 FROM  
THE SPECIAL MINING FUND FOR SUPPLEMENTAL SCOPE OF SERVICES  
FOR CIVIL AND GEOTECHNICAL ENGINEERING SERVICES FOR THE  
OVERSIGHT OF THE CITY'S GRAVEL PITS**

**WHEREAS**, on January 27th, 2021, the City Council awarded a contract agreement to Geo-Logic Associates, Inc., to provide Civil/Geotechnical Engineering Services for 1) surface mining and reclamation act of 1975 (SMARA) compliance of mining pits, (2) review of grading permits for inert backfill operation of mine pits, (3) reclamation oversight of city-owned pits, and (4) geotechnical engineering support for city of Irwindale; and

**WHEREAS**, Since the mining settlements between the City and the major mining operators, the City's formed the Irwindale Technical Advisory Committee ("ITAC") to assist the City's in the technical oversight and assessment of ongoing mine quarry and landfill operations, review and analysis of technical quality control and quality assurance procedures and documentation, assess compliance with regulations, guidelines, CUP's, development agreements and other agreements and to review, analyze or proposes new methods of assuring the quarries are appropriately reclaimed and the landfill sites are developable without geotechnical restraints; and

**WHEREAS**, During the period of 2002 through late 2005, the Irwindale Technical Advisory Committee contributed significantly to the completion of all four of our Technical Guidelines related to the safe mining and reclamation of open-pit mines in Irwindale. The four Guidelines are as follows: (1) Guidelines for Stability Analysis of Open-Pit Mines, (2) Guidelines for Drainage and Erosion Control for Open-Pit Mines, (3) Guidelines for Underwater Backfilling of Open-pit Mines and (4) Guidelines for Above-Water Backfilling of Open-Pit Mines; and

**WHEREAS**, the City's adopted the four technical Guidelines as a part of our 2008 Building Code and formed the City's mining and reclamation enforcement team to fully enforce SMARA and the City's Technical Guidelines to ensure safe mining and reclamation of Open-pit Mines; and

**WHEREAS**, the complexity of the technical issues associated with the backfilling of open-pit mines using inert debris fill, and the recent Building Code requirements concerning seismically induced settlement in deep inert landfills were brought forward to City's attention by CalCIMA; and

**WHEREAS**, the County of Los Angeles staff met with City's staff to discuss the subject issues concerning seismically induced settlement in deep inert landfills and recommend the City to use our longtime geotechnical consulting team, Geo-Logic & Associates, and the former ITAC members to address these issues; and

**WHEREAS**, the County of Los Angeles recommend the City to use our longtime geotechnical consulting team, Geo-Logic & Associates, and the former ITAC members to address these issues as Irwindale has regulatory oversight responsibilities and is the SMARA lead agency for all mines quarries and inert landfill operations in its jurisdiction; and

**WHEREAS**, City concurs with the County of Los Angeles to amend the GLA & Associates Contract Agreement to provide supplemental engineering services to address the seismically induced settlement issue for inert backfill operation of mine pits and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation; and

**WHEREAS**, GLA & Associates agree to provide supplemental engineering services to address the seismically induced settlement issue for inert backfill operation of mine pits and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation; and

**WHEREAS**, a budget amendment and appropriation in the amount of \$90,000.00 will be needed to cover the full cost of the GLA & Associates Contract Amendment No. 1.

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

**SECTION 1.** The City Council hereby authorizes a budget amendment and appropriates \$90,000.00 from the Mining Impact Fund to cover the additional funding needs for the supplemental engineering services to be provided by GLA & Associates.

**SECTION 2.** This Resolution shall take effect immediately and the Chief Deputy City Clerk shall certify to the passage and adoption of this Resolution.

**PASSED, APPROVED and ADOPTED** this 9th day of November 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. 2022-104-3354 was duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 9th day of November 2022, by the following vote:

AYES:       Councilmembers:

NOES:       Councilmembers:

ABSENT:     Councilmembers:

ABSTAIN:    Councilmembers:

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation (“City”) and Geo-Logic Associates, Inc., a California corporation, located at 2777 East Guasti Road, Suite 1 Ontario, California 91761 (“Consultant”) is effective as of the 9th day of November, 2022.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 27<sup>th</sup>, 2021 (“Agreement”) whereby Consultant agreed to provide Civil/Geotechnical Engineering Services for 1) surface mining and reclamation act of 1975 (SMARA) compliance of mining pits, (2) review of grading permits for inert backfill operation of mine pits, (3) reclamation oversight of city-owned pits, and (4) geotechnical engineering support for city of Irwindale (“Services”).

B. City and Consultant now desire to amend the Agreement to provide supplemental engineering services to address the seismically induced settlement issue for inert backfill operation of mine pits and the CalCIMA concerns pertaining to our technical mining guidelines relating to matters of operation and regulation.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

Section 1.1 Scope of Services shall be amended to include Exhibit “F” – Supplemental services for Civil and Geotechnical engineering services for the oversight of the city’s gravel pits.

Section 2.1 Contract Sum shall be amended as follows:

The maximum annual contract amount for FY 2022-2023 and FY 2023-2024 shall increase from \$268,100.00 to \$358,100.00.

The 2017 fee schedule shall be replaced by the 2022 fee schedule effective after the execution of Amendment No. 1.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been

no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons 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 Amendment on the date and year first-above written.

**CITY:**

CITY OF IRWINDALE, a municipal corporation

\_\_\_\_\_  
Julian Miranda, City Manager

**ATTEST:**

\_\_\_\_\_  
Laura Nieto, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Adrian R. Guerra, City Attorney

**CONSULTANT:**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Address:

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 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.

| <b>CAPACITY CLAIMED BY SIGNER</b>                                                                                                                                                                                                                   | <b>DESCRIPTION OF ATTACHED DOCUMENT</b>   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> INDIVIDUAL                                                                                                                                                                                                                 |                                           |
| <input type="checkbox"/> CORPORATE OFFICER                                                                                                                                                                                                          |                                           |
| <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S)<br/>_____<br/><input type="checkbox"/> LIMITED<br/><input type="checkbox"/> GENERAL</div></div> | _____<br>TITLE OR TYPE OF DOCUMENT        |
| <input type="checkbox"/> ATTORNEY-IN-FACT                                                                                                                                                                                                           |                                           |
| <input type="checkbox"/> TRUSTEE(S)                                                                                                                                                                                                                 |                                           |
| <input type="checkbox"/> GUARDIAN/CONSERVATOR                                                                                                                                                                                                       | _____<br>NUMBER OF PAGES                  |
| <input type="checkbox"/> OTHER _____                                                                                                                                                                                                                |                                           |
| <b>SIGNER IS REPRESENTING:</b><br>(NAME OF PERSON(S) OR ENTITY(IES))<br>_____<br>_____                                                                                                                                                              | _____<br>DATE OF DOCUMENT                 |
|                                                                                                                                                                                                                                                     | _____<br>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          |
|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/>                                                        | INDIVIDUAL                                                                      | _____                                     |
| <input type="checkbox"/>                                                        | CORPORATE OFFICER                                                               | _____                                     |
| <input type="checkbox"/>                                                        | PARTNER(S) <input type="checkbox"/> LIMITED<br><input type="checkbox"/> GENERAL | TITLE OR TYPE OF DOCUMENT<br>_____        |
| <input type="checkbox"/>                                                        | ATTORNEY-IN-FACT                                                                | _____                                     |
| <input type="checkbox"/>                                                        | TRUSTEE(S)                                                                      | NUMBER OF PAGES<br>_____                  |
| <input type="checkbox"/>                                                        | GUARDIAN/CONSERVATOR                                                            | _____                                     |
| <input type="checkbox"/>                                                        | OTHER _____                                                                     | DATE OF DOCUMENT<br>_____                 |
| SIGNER IS REPRESENTING:<br>(NAME OF PERSON(S) OR ENTITY(IES))<br>_____<br>_____ |                                                                                 | SIGNER(S) OTHER THAN NAMED ABOVE<br>_____ |



October 19, 2022

GLA Project: SO22.1182.PR

Arsanious Hanna, City Engineer / Building Official  
City of Irwindale, Public Works Engineering Department  
16102 Arrow Highway  
Irwindale, California 91706

**PROPOSAL FOR CIVIL /GEOTECHNICAL ENGINEERING SERVICES  
SUPPLEMENTAL ENGINEERING, PLAN CHECK, AND ON-CALL GEOTECHNICAL REVIEW SERVICES  
CITY OF IRWINDALE, CALIFORNIA**

---

Geo-Logic Associates, Inc. (GLA) is pleased to present this proposal for a supplemental scope of work to the City of Irwindale (City) for civil and geotechnical engineering services for the oversight of the City's gravel pits. GLA has a reputation for excellence in providing geological and geotechnical services for mining inspection projects. Our reputation is based on our ability to consistently meet reporting deadlines; provide complete, technically credible, and defensible reports; and complete our work within the contracted budget. Our core team has worked on similar projects for the City for nearly 20 years.

We will draw upon our extensive mining, geotechnical, and construction experience within California to allow the City to increase its tax base through prudent reclamation and development.

As a result of our familiarity with the geological conditions of quarries within the City's jurisdiction and the Surface Mining and Reclamation Act of 1975 (SMARA) regulations, our team is able to provide the City with a wide range of civil and geotechnical engineering services. GLA has been providing similar services to the City for almost 20 years, including geotechnical investigations to evaluate the stability of several pits, the development of the City's guidance documents for above and below-water backfilling, slope stability analyses, erosion control, oversight of ongoing backfill operations, and conducting SMARA inspections.

GLA currently provides services to the City for engineering and geotechnical engineering review, mine inspections, and grading permit review under the contract signed on January 27, 2021. The services currently provided by GLA to the City consist of:

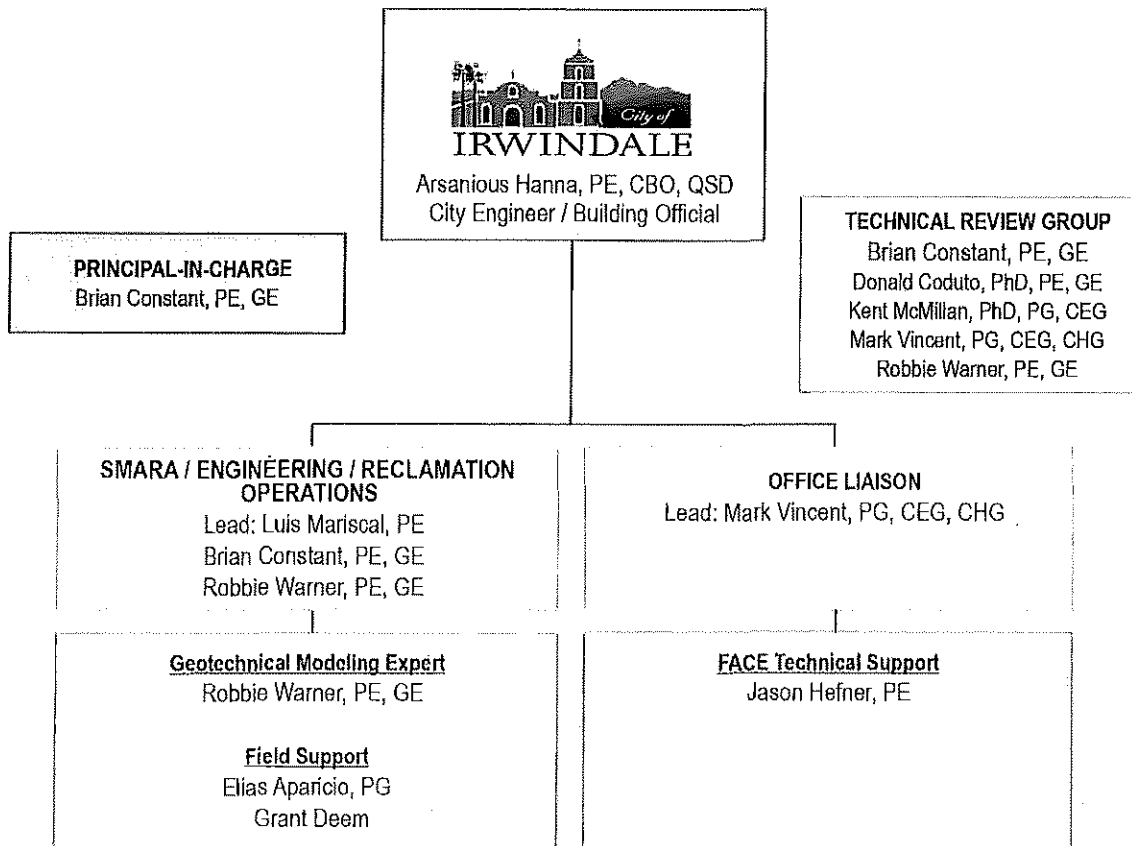
- Surface Mining and Reclamation Act of 1975 (SMARA) compliance of mining pits,
- Review of grading permits for inert backfill operations at mining pits,
- Reclamation oversight of city-owned pits, and
- Geotechnical engineering support.

The City has requested that GLA perform services that are beyond our current scope. These additional services will include:

- Review of reports submitted in support of applications for building and grading as required, and

- Assisting the City with reviewing mine operators' implementation of drainage and erosion control plans.

The GLA Team has extensive, proven effective experience providing planning, site assistance, geotechnical investigations, permitting support, detailed design, construction support, hydrology, and ongoing consulting services to the mining industry for 30 years. That fact is emphasized in the project experience we provide within our proposal.



As shown in the preceding team organization chart, GLA will provide the same core group of professionals who have provided these same types of services to the City for more than 20 years. Our proposed Project Engineer/Field Operations Lead is Luis Mariscal, PE. He will be the point-of-contact between the City and GLA, and will coordinate staffing, scheduling, and invoicing for our project team. Additionally, Mr. Mariscal will prepare and certify the annual SMARA inspection reports. Based on his many years of engineering work at the City's mine sites, he provides consistency and a complete understanding of the City's goals for this project, including optimizing the creation of unencumbered building sites at backfilled pits and securing the potential for a tax base to replace revenues as the mines cease production.

Luis Mariscal will be supported by Mark Vincent, PG, CEG our Geologist / Office Operations lead. He currently provides technical, managerial, advisory, and liaison services to the City and their mine-site operators. For the duration of this contract, Mr. Vincent or his designated staff, will be available to provide assistance to the City Engineer at the City offices. Our staff will

provide oversight during the review process, assist with meetings and correspondence, as well as other tasks as needed.

Robbie Warner, PE, GE our Supervising Geotechnical Engineer will assist with City of Irwindale Technical document review and will assist with geotechnical project reviews related to reclamation, settlement related issues, numerical modeling review, and will be included, as necessary, with mine site related current document submittal reviews. Mr. Warner will be incorporated into the team to better assist with review and project continuity for all geotechnical and engineering related services.

Project work will be reviewed by Brian Constant, who will serve as Principal-in-Charge and lead Technical Reviewer. He brings nearly two decades of experience managing this project for the City. Assisting with the technical review of reports submitted by mine operators and land owners for permit approval are Dr. Donald Coduto and Dr. Kent McMillan. Brian Constant, Donald Coduto, and Kent McMillan were integral members of committee responsible for developing the City's guidance documents and bulletins for mine reclamation and land development in the City of Irwindale.

GLA will be cognizant of your budget limit. We recognize that the ongoing pandemic has increased financial constraints for the City. Over our nearly 20-year history of supporting the City's mining pits programs, GLA has consistently completed our projects under budget while maintaining all program requirements. We bring this philosophy of careful budget management into all aspects of work, and GLA agrees to hold our current rates, set in January of 2017, for the duration of this contract. Our 2017 fee schedule is attached to this letter proposal for your reference. The billing rate for our team technical advisors, Dr. Donald Coduto and Dr. Kent McMillan, are not covered under the 2017 fee schedule, and will be billed at a rate of \$317 per hour. The similar billing rate will be applied for related City support additional obligation special consultant services.

GLA believes that our proposed team provides the City with uniquely qualified professionals who will continue to provide the City with cost-effect and technically sound as-needed civil and geotechnical consulting services to support the continued reclamation of City-owned quarries and ensure the transition of these properties into future assets for the City. GLA appreciates the opportunity to continue to provide our services to the City. Please feel free to Luis Mariscal at 909.626.2282 or [lmарiscal@geo-logic.com](mailto:lmарiscal@geo-logic.com) or Mark Vincent at [mwvincent@geo-logic.com](mailto:mwvincent@geo-logic.com) if you have any questions. We look forward to ongoing work with you on this interesting project.

**GeoLogic Associates, Inc.**



Gary L. Lass, PG, CEG, CHG  
Chief Executive Officer

Attachments: 2017 Fee Schedule

## EXHIBIT "C"

### SCHEDULE OF COMPENSATION (cont'd)

For Agreement Period January 25, 2017 to January 2023 the following fees shall apply.



#### 2016-2017 FEE SCHEDULE

| <u>PROFESSIONAL STAFF</u>                                                    | <u>UNIT RATE</u> |
|------------------------------------------------------------------------------|------------------|
| Staff Professional .....                                                     | \$110.00/Hour    |
| Project Professional .....                                                   | 135.00/Hour      |
| Senior Professional .....                                                    | 160.00/Hour      |
| Senior Professional .....                                                    | 175.00/Hour      |
| Supervising Professional .....                                               | 199.00/Hour      |
| Principal Professional .....                                                 | 220.00/Hour      |
| Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) ..... | 2 x HourlyRate   |

| <u>FIELD/LABORATORY STAFF</u> |             |
|-------------------------------|-------------|
| Technician I .....            | 78.00/Hour  |
| Technician II .....           | 85.00/Hour  |
| Technician III .....          | 95.00/Hour  |
| Technician IV .....           | 110.00/Hour |
| Managing Technician .....     | 125.00/Hour |

| <u>SUPPORT STAFF</u>                          |             |
|-----------------------------------------------|-------------|
| CADD/Designer .....                           | 110.00/Hour |
| CADD Operator/Geotechnical Draftsperson ..... | 90.00/Hour  |
| Geotechnical Clerk/Typist .....               | 58.00/Hour  |
| Clerical II .....                             | 75.00/Hour  |

\*Overtime Premium is 35% of PERSONNEL CHARGE

\*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

| <u>EQUIPMENT CHARGES</u>                                    |                            |
|-------------------------------------------------------------|----------------------------|
| BAT Permeameter .....                                       | 200.00/Day                 |
| Compaction Testing Equipment & Supplies .....               | 50.00/Day                  |
| Peel & Shear Strength Apparatus (FML Seams) .....           | 900.00/Month               |
| Portable Laboratory (8' x 32' trailer) with equipment ..... | 1,200/Month                |
| Portable Laboratory (mobilization / demobilization) .....   | 1,500.00                   |
| ReMI/Refraction Seismograph .....                           | 600.00/Day                 |
| Sealed Single Ring Infiltrometer (SSRI) .....               | 200.00/Day or 750.00/Month |
| Sealed Double Ring Infiltrometer (SDRI) .....               | Call for Quote             |
| Slope Inclinator .....                                      | 250.00/Day                 |

| <u>EXPENSES</u>                                                          |                                                  |
|--------------------------------------------------------------------------|--------------------------------------------------|
| Vehicle Use for Field Services .....                                     | 14.00/Hour or 320.00/week                        |
| Soil Sampling Equipment & Drilling Supplies .....                        | 5.00/Hour                                        |
| Groundwater Sampling Equipment and Supplies .....                        | 15.00/Hour                                       |
| Per Diem .....                                                           | Lesser of (Cost +15%) or (Local Government Rate) |
| Outside Services (Consultants, Surveys, Chemical lab Tests, etc.) .....  | Cost + 15%                                       |
| Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.) .....   | Cost + 15%                                       |
| Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.) ..... | Cost + 15%                                       |

<continued on next page>

## EXHIBIT "C"

### SCHEDULE OF COMPENSATION (cont'd)

For Agreement Period January 25, 2017 to January 2023 the following fees shall apply.



#### PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

#### INSURANCE

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

#### TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

#### PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.



## 2022 FEE SCHEDULE

### PROFESSIONAL STAFF

|                                                                              |                |
|------------------------------------------------------------------------------|----------------|
| Staff Professional I .....                                                   | \$135.00/Hour  |
| Staff Professional II .....                                                  | 150.00/Hour    |
| Staff Professional III .....                                                 | 160.00/Hour    |
| Project Professional I .....                                                 | 177.00/Hour    |
| Project Professional II .....                                                | 192.00/Hour    |
| Project Professional III .....                                               | 206.00/Hour    |
| Senior Professional I .....                                                  | 227.00/Hour    |
| Supervising Professional/Senior Professional II .....                        | 254.00/Hour    |
| Principal Professional I .....                                               | 276.00/Hour    |
| Principal Professional II .....                                              | 317.00/Hour    |
| Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) ..... | 2 x HourlyRate |

### FIELD/LABORATORY STAFF

|                                                   |             |
|---------------------------------------------------|-------------|
| Technician I .....                                | 104.00/Hour |
| Technician II .....                               | 112.00/Hour |
| Technician III (or Minimum Prevailing Wage) ..... | 124.00/Hour |
| Technician IV .....                               | 150.00/Hour |
| Laboratory Manager .....                          | 165.00/Hour |
| Principal Technician .....                        | 190.00/Hour |

### CADD/GIS

|                                    |             |
|------------------------------------|-------------|
| CADD/GIS/Database Manager I .....  | 108.00/Hour |
| CADD/GIS/Database Manager II ..... | 130.00/Hour |
| CADD Designer .....                | 143.00/Hour |
| GIS Specialist .....               | 175.00/Hour |

### SUPPORT STAFF

|                                   |             |
|-----------------------------------|-------------|
| Administrative Assistant I .....  | 95.00/Hour  |
| Administrative Assistant II ..... | 120.00/Hour |
| Technical Editor .....            | 120.00/Hour |
| Senior Technical Editor .....     | 150.00/Hour |

\*Overtime Premium is 35% of PERSONNEL CHARGE

### EQUIPMENT CHARGES

|                                                             |                            |
|-------------------------------------------------------------|----------------------------|
| BAT Permeameter .....                                       | 200.00/Day                 |
| Compaction Testing Equipment & Supplies .....               | 50.00/Day                  |
| Peel & Shear Strength Apparatus (FML Seams) .....           | 900.00/Month               |
| Portable Laboratory (8' x 32' trailer) with equipment ..... | 1,200/Month                |
| Portable Laboratory (mobilization / demobilization) .....   | 1,500.00                   |
| ReMi/Refraction Seismograph .....                           | 600.00/Day                 |
| Sealed Single Ring Infiltrometer (SSRI) .....               | 200.00/Day or 750.00/Month |
| Sealed Double Ring Infiltrometer (SDRI) .....               | Call for Quote             |
| Slope Inclinator .....                                      | 250.00/Day                 |
| Unmanned Aerial Vehicle (Drone) Reconnaissance .....        | 130.00/Day                 |

### EXPENSES

|                                                                          |                                                  |
|--------------------------------------------------------------------------|--------------------------------------------------|
| Vehicle Use for Field Services .....                                     | 15.00/Hour or 350.00/week                        |
| Soil Sampling Equipment & Drilling Supplies .....                        | 5.00/Hour                                        |
| Groundwater Sampling Equipment and Supplies .....                        | 15.00/Hour                                       |
| Per Diem .....                                                           | Lesser of (Cost +15%) or (Local Government Rate) |
| Outside Services (Consultants, Surveys, Chemical lab Tests, etc.) .....  | Cost + 15%                                       |
| Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.) .....   | Cost + 15%                                       |
| Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.) ..... | Cost + 15%                                       |

<continued on next page>

**PERMITS, FEES AND BONDS**

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

**INSURANCE**

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

**TERMS**

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

**PROPOSAL PERIOD**

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

## 2022 FEE SCHEDULE

| TEST NAME                                                               | TEST METHOD           | UNIT RATE      |
|-------------------------------------------------------------------------|-----------------------|----------------|
| <b><u>Geotechnical / Physical Properties</u></b>                        |                       |                |
| Moisture Content, gravimetric .....                                     | D2216/D4643 .....     | \$22/Test      |
| Moisture Content (volumetric and gravimetric) and Bulk Density .....    | D7263 .....           | \$30/Test      |
| Porosity .....                                                          |                       | \$225/Test     |
| <b>Particle Size Analyses</b>                                           |                       |                |
| Standard Sieves and Hydrometer .....                                    | D422 .....            | \$220/Test     |
| Standard Sieves, no Hydrometer .....                                    | D422 .....            | \$170/Test     |
| Particle Size Analysis – Fine Grading .....                             | D422 .....            | \$138/Test     |
| Particle Size Analysis – Dry Sieve .....                                | D421 .....            | \$100/Test     |
| Particle Size Analysis – Aggregate, no hydrometer .....                 | D422/C136/CT202 ..... | \$200/Test     |
| Particle Size Analysis with Gravel with hydrometer .....                | D422 .....            | \$250/Test     |
| Percent Passing #200 Sieve .....                                        | D1140/C117 .....      | \$85/Test      |
| <b>Atterberg Limits</b>                                                 |                       |                |
| Liquid Limit, Plastic Limit, Plasticity Index (LL, PL, and PI) .....    | D4318 .....           | \$180/Test     |
| Liquid Limit .....                                                      | D4318 .....           | \$100/Test     |
| Plastic Limit .....                                                     | D4318/CTM 204 .....   | \$100/Test     |
| Specific Gravity, Fine (<4.75mm diameter materials) .....               | D854 .....            | \$100/Test     |
| Specific Gravity, Coarse (>4.75mm diameter materials) .....             | C127 .....            | \$127/Test     |
| <b>Proctor Compaction Test</b>                                          |                       |                |
| Method A or B (<25% retained on a 3/8" sieve) .....                     | D698/D1557 .....      | \$195/Test     |
| Method C (>25% retained on a 3/8" sieve) .....                          | D698/D1557 .....      | \$250/Test     |
| Moisture Density Single Point, std/mod (Proctor check point) .....      | D698/D1557 .....      | \$88/Point     |
| Moisture Density Curve .....                                            | CTM 216 .....         | \$204/Test     |
| Percent Organic Matter by Muffle Furnace .....                          | D2974 .....           | \$100/Test     |
| <b><u>Permeability / Conductivity Testing</u></b>                       |                       |                |
| Hydraulic Conductivity, Fixed Wall, up to 6" Diameter Cell .....        | Modified .....        | \$300/Test     |
| Constant Head Permeability .....                                        | D2434 .....           | \$280/Test     |
| Flexible Wall Method, 1" to 4" Diameter Sample .....                    | D5084 .....           | \$352/Test     |
| <b><u>Strength and Consolidation Testing</u></b>                        |                       |                |
| <b>Consolidation Testing</b>                                            |                       |                |
| Consolidation Test (single point) .....                                 | D2435 .....           | \$110/Test     |
| Consolidation Test (without rate data) .....                            | D2435 .....           | \$180/Test     |
| Test rate data per load increment .....                                 | D2435 .....           | \$72/Test-Load |
| <b>Expansion/Collapse Testing</b>                                       |                       |                |
| Expansion Index of Soils .....                                          | D4829 .....           | \$170/Test     |
| Expansion Index Test w/Cement or Lime treated soils .....               | D4829 .....           | \$200/Test     |
| <b>Strength Testing</b>                                                 |                       |                |
| Unconfined Compressive Strength (UC), 2-3" .....                        | D2166 .....           | \$105/Test     |
| <b>Triaxial Shear</b>                                                   |                       |                |
| Unconsol.-Undrained Triax. Compression (UU), 2-3", 1-pt test .....      | D2850 .....           | \$204/Test     |
| Consolidated Undrained Triax. Compression (CU), 2-3" (per point) .....  | D4767 .....           | \$478/Point    |
| Consolidated Drained Triax. Compressions (CD), 2-3" (per point) .....   | D7181 .....           | \$710/Point    |
| <b>Direct Shear</b>                                                     |                       |                |
| Direct Shear, 2.5" .....                                                | D3080 .....           | \$204/Point    |
| Direct Shear Test (saturated) .....                                     | D3080 .....           | \$88/Point     |
| Direct Shear Test (saturated, recycled – strain rate 0.0042"/min) ..... | D3080 .....           | \$148/Point    |
| Direct Shear Test (consolidated drained, residual) .....                | D3080 .....           | \$300/Point    |
| Direct Shear Test (at natural moisture) .....                           | D3080 .....           | \$77/Point     |
| R-Value .....                                                           | D2844/CTM301 .....    | \$250/Test     |



## 2022 FEE SCHEDULE

| <u>TEST NAME</u>                                                                   | <u>TEST METHOD</u>  | <u>UNIT RATE</u> |
|------------------------------------------------------------------------------------|---------------------|------------------|
| <u>Aggregate Testing</u>                                                           |                     |                  |
| Sand Content .....                                                                 | D2419/CMT 217 ..... | \$100/Test       |
| Durability Index (coarse) .....                                                    | D3744/CMT 229 ..... | \$200/Test       |
| Durability Index (fine) .....                                                      | D3744/CMT 229 ..... | \$150/Test       |
| <u>Soil with Amendments and Slurry Testing</u>                                     |                     |                  |
| R-Value (treated soils) .....                                                      | D2844/CTM301 .....  | \$300/Test       |
| Compressive Strength, Soil-Cement .....                                            | D1633/D1632 .....   | \$198/Point      |
| Pocket Penetrometer .....                                                          |                     | \$11/Test        |
| <u>Soil Chemistry</u>                                                              |                     |                  |
| pH of Soil .....                                                                   |                     | \$24/Test        |
| Chloride Content (subcontracted) .....                                             | CTM 422 .....       | \$60/Test        |
| Sulfate Content (subcontracted) .....                                              | CTM 417 .....       | \$60/Test        |
| Soil Resistivity (subcontracted) .....                                             | G57/CTM 643 .....   | \$100/Test       |
| Corrosion Series (Min. resistivity, pH, SO <sub>4</sub> , Cl; subcontracted) ..... |                     | \$195/Test       |

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



## 2022 FEE SCHEDULE

### PROFESSIONAL STAFF

|                                                                              |                |
|------------------------------------------------------------------------------|----------------|
| Staff Professional I .....                                                   | \$135.00/Hour  |
| Staff Professional II .....                                                  | 150.00/Hour    |
| Staff Professional III .....                                                 | 160.00/Hour    |
| Project Professional I .....                                                 | 177.00/Hour    |
| Project Professional II .....                                                | 192.00/Hour    |
| Project Professional III .....                                               | 206.00/Hour    |
| Senior Professional I .....                                                  | 227.00/Hour    |
| Supervising Professional/Senior Professional II .....                        | 254.00/Hour    |
| Principal Professional I .....                                               | 276.00/Hour    |
| Principal Professional II .....                                              | 317.00/Hour    |
| Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum) ..... | 2 x HourlyRate |

### FIELD/LABORATORY STAFF

|                                                   |             |
|---------------------------------------------------|-------------|
| Technician I .....                                | 104.00/Hour |
| Technician II .....                               | 112.00/Hour |
| Technician III (or Minimum Prevailing Wage) ..... | 124.00/Hour |
| Technician IV .....                               | 150.00/Hour |
| Laboratory Manager .....                          | 165.00/Hour |
| Principal Technician .....                        | 190.00/Hour |

### CADD/GIS

|                                    |             |
|------------------------------------|-------------|
| CADD/GIS/Database Manager I .....  | 108.00/Hour |
| CADD/GIS/Database Manager II ..... | 130.00/Hour |
| CADD Designer .....                | 143.00/Hour |
| GIS Specialist .....               | 175.00/Hour |

### SUPPORT STAFF

|                                   |             |
|-----------------------------------|-------------|
| Administrative Assistant I .....  | 95.00/Hour  |
| Administrative Assistant II ..... | 120.00/Hour |
| Technical Editor .....            | 120.00/Hour |
| Senior Technical Editor .....     | 150.00/Hour |

\*Overtime Premium is 35% of PERSONNEL CHARGE

### EQUIPMENT CHARGES

|                                                             |                            |
|-------------------------------------------------------------|----------------------------|
| BAT Permeameter .....                                       | 200.00/Day                 |
| Compaction Testing Equipment & Supplies .....               | 50.00/Day                  |
| Peel & Shear Strength Apparatus (FML Seams) .....           | 900.00/Month               |
| Portable Laboratory (8' x 32' trailer) with equipment ..... | 1,200/Month                |
| Portable Laboratory (mobilization / demobilization) .....   | 1,500.00                   |
| ReMi/Refraction Seismograph .....                           | 600.00/Day                 |
| Sealed Single Ring Infiltrometer (SSRI) .....               | 200.00/Day or 750.00/Month |
| Sealed Double Ring Infiltrometer (SDRI) .....               | Call for Quote             |
| Slope Inclinator .....                                      | 250.00/Day                 |
| Unmanned Aerial Vehicle (Drone) Reconnaissance .....        | 130.00/Day                 |

### EXPENSES

|                                                                          |                                                  |
|--------------------------------------------------------------------------|--------------------------------------------------|
| Vehicle Use for Field Services .....                                     | 15.00/Hour or 350.00/week                        |
| Soil Sampling Equipment & Drilling Supplies .....                        | 5.00/Hour                                        |
| Groundwater Sampling Equipment and Supplies .....                        | 15.00/Hour                                       |
| Per Diem .....                                                           | Lesser of (Cost +15%) or (Local Government Rate) |
| Outside Services (Consultants, Surveys, Chemical lab Tests, etc.) .....  | Cost + 15%                                       |
| Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.) .....   | Cost + 15%                                       |
| Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.) ..... | Cost + 15%                                       |

<continued on next page>



**PERMITS, FEES AND BONDS**

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

**INSURANCE**

Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.

**TERMS**

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

**PROPOSAL PERIOD**

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

# CALCIMA

California Construction and Industrial Materials Association

December 1, 2021

Mr. William Tam  
City Manager  
City of Irwindale  
5050 N Irwindale Avenue  
Irwindale, CA 91706

Re: Request for collaboration meeting to discuss City of Irwindale's technical guidelines related to mines

Dear Mr. Tam:

On behalf of California Construction and Industrial Materials Association (CalcIMA) members who operate within the City of Irwindale (City). The City's historically long effort to effectively collaborate and communicate on matters of operation and regulation has always been appreciated. It is in hopes of continuing those collaborative efforts that we are reaching out now. CalcIMA would like to work in coordination with the City to facilitate meeting(s) where a subject matter expert staff from producers and the City can again discuss and collaborate on a shared understanding of the City's technical guidelines related to mines. These discussions have not occurred since these technical guidelines were developed over 15 years ago.

As you are aware, the City and operators developed several technical guidelines to support of proper reclamation, operation, and backfilling of SMARA mines within the City. These technical guidelines and the technical collaboration that achieved their development is an important success we are committed to preserving. However, there is concern that as time has passed the shared understanding of how the guidelines were intended to be implemented may be changing. Accordingly, we are reaching out in response to producer concerns regarding how the documents are being implemented, and we believe the best resolution may come by refreshing communication between operators and the City's subject matter experts on our shared understanding of technical guidelines related to reclamation and mining.

We recognize the challenge of meeting in person as it relates to the pandemic, however this discussion is best suited for in-person communication. CalcIMA is willing to arrange a meeting with adequate space for us all to meet in person.

**WWW.CALCIMA.ORG**

455 Capitol Mall, Suite 210 | Sacramento, CA 95814 | (916) 554-1000  
3890 Orange Street, Suite 167 | Riverside, CA 92501 | (951) 941-7981

We look forward to continuing our collaborative relationship with the city. Please feel free to contact me at (916) 606-1668 regarding this matter, and thank you in advance for considering this request.

Respectfully,

A handwritten signature in black ink, appearing to read 'Adam Harper', with a long horizontal flourish extending to the right.

Adam Harper  
Director of Environmental and Land Use Policy

Cc:

Brandon Saeteurn, Martin Marietta  
Jeff Cameron, Sully-Miller Contracting  
Kevin Torell, Vulcan Materials Company

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

SA Item 1A1

**OCTOBER 12, 2022  
WEDNESDAY  
9:01 P.M.**

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

**ROLL CALL:**

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

Absent: Councilmember Mark A. Breceda

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS  
COMMUNICATIONS**

There were no speakers.

**CONSENT CALENDAR**

**MOTION**

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

**ITEM NO. 1A1  
MINUTES**

**MINUTES**

The following minutes were approved:

1) Regular meeting held September 28, 2022

**ITEM NO. 1B  
WARRANTS**

**WARRANTS**

The warrants were approved.

**END OF CONSENT CALENDAR**

**NEW BUSINESS**

None.

**PUBLIC HEARINGS**

None.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 9:02 p.m.

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

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

SA Item 1A2

**OCTOBER 26, 2022**  
**WEDNESDAY**  
**8:28 P.M.**

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

**ROLL CALL:**

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

Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Robert Castro, Interim Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Arsanious Hanna, Director of Engineering / Building Official; Marilyn Simpson, Community Development Director; Mary Hull, Human Resources Manager, Elizabeth Rodriguez, Public Services Director; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS COMMUNICATIONS**

There were no speakers.

**CONSENT CALENDAR**

**MOTION**

A motion was made by Councilmember Breceda, seconded by Councilmember Garcia, to approve the Consent Calendar. The motion was unanimously approved.

**ITEM NO. 1A1**  
**MINUTES**

**MINUTES**

None for approval

**ITEM NO. 1B**  
**WARRANTS**

**WARRANTS**

None for approval

**ITEM NO. 1C**  
**INVESTMENT**  
**QUARTERLY REPORT -**  
**SEPTEMBER 30, 2022**

**INVESTMENT QUARTERLY REPORT – SEPTEMBER 30, 2022**  
**(Joint Item for all agencies)**

The Investment Quarterly Report for September 30, 2022, was received and filed.

**END OF CONSENT CALENDAR**

**NEW BUSINESS**

None.

**PUBLIC HEARINGS**

None.

**ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 8:29 p.m.

---

Laura M. Nieto, MMC  
Chief Deputy City Clerk

# Electronic Payments

Successor Agency

October 2022

October 1 - 31, 2022



| Number        | Vendor Name            | Date       | Amount              |
|---------------|------------------------|------------|---------------------|
| 5070780       | 06 Sub Lien TA RefBond | 10/20/2022 | 1,331,550.74        |
| Report Total: |                        |            | <u>1,331,550.74</u> |