



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

JUNE 28, 2023

SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING - 6:30 P.M.

IRWINDALE CITY COUNCIL CHAMBER

H. MANUEL ORTIZ
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

MARK A. BRECEDA
COUNCILMEMBER

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

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 and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

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 – 5:00 P.M.**CALL TO ORDER**

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

AB 2449 DISCLOSURES

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

SPONTANEOUS COMMUNICATIONS

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

RECESS TO CLOSED SESSION**1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION****Significant exposure to Litigation**

[Pursuant to Government Code Sections 54956.9(c), (d)(2), e(5)]

A point has been reached where, in the opinion of the City Council, upon the advice of its legal counsel based on existing facts and circumstances, that there is significant exposure to litigation against the City. The existing facts and circumstances consist of a Second Tolling Agreement between the City of Irwindale and BKK Working Agreement effective September 25, 2020, for a term of three years whereby BKK Working Group has notified the City that it may allegedly have liability based upon, according to the BKK Working Group, alleged disposal of waste material in connection with the BKK Landfills in West Covina. The Second Tolling Agreement tolls any applicable statute of limitations governing claims that BKK Working Group could assert against the City that may result in litigation against the City. A copy of the Second Tolling Agreement is included in this agenda package for public review and available for review in the City Clerk's office upon request.

Number of Cases: One

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

[Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)]

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

B) Name of Case: City of Long Beach, et. al v. Monsanto Company, et al.
Case Number: 2:16-cv-03493-FMO-AS (United States District Court, Central District of California – Western Division)

Note: City is a Settlement Class Member in this Class Action Lawsuit

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

[Pursuant to California Government Code Section 54956.8]

- A) Property: 16154 Arrow Highway (APNS 8417-029-024 and 025)
Agency negotiator: Marilyn Simpson, Community Development Director
Negotiating parties: Rudolfo A. Dominguez Trustee
Under negotiation: Price and terms of payment
Note: This is a Housing Authority Item
- B) Property: 14905 Los Angeles Street, Irwindale CA
Agency negotiator: Julian Miranda, City Manager
Negotiating parties: Marianna Diaz
Under negotiation: Price and terms of payment
Note: This is a Housing Authority Item
- C) Property: Olive Pit (APN 8415-001-906, 908)
Agency negotiator: Julian A. Miranda, City Manager and Eddie Chan, Director of Engineering / Building Official
Negotiating Parties: United Rock Products Corp.
Under negotiation: Sublease Price and Terms

4. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation

[Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

5. CONFERENCE WITH LABOR NEGOTIATORS

[Pursuant to Government Code Section 54957.6]

Agency Designated Representative: Julian A. Miranda, City Manager

1. Unrepresented Employee: Adrian Guerra, City Attorney

RECONVENE IN OPEN SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

OPEN SESSION – 6:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Led by Ella Burrola

INVOCATION

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

CHANGES TO THE AGENDA

COUNCIL MEMBER TRAVEL REPORTS

COUNCILMEMBER COMMENTS

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Proclamation - Parks Make Life Better Month

Update from the San Gabriel Valley Water Quality Authority

PUBLIC HEARINGS

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

1. Adoption of the Fiscal Year 2023-24 Budget

Department: Finance

Recommendation: Conduct the duly noticed public hearing and **adopt Ordinance No. 770** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024", reading by title only and waiving further reading thereof.

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.

2. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special meeting held June 5, 2023

3. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

4. Irwindale Chamber of Commerce Services

Department: Administration

Recommendation: Approve and authorize the City Manager to execute the services agreement between the City of Irwindale and the Irwindale Chamber of Commerce beginning July 1, 2023, and expiring on June 30, 2024.

5. Accepting and Approving the Appropriation of Donated Funds from the Irwindale Community Foundation

Department: Finance

Recommendation: **Adopt Resolution No. 2023-37-3415** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION FOR FISCAL YEAR 2023-2024".

6. Award and Renew DebtBook Contract for access to Application, Implementation, and Support Services

Department: Finance

Recommendation: Waive formal bidding procedure pursuant to Irwindale Municipal Code section 3.44.080(C) and approve and authorize the City Manager to execute an agreement with Fifth Asset, Inc. d/b/a DebtBook for renewal access to the Application Services which includes debt and lease management software, onboarding process and services, implementation, and support services.

7. Proposed End-of-Year Closure of City Facilities for 2023

Department: Administration

Recommendation: Approve the closure of some City facilities during the period of Monday, December 25, 2023 through and including Sunday, January 7, 2024, and authorize the City Manager to implement said closure.

8. Cancellation of August 9, 2023, November 22, 2023, and December 27, 2023, City Council meetings

Department: Administration

Recommendation: **Adopt Resolution No. 2023-52-3430** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING REGULAR MEETINGS OF THE CITY COUNCIL SCHEDULED FOR AUGUST 9, 2023; NOVEMBER 22, 2023; AND DECEMBER 27, 2023".

9. Approval of Resolutions Relating to Compensation for City Employees and Approval of New Job Classification and Associated Job Specification

Department: Administration / Human Resources

Recommendation: (1) **Adopt Resolution No. 2023-44-3422** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION"; and (2) **Adopt Resolution No. 2023-45-3423** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-30-3408, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

10. Approve a Fee Waiver for Irwindale Sister City

Department: Administration

Recommendation: **Adopt Resolution No. 2023-53-3431** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE SISTER CITY, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES."

11. Retroactively Approve a Fee Waiver for Irwindale Lions Club

Department: Administration

Recommendation: **Adopt Resolution No. 2023-54-3432** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES FOR MONTHLY MEETINGS BEGINNING MAY 2023 THROUGH AND INCLUDING DECEMBER 2023."

12. Award of Contracts for Construction and Construction / Project Management, Inspection and Construction Surveying Services for the Irwindale Park Improvements Project Phase IV & V; P-1011

Department: Engineering

Recommendation: 1) Authorize the Assistant City Manager to enter into an agreement with Simgel Co., Inc. in the amount of \$4,720,000.00 for the Irwindale Park Improvements Project Phase IV & V; 2) approve a 20% project contingency in the amount of \$944,000.00 to cover any unforeseeable conditions that may arise during construction; 3) authorize the Assistant City

Manager to enter into an agreement with Z&K Consultants in the amount of \$242,405.00 for Construction / Project Management, Inspection, and Construction Surveying Services; 4) approve a 15% contingency for consultant services in the amount of \$36,361.00 to cover any unforeseeable conditions that may arise during construction, and 5) adopt **Resolution No. 2023-57-3435** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE TRANSFER OF CAPITAL IMPROVEMENT FUNDS, AND APPROPRIATING \$2,650,000.00 FROM THE GENERAL FUND RESERVES FOR THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011"

13. Adoption of Resolution Nos. 2023-55-3433 and 2023-56-3434 to File Applications for the Land and Water Conservation Fund Grant

Department: Public Services

Recommendation: **Adopt Resolution No. 2023-55-3433** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE JARDIN DE ROCA PARK IMPROVEMENT PROJECT."; and **adopt Resolution No. 2023-56-3434** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE SWIMMING POOL IMPROVEMENT PROJECT PHASE II."

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.

Any public member addressing the Board shall limit his or her address to three (3) minutes regarding the subject under discussion. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. In no event shall the total amount of speaking time exceed 6 minutes per person for the subject under discussion. Organized group of persons wishing to address the Board on the same subject matter, should select a spokesperson to represent the group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

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 and teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

NEW BUSINESS

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

14. Valley County Water District Update – Nora/Fraiyo (Verbal)

15. Linkage Fee/User Fee Update – Presentation by Willdan

16. MariachiFest Concert Series Day

Department: Public Services / Recreation

Recommendation: Accept and approve the recommendation from the Parks and Recreation Commission to change the day of MariachiFest Concert series from Fridays to Thursdays, during the month of September.

CITY MANAGER’S REPORT

REQUESTS BY COUNCILMEMBERS FOR FUTURE AGENDA ITEMS

Request by Mayor Ortiz regarding business operations at 15601 Cypress Street (Seaboard Envelope Company)

ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

AB 2449 DISCLOSURES

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

CONSENT CALENDAR

17. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special meeting held June 5, 2023

18. Warrants

Department: Finance

Recommendation: None for approval

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.

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

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

CONSENT CALENDAR

19. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Special meeting held June 5, 2023

SPONTANEOUS COMMUNICATIONS

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

NEW BUSINESS

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

PUBLIC HEARINGS

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

ADJOURNMENT

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 June 28, 2023, be posted at the City Hall, Library, and Post Office on June 23, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk



Memorandum

To: Honorable Mayor and Council Members
Julian Miranda, City Manager

CC: Laura Nieto, Chief Deputy City Clerk

From: Armando Hegdahl, Management Analyst

Date: June 22, 2023

Re: Materials for Closed Session Item No. 1 - June 28, 2023 City Council Meeting

The enclosed "Second Tolling Agreement" between the BKK Working Group and the City of Irwindale is being provided as part of Closed Session Item No. 1 for the June 28, 2023, City Council meeting.

Should you have any questions or require anything further, please call me at 626-430-2201.

Armando Hegdahl

SECOND TOLLING AGREEMENT

This Second Tolling Agreement ("Agreement") is made and entered into by and between the BKK Working Group and CITY OF IRWINDALE. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A. Hereinafter, the BKK Working Group and CITY OF IRWINDALE are singularly referred to as a "Party" and collectively referred to as the "Parties."

Recitals

A. The BKK Working Group has incurred environmental response costs in connection with the BKK Landfills in West Covina, California (the "Facility") pursuant to three judicially-approved Consent Decrees and six Interim Settlement Agreements between the BKK Working Group and the California Department of Toxic Substances Control ("DTSC").

B. The BKK Working Group has notified CITY OF IRWINDALE that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601, *et seq.*), the California Hazardous Substances Account Act (Cal. Health & Safety Code §§ 25300, *et seq.*), and/or common law. CITY OF IRWINDALE denies such liability for purposes of this Agreement.

C. The Parties entered into a Tolling Agreement ("2017 Tolling Agreement") effective in 2017 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the CITY OF IRWINDALE or vice versa relating to the Facility until 2020.

D. The Parties desire to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

E. This Second Agreement is a successor agreement to the 2017 Tolling Agreement.

Terms and Conditions

1. **Tolled Claims.** The Parties agree that all statutes of limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov't Code §§ 900-960.8 (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims defenses, and claims act presentation regarding, based upon, or arising out of the disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against CITY OF IRWINDALE, or which CITY OF IRWINDALE could assert against the BKK Working Group as of the Effective Date ("Claims"), shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. **Waiver of Time-Related Defense.** The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any Claim.

3. **Standstill.** The BKK Working Group and CITY OF IRWINDALE agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. **Authorization.** Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. **No Admission.** By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. **No Resurrection of Claims.** The Parties agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of actions, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon, any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. **Counterparts.** This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. **Termination.** The Termination Date of this Agreement shall be the earlier of: (a) three (3) years from the Effective Date or, (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. **Preservation of Records.** The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is

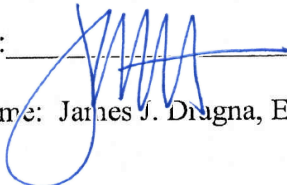
not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

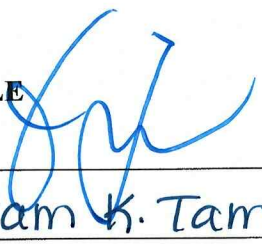
11. **Modifications.** Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. **Effective Date.** The Effective Date of this Agreement shall be September 25, 2020.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group and its individual members

By:  Date: November 4, 2020
Name: James J. Dragna, Esq. Title: Attorney for the BKK Working Group and its Members identified in Exhibit A

CITY OF IRWINDALE
By:  Date: 9/9/2020
Print Name: William K. Tam Title: City Manager

CONTACT INFORMATION FOR CITY OF IRWINDALE

Name: William K. Tam
Title: City Manager
Company: City of Irwindale
Address: 5050 N. Irwindale Ave.
Irwindale, CA 91706

Phone: 626-430-2200
Email: WTame@IrwindaleCA.gov

Exhibit A

- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland Chemical Company
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Rockwell Automation, Inc.
- Rohm & Hass Company
- Rohr, Inc.
- San Diego Gas & Electric Company
- Shell Oil Company
- Smith International, Inc.
- Southern California Edison Company
- Southern California Gas Company
- The Procter & Gamble Manufacturing Company

- THUMS Long Beach Company
- Todd Pacific Shipyards Corp.
- Union Carbide Corporation
- Union Pacific Railroad / Southern Pacific Transportation Company
- Unisys Corporation
- United States Steel Corporation
- United Technologies Corporation
- Univar USA, Inc.
- Van Waters & Rogers
- Vigor Shipyards, Inc.
- Xerox Corporation

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

City of
IRWINDALE
AGENDA REPORT

CC Item 1

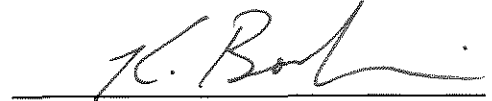
Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Adoption of the Fiscal Year 2023-24 Budget

City Manager's Recommendation:

It is recommended that the City Council conduct the duly noticed public hearing and adopt Ordinance No. 770 entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024," reading by title only and waiving further reading thereof.

Administrative Action:

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



Reviewed by:
Adrian R. Guerra, City Attorney

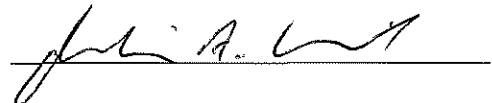
Electronically Approved

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis

On Monday, June 5, 2023, the City Council held a duly noticed Public Hearing to conduct the First Reading of Ordinance No. 770 for adoption of the FY 2023-2024 Budget.

The City Council was provided with a verbal report on the FY 2023-2024 Revenue and Expenditure Budgets proposed for adoption. This report included a summary of the Budget Workshop session held on May 8, 2023, during which the City Council reviewed and approved several new budget requests related to personnel, operating and capital project budgets.

Upon the conclusion of the verbal report, the City Council opened the Public Hearing to allow for comments regarding the FY 2023-2024 Budget from both the public and councilmembers.

FY 2023-2024 Budget Summaries

Ordinance No. 770 includes Exhibit A which lists the final revenue and expenditure budgets for all funds of the City and its agencies to be adopted for FY 2023-2024. These totals include all changes discussed and approved by the City Council during the Budget Workshop session.

The tables below list the final FY 2023-2024 Budget Summaries for the City's two primary funds, the General Fund and Mining Impact Fund:

General Fund	Revenues	Expenditures	Surplus / (Deficit)
Operating Budget	\$ 25,496,260	\$ (27,507,821)	\$ (2,011,561)
Capital/One-Time Items	4,044,200	-	4,044,200
Capital Projects Transfers	-	(1,869,039)	(1,869,039)
American Rescue Plan Act (ARPA)	-	(86,000)	(86,000)
TOTAL	\$ 29,540,460	\$ (29,462,860)	\$ 77,600

Mining Impact Fund	Revenues	Expenditures	Surplus / (Deficit)
Operating Budget	\$ 4,279,000	\$ (6,568,725)	\$ (2,289,725)
Capital/One-Time Items	-	(438,000)	(438,000)
Capital Projects Transfers	-	-	-
TOTAL	\$ 4,279,000	\$ (7,006,725)	\$ (2,727,725)

Irwindale Municipal Code (IMC) Section 901 requires the City Council to hold a public hearing on the adoption of the budget. Notice of this public hearing, which is set for June 28, 2023, at 6:30 pm, to conduct second reading and adopt FY 2023-2024 budget was published in the local newspaper as well as a copy being posted at Irwindale: City Hall, Library, Post Office, and Social Media platforms on June 14th, 2023; as appropriate to give complete and adequate notice thereof, to residents of the City.

Fiscal Impact:

Adoption of Ordinance No. 770 will approve the FY 2023-2024 Budgets listed in Exhibit A for all City funds, the Housing Authority and Reclamation Authority. Note, the Boards of the Housing Authority and Reclamation Authority have separately adopted the FY 2023-2024 budgets by resolutions at their respective meetings on June 5, 2023.

The Budget Summary for the General Fund shows a surplus projected of \$1,946,639 for its Operating Budget and One-Time Items. However, the Capital Projects Transfers of \$1,869,039 will reduce the overall surplus to \$77,600.

The General Fund Reserve balance is currently projected to be \$40.4 million at the end of FY 2022-2023. Adoption of the proposed FY 2023-2024 Budget will increase the fund balance by the \$77,600 surplus, resulting in a projected General Fund Reserve balance of \$40.5 million as of June 30, 2024.

Attachment:

Ordinance No. 770

ORDINANCE NO. 770

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024**

WHEREAS, a copy of the Proposed Budget for FY 2023-24 has been posted electronically with the City Council Agenda for public review and in the Office of the Deputy City Clerk; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider the proposed budget on June 5, 2023.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The budget for the City of Irwindale for Fiscal Year 2023-24, was prepared and submitted by the City Manager, and as modified by the City Council, is hereby approved and adopted. The operating and capital budget amounts are hereby authorized for the fiscal year within departments by fund, as listed on Exhibit A.

SECTION 3. From the effective date of said budget, the total amount as stated therein for each departmental activity account shall be appropriated subject to expenditure pursuant to all applicable ordinances of the City and statutes of the State. The operating budget may be reallocated by the City Manager or Director of Finance providing there is no change in the total appropriations within any funds as authorized by the City Council.

SECTION 4. At the close of the fiscal year, unexpended appropriations in the operating budget will be unencumbered as necessary to underwrite the expense of outstanding purchase commitments. Unexpended appropriations for any authorized, but uncompleted expenditures and/or projects may be carried forward to the next succeeding budget upon approval by the City Manager or Director of Finance.

SECTION 5. Total appropriations within the funds will be increased only by amendment of the budget by resolution approved by the City Council.

SECTION 6. The City Manager may reduce expenditure appropriations within funds as a method of fiscal control, and the Director of Finance may adjust revenue estimates to reflect economic change during the fiscal period.

SECTION 7. The Director of Finance is hereby authorized to transfer monies in accordance with the interfund transfers listed in said budget, and to transfer monies to cover operational expenditures of the City through transfers of funds in such amounts, and at such times during the fiscal year as may be determined necessary to the competent

operation and control of City business, or to provide adequate cash flow, except that no such transfer shall be made in contravention of State law or City ordinances.

SECTION 8. Adjustments made by the City Council during the budget hearing and documented in the minutes for this action will be incorporated with the final printed budget document. The City Manager or Director of Finance is hereby authorized to approve any corrections in the budget document that are clerical in nature. Additionally, the City Council may amend the budget at any time by adoption of appropriate budget resolutions.

SECTION 9. The Chief Deputy City Clerk shall certify the passage of this Ordinance and shall cause the same to be posted in accordance with law.

PASSED, APPROVED, AND ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, CMC
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, California, do hereby certify that the foregoing Ordinance No. 770 was duly introduced at a regular City Council meeting held on the 5th day of June 2023, and adopted at a regular meeting of the City Council held on the 28th day of June 2023, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 770, adopted by the City Council of the City of Irwindale at its regular meeting held June 28, 2023, to be posted at the City Hall, Library, and Post Office in June 28, 2023.

Laura M. Nieto, CMC
Deputy City Clerk

Dated: June 28, 2023

Exhibit A
City of Irwindale
FY 2023-2024
Budget Summary

Fund No	Fund	FY 2023-24 Revenues	FY 2023-24 Expenditures	Surplus (Deficit) FY 2023-24
<u>General Fund</u>				
01	General Fund On-Going Budget	\$ 25,496,260	\$ (27,507,821)	\$ (2,011,561)
	Capital/One-Time Items	\$ 4,044,200	\$ -	\$ 4,044,200
	Capital Projects Transfers	\$ -	\$ (1,869,039)	\$ (1,869,039)
	American Rescue Plan Act (ARPA)	\$ -	\$ (86,000)	\$ (86,000)
	TOTAL GENERAL FUND	\$ 29,540,460	\$ (29,462,860)	\$ 77,600
<u>Irwindale Housing Authority Fund</u>				
11	Irwindale Housing Authority	\$ 400	\$ (7,330)	\$ (6,930)
12	IHA-Low/Mod Housing Asset Fund	\$ 25,000	\$ (535,530)	\$ (510,530)
	TOTAL HOUSING AUTHORITY FUNDS	\$ 25,400	\$ (542,860)	\$ (517,460)
<u>Mining Impact Fund</u>				
13	Mining Impact On-Going Budget	\$ 4,279,000	\$ (6,568,725)	\$ (2,289,725)
	Capital/One-Time Items	\$ -	\$ (438,000)	\$ (438,000)
	Capital Project Transfers	\$ -	\$ -	\$ -
	TOTAL MINING IMPACT FUND	\$ 4,279,000	\$ (7,006,725)	\$ (2,727,725)
<u>Reclamation Authority</u>				
14	Reclamation Fund	\$ 68,970	\$ (48,970)	\$ 20,000
19	Olive Pit Royalty Fund	\$ 2,020,090	\$ (2,000,000)	\$ 20,090
	TOTAL RECLAMATION AUTHORITY FUNDS	\$ 2,089,060	\$ (2,048,970)	\$ 40,090
<u>Grants & Special Revenue Funds</u>				
15	AB939 Recycling Fund	\$ 270,280	\$ (350,930)	\$ (80,650)
21	State Gas Tax Fund	\$ 85,045	\$ (85,045)	\$ -
22	Air Quality Improvement Fund	\$ 750	\$ (750)	\$ -
25	Proposition A Fund	\$ 43,113	\$ (43,113)	\$ -
26	Proposition C Fund	\$ 35,719	\$ (35,719)	\$ -
27	Measure R Fund	\$ 26,789	\$ (26,789)	\$ -
28	TDA Article 3 Fund	\$ 5,000	\$ (5,000)	\$ -
29	Measure M Fund	\$ 30,361	\$ (30,361)	\$ -
30	Measure W Fund	\$ 420,000	\$ (420,000)	\$ -
32	Community Development Block Grant Fund	\$ 8,450	\$ (8,450)	\$ -
	TOTAL GRANT & SPECIAL REVENUE FUNDS	\$ 925,507	\$ (1,006,157)	\$ (80,650)
<u>Assessment Districts</u>				
44	Street Light Assmt District-IBC Fund	\$ 16,100	\$ (16,100)	\$ -
45	Sewer Maintenance Assmt District-IBC Fund	\$ 120,670	\$ (45,670)	\$ 75,000
	TOTAL ASSESSMENT DISTRICT FUNDS	\$ 136,770	\$ (61,770)	\$ 75,000
<u>Capital Projects Fund</u>				
47	Development Impact Fund	\$ 5,614,835	\$ (849,575)	\$ 4,765,260
48	Capital Projects Fund	\$ 3,737,928	\$ (3,712,928)	\$ 25,000
	TOTAL CAPITAL PROJECT FUNDS	\$ 9,352,763	\$ (4,562,503)	\$ 4,790,260
TOTAL BUDGET - ALL FUNDS:		\$ 46,348,960	\$ (44,691,845)	\$ 1,657,115

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

CC Item 2A

**JUNE 5, 2023
MONDAY
5:00 P.M.**

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

ROLL CALL:

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

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

**PLEDGE OF
ALLEGIANCE**

The Pledge of Allegiance was led by Alice Polanco.

AB 2449 DISCLOSURES

**CHIEF DEPUTY
CITY CLERK NIETO**

Chief Deputy City Clerk Nieto noted that Mayor Pro Tem Ambriz would be participating in the meeting remotely under the provisions of AB 2449.

**CHANGES TO THE
AGENDA**

**CITY MANAGER
MIRANDA**

City Manager Miranda noted the following corrections:

- 1) The fiscal impact portion of report no. 7 would reflect a corrected amount of \$8,477 rather than "\$8,47".
- 2) The ongoing General Fund budget request shown on page 4 of report no. 9 was corrected to read \$790,086.
- 3) The Community Development contractual services for the Local Hazard Mitigation Plan was corrected to reflect that the requested \$75,000 from "other funds" as shown in the report should have been listed under the Mining Impact Fund. As such, the total Mining Impact Fund amount reflected in the table was corrected to \$303,105, and "Other Funds" was corrected to \$355,863.

MAYOR ORTIZ

Mayor Ortiz noted that he has a Certificate of Recognition to present to Alice Polanco for leading tonight's Pledge of Allegiance. He also requested to pull Report No. 6 for a separate vote.

**COUNCILMEMBER
TRAVEL REPORTS**

**COUNCILMEMBER
BRECEDA**

Councilmember Breceda reported on his attendance at the recent Contract Cities conference held in Indian Wells.

**COUNCILMEMBER
COMMENTS**

COUNCILMEMBER BURROLA	Councilmember Burrola thanked Public Works staff for working on a Sunday to paint the center lines in the southbound lanes of Irwindale Avenue at Foothill Boulevard.
MAYOR ORTIZ	Mayor Ortiz congratulated high school graduates and those promoting to other schools. He also noted that he has previously brought up issues at the Council meetings with regard to the trash left at Rivergrade Road, the graffiti underneath the bridge at the 605 freeway, and the amount of debris and trash near the Allen Recycling Company.
CITY MANAGER MIRANDA	City Manager Miranda noted that staff will look into Mayor Ortiz's concerns.

CONSENT CALENDAR

MOTION	A motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar, with the exception of Item No. 6, which was removed for separate consideration. The motion was unanimously approved; Councilmember Garcia abstaining on Item No. 4.
ASSISTANT CITY ATTORNEY TRAXLER	Assistant City Attorney Traxler noted that Councilmember Breceda may wish to abstain from Item Nos. 4 and 6.
SUBSTITUTE MOTION	A substitute motion was made by Councilmember Burrola, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Breceda abstaining on Item Nos. 4 and 6, Councilmember Garcia abstaining on Item No. 4, and Mayor Ortiz abstaining on Item No. 6.

**ITEM NO. 1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held May 24, 2023

**ITEM NO. 2
WARRANTS /
DEMANDS /
PAYROLL**

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

**ITEM NO. 3
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT**

**INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY**

AUTHORITY

RESOLUTION NO.
2023-38-3416
ADOPTED

Joint Resolution No. 2023-38-3416, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

ITEM NO. 4
AMENDING THE
FISCAL YEAR 222-23
ADOPTED CAPITAL
IMPROVEMENT
PROGRAM BUDGET

AMENDING THE FISCAL YEAR 2022-2023 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET BY ACCEPTING AN APPROPRIATING \$500,000 TARGETED GRANT FUNDING IN AB 179 TROUGH THE ASSISTANCE OF ASSEMBLYWOMAN RUBIO AND \$3,067,797 OF THE \$6,135,594 LIBRARY INFRASTRUCTURE GRANT PROGRAM SB 129 FROM THE STATE OF CALIFORNIA

RESOLUTION NO.
2023-48-3426
ADOPTED

Resolution No. 2023-48-3426, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE FISCAL YEAR 2022-2023 ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET BY ACCEPTING AND APPROPRIATING \$500,000 TARGETED GRANT FUNDING IN AB 179 THROUGH THE ASSISTANCE OF ASSEMBLYWOMAN RUBIO, AND \$3,067,797 OF THE \$6,135,594 LIBRARY INFRASTRUCTURE GRANT PROGRAM FROM THE STATE OF CALIFORNIA SB 129," was adopted; Councilmembers Breceda and Garcia abstaining.

ITEM NO. 5
REQUEST TO
CONDUCT
FIREWORKS SALES -
COLUMBUS CLUB,
JOSEPH "PEPE"
MIRANDA SPORTS
SCHOLARSHIP &
GRANT FOUNDATION,
AND IRWINDALE
SISTER CITIES
ASSOCIATION

REQUEST TO CONDUCT FIREWORKS SALES – COLUMBUS CLUB, JOSEPH "PEPE" MIRANDA SPORTS SCHOLARSHIP & GRANT FOUNDATION, AND IRWINDALE SISTER CITIES ASSOCIATION

The requests of the following non-profit organizations / corporations / association that met the criteria established by the Irwindale Municipal Code to conduct fireworks sales, subject to compliance with all City, County, and State regulations, were approved: Columbus Club, Joseph "Pepe" Miranda Sports Scholarship and Grant Foundation, and Irwindale Sister City Association.

ITEM NO. 6
IRWINDALE
BUSINESS CENTER
SEWER AND STREET

IRWINDALE BUSINESS CENTER SEWER AND STREET LIGHT MAINTENANCE ASSESSMENT DISTRICTS ENGINEER'S REPORT AND NOTICE OF INTENT TO LEVY

LIGHT MAINTENANCE
ASSESSMENT
DISTRICTS ENGINEER'S
REPORT AND NOTICE
OF INTENT TO LEVY

RESOLUTION NO.
2023-49-3427
ADOPTED

Resolution No. 2023-49-3427, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2023-2024 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS LOCATED WITHIN THE SEWER MAINTENANCE DISTRICT WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE SEWER MAINTENANCE DISTRICT FOR FISCAL YEAR 2023-2024; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS", was adopted, and

RESOLUTION NO.
2023-50-3428
ADOPTED

Resolution No. 2023-50-3428, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2023-2024 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT (THE IRWINDALE BUSINESS CENTER); DECLARING ITS INTENTION TO LEVY ASSESSMENTS WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2023-2024; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS'; was adopted, and the public hearing was set for July 12, 2023, to consider setting assessments for the two above-mentioned Assessment Districts; Councilmember Breceda and Mayor Ortiz abstaining.

ITEM NO. 7
APPROVE THE THREE-
YEAR COOPERATION
AGREEMENT FOR
FY 2024-2027 FOR THE
LOS ANGELES URBAN
COUNTY COMMUNITY
DEVELOPMENT BLOCK
GRANT PROGRAM

APPROVE THE THREE-YEAR COOPERATION AGREEMENT FOR FISCAL YEARS 2024-2027 FOR THE LOS ANGELES URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RESOLUTION NO.
2023-51-3429
ADOPTED

Resolution No. 2023-51-3429, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING PARTICIPATION IN THE LOS ANGELES

URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM," was adopted.

ITEM NO. 8
APPROVAL OF
SB1 ROAD
MAINTENANCE AND
REHABILITATION
ACCOUNT LOCAL
STREETS AND
ROADS FUNDING
ALLOCATION FOR
FY 23/24

APPROVAL OF SB1 ROAD MAINTENANCE AND
REHABILITATION ACCOUNT LOCAL STREETS AND ROADS
FUNDING ALLOCATION FOR FISCAL YEAR 2023/2024

The City Council approved the SB1 Local Streets and Roads Program proposed project list for Fiscal Year 2023/2024 and authorized staff to submit said list to the California Transportation Commission, and:

RESOLUTION NO.
2023-47-3425
ADOPTED

Resolution No. 2023-47-3425, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023/2024 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017," was adopted.

**SPONTANEOUS
COMMUNICATIONS**

CARMEN ROMAN

Carmen Roman submitted written comments where she asked about the amount of funding spent on vision insurance for participants of the Resident ID program, asked whether participants can opt-out of receiving the benefit, asked why parents must submit "invasive" documentation with regard to their children's application for the Resident ID, and suggested that resident employees not be permitted to receive resident benefits. She also stated that she could come up with solutions but would need to be compensated.

PUBLIC HEARINGS

ITEM NO. 9
ADOPTION OF FY
23/24 BUDGET AND
ESTABLISHING THE
APPROPRIATIONS
LIMIT FOR FY
23/24

ADOPTION OF FISCAL YEAR 2023-24 BUDGET AND
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2023-2024 (Joint Item on City Council, Housing Authority, and
Reclamation Authority Agenda)

ASSISTANT CITY
ATTORNEY TRAXLER

Assistant City Attorney Traxler requested that all agencies convene concurrently to discuss this item.

DIRECTOR BORHANI

Director Borhani made a PowerPoint presentation and presented the staff report.

OPEN PUBLIC HEARING	At 5:30 p.m., Mayor Ortiz opened the public hearing.
CLOSE PUBLIC HEARING	There being no speakers, Mayor Ortiz closed the public hearing at 5:31 p.m.
COUNCILMEMBER BURROLA	As requested by Councilmember Burrola, Director Borhani briefly discussed forecasted revenues from construction permits and plan check fees.
COUNCILMEMBER GARCIA	Councilmember Garcia expressed concern over dwindling availability of housing funds, to which City Manager Miranda advised that a presentation will soon be made to the Council regarding linkage fees, which would help raise funds for housing.
ASSISTANT CITY MANAGER OLIVARES	In response to a question by Councilmember Garcia, Assistant City Manager Olivares advised that the all-in-one learning stations being currently used at the Irwindale Library would be relocated to the new Library, once built.
MAYOR ORTIZ	Mayor Ortiz expressed his belief that the city should not foot the bill for animal control services conducted by the County of Los Angeles at the Santa Fe Dam, which is operated by the County.
COUNCILMEMBER BRECEDA	Councilmember Breceda concurred with Mayor Ortiz.
ORDINANCE NO. 770 INTRODUCED FOR FIRST READING	Ordinance No. 770 , entitled: "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024," was introduced for first reading, reading by title only and waiving further reading thereof, and
RESOLUTION NO. 2023-36-3414 ADOPTED	Resolution No. 2023-36-3414 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2023-2024," was adopted, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Breceda, and unanimously approved.

**CITY MANAGER
REPORT**

None.

**REQUESTS BY
COUNCILMEMBERS
FOR FUTURE AGENDA
ITEMS**

MAYOR ORTIZ

Mayor Ortiz requested that staff prepare and present a report regarding the new business operating at the former Seaboard Envelope Company site.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 5:45 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: imarin
Printed: 6/22/2023 1:40 PM



CC Item 3

Check No	Vendor No	Vendor Name	Check Date	Check Amount
79897	BANKOF03	Bank of The West	06/05/2023	29,885.50
79898	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	06/08/2023	2,728.00
79899	AMERIC34	American Fidelity Assurance Co	06/08/2023	4,447.34
79900	BALLI01	Shayna Balli	06/08/2023	120.01
79901	NEST01	Blue Triton Brands, Inc.	06/08/2023	659.91
79902	CALIFO02	California American Water	06/08/2023	1,639.86
79903	CHART01	Charter Communications	06/08/2023	281.06
79904	CONCE01	Concentra	06/08/2023	129.00
79905	DF01	D.F. Polygraph	06/08/2023	400.00
79906	ESPINO10	Iris Espino	06/08/2023	334.01
79907	EVANS02	Gloria Evans	06/08/2023	375.00
79908	FLORE01	Karla Flores	06/08/2023	650.00
79909	FRONT01	Frontier Communications	06/08/2023	43.04
79910	GATTO01	Rudy Gatto	06/08/2023	274.97
79911	SOUTHE17	Golden State Water Company	06/08/2023	2,127.01
79912	GRIJAL05	Daniel M. Grijalva	06/08/2023	15.00
79913	HOYEN	Noelle Hoyer	06/08/2023	1,120.00
79914	MIRAND25	Blanche V. Miranda	06/08/2023	520.00
79915	PEARSO01	NCS Pearson, Inc	06/08/2023	66.00
79916	OPTUM01	OptumRx, Inc.	06/08/2023	37,796.82
79917	PETTYC05	City of Irwindale Petty Cash	06/08/2023	10.00
79918	PARMA01	Public Agency Risk Managers	06/08/2023	300.00
79919	SIMPSON01	Marilyn Simpson	06/08/2023	780.84
79920	GASCOM	SoCalGas	06/08/2023	4,063.64
79921	TYLER01	Jeff Tyler	06/08/2023	264.59
79922	VALLEY01	Valley County Water District	06/08/2023	14,560.03
79923	VALLEY09	Valley View Mutual Water Co.	06/08/2023	166.84
79924	VISION01	Vision Service Plan - (CA)	06/08/2023	2,690.54
79925	WAGONER	Pamela Wagoner	06/08/2023	500.00
79926	CALIFO56	California State Disbursement Unit	06/15/2023	604.15
79927	CALIFO57	California State Disbursement Unit	06/15/2023	143.07
79928	CITY01	City of Hope	06/15/2023	54.00
79929	IMEA	Irwindale Mgmt Employee Assoc.	06/15/2023	500.00
79930	IRWIND02	Irwindale Police Officers Assoc.	06/15/2023	2,948.00
79931	ACEROD	David Acero	06/15/2023	198.44
79932	BALLI01	Shayna Balli	06/15/2023	285.01
79933	CALPEL	Calpelra	06/15/2023	380.00
79934	CHART21	Charter Health Care	06/15/2023	300.00
79935	CONCE01	Concentra	06/15/2023	25.00
79936	COVA01	Juan Covarrubias	06/15/2023	39.16
79937	ESPINO10	Iris Espino	06/15/2023	97.41
79938	ESVA01	Esvata LLC.	06/15/2023	3,000.00
79939	HEGDAHLA	Armando Hegdahl	06/15/2023	371.49
79940	MAD01	Mad Science of Orange County	06/15/2023	340.00
79941	MAGA01	Juan Magana	06/15/2023	186.14
79942	MARROQ01	Jackie Marroquin	06/15/2023	39.16
79943	MEDELL01	Ramon Medellin	06/15/2023	350.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
79944	OROSCOJR	Leonard Orosco Jr.	06/15/2023	192.91
79945	ORTIZ21	Valeria Ortiz	06/15/2023	75.00
79946	PALACI01	Joanna Palacios	06/15/2023	300.00
79947	PONCE04	Delicia Ponce	06/15/2023	67.36
79948	LEGAL03	Pre-Paid Legal Services, Inc.	06/15/2023	37.90
79949	PURCHA	Purchase Power	06/15/2023	2,030.00
79950	SCE02	Southern California Edison	06/15/2023	40,588.06
79951	SCE02	Southern California Edison	06/15/2023	42,782.55
79952	STGEO01	St. George's Medical Clinic	06/15/2023	745.00
79953	STATE001	State Of California	06/15/2023	292.00
79954	TEXAS01	Texas Life Insurance Co.	06/15/2023	4,588.68
79955	TUTOR01	Tutor.com	06/15/2023	2,000.00
79956	VALLEY01	Valley County Water District	06/15/2023	19,924.69
79957	VESTA01	Vesta Housing Solutions LLC	06/15/2023	10,032.75
79958	WILL01	April Williams	06/15/2023	855.00
79959	ALESHIRE	Aleshire & Wynder, LLP	06/28/2023	71,716.16
79960	ALLCI01	All City Management Services, Inc	06/28/2023	1,864.20
79961	ALLSTATE	All State Police Equipment Co.	06/28/2023	2,413.33
79962	ALTEC01	Altec Industries, Inc.	06/28/2023	2,318.25
79963	AMAZON1	Amazon Capital Services, Inc.	06/28/2023	1,293.61
79964	ARAM01	Aramark Uniform & Career Apparel Group	06/28/2023	859.47
79965	ARC01	Arc Imaging Resources	06/28/2023	8,967.28
79966	B&BTIR	B & B Tires Service	06/28/2023	75.00
79967	BAKER01	Baker & Taylor Books	06/28/2023	3,559.04
79968	BAKER10	Bakers Man Production	06/28/2023	1,400.00
79969	MIJACA	Balcon Holdings, Inc.	06/28/2023	406.00
79970	BARB02	Ray A. Barba	06/28/2023	665.30
79971	BARNEY	Barney's Locksmith Service	06/28/2023	1,477.35
79972	BEAR01	Bear State Water Heating LLC	06/28/2023	654.88
79973	BILLST	Bill's Truck Repair, Inc.	06/28/2023	442.56
79974	BLACKA	Black & White Emergency Vehicles	06/28/2023	200.00
79975	CALBLE	Cal Blend Soils, Inc.	06/28/2023	167.58
79976	CALED	CALED	06/28/2023	595.00
79977	CALI12	California Consulting Inc.	06/28/2023	4,500.00
79978	SANGAB11	California Newspapers Partnership	06/28/2023	1,247.31
79979	CARQUEST	Carquest	06/28/2023	100.23
79980	Cat Spec	Cat Specialities Inc	06/28/2023	552.68
79981	CHANDL	Chandler's Air Conditioning &	06/28/2023	898.63
79982	CINTAS	Cintas Corporation #693	06/28/2023	585.96
79983	CITYOF11	City of Azusa	06/28/2023	4,987.50
79984	BALDWI02	City of Baldwin Park	06/28/2023	125.00
79985	CITYOF23	City Of West Covina	06/28/2023	7,500.00
79986	CLOUD02	CloudCompli, Inc	06/28/2023	3,750.00
79987	CTCT01	Columbia Telecommunications Corporatio	06/28/2023	3,491.37
79988	COSTA01	Costar Realty Information, Inc.	06/28/2023	400.00
79989	DEPTOF02	County of LA Dept of Animal Care & Cont	06/28/2023	4,466.68
79990	COUNTY04	County of Los Angeles	06/28/2023	18,763.77
79991	LACOUN02	County of Los Angeles	06/28/2023	1,059.00
79992	LOSANG33	County of Los Angeles	06/28/2023	70,632.30
79993	CRAFT01	Craftwater Engineering, Inc.	06/28/2023	3,120.00
79994	CWA01	CWA AIA, Inc	06/28/2023	44,980.60
79995	DELONG	Delong Unlimited	06/28/2023	3,441.21
79996	DEMCOI	Demco, Inc.	06/28/2023	390.84
79997	EBSCOS	EBSCO Subscription Services	06/28/2023	1,483.01
79998	BATE01	Elior Inc.	06/28/2023	4,700.85
79999	ENVIRO05	Environmental Science Associates (ESA)	06/28/2023	6,597.44
80000	EWINGI	Ewing Irrigation Products, Inc.	06/28/2023	2,643.39

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80001	FCG01	FCG Consultants Inc.	06/28/2023	7,967.50
80002	FEDEX	FedEx	06/28/2023	272.37
80003	FUEL01	Fuefest Inc.	06/28/2023	960.60
80004	GAME01	GameTime	06/28/2023	309.30
80005	GARVEY	Garvey Equipment Co	06/28/2023	101.18
80006	GEOLOG	Geologic Associates	06/28/2023	21,712.73
80007	lGlendor	Glendora Chevrolet	06/28/2023	647.71
80008	GRAING	Grainger	06/28/2023	213.33
80009	HASA01	Hasa Inc.	06/28/2023	3,167.83
80010	HDL01	Hdl Software, LLC	06/28/2023	66.52
80011	HINDER	Hinderliter, De Llamas & Assoc	06/28/2023	1,507.47
80012	HOSEMA	Hose-Man, The	06/28/2023	48.62
80013	ITERIS	Iteris, Inc.	06/28/2023	4,945.00
80014	JCSPLU	JC's Plumbing & Backflow Svc	06/28/2023	431.26
80015	JOEAGO	Joe A. Gonsalves & Son	06/28/2023	2,375.00
80016	JOHNNY02	Johnny's Pool Service	06/28/2023	594.16
80017	JUSTIRE	Just Tires	06/28/2023	15.42
80018	KEYSTO	Keystone Uniform Depot	06/28/2023	202.24
80019	KJSERV01	KJ Services Enviromental Consulting LLC	06/28/2023	127.50
80020	LAKESH01	Lakeshore Learning Materials,LLC	06/28/2023	1,243.47
80021	LANDSC	Landscape Warehouse III Inc.	06/28/2023	569.57
80022	LEAGUE02	League Of California Cities	06/28/2023	960.75
80023	LEXISN	LexisNexis Risk Solutions	06/28/2023	303.00
80024	LINN01	Deborah Linn	06/28/2023	3,000.00
80025	MAINTE01	Maintex	06/28/2023	2,729.39
80026	MIDAS	Manuel C Muratalla	06/28/2023	2,597.11
80027	CALIBE01	Lawrence E. Marino	06/28/2023	5,055.30
80028	MARIPO	Mariposa Landscapes, Inc.	06/28/2023	8,796.00
80029	MARXBR	Marx Bros Fire Extinguisher Co	06/28/2023	421.98
80030	MEJIA05	Jaime Emmanuel Mejia	06/28/2023	780.00
80031	MICH01	Michael Business Machines Corp	06/28/2023	70.00
80032	MOUNT01	MNRO Holdings, LLC	06/28/2023	302.13
80033	MOBI02	Mobile Citizen, LLC	06/28/2023	1,080.00
80034	MOR01	Jimore Morgan	06/28/2023	3,022.50
80035	OFFICE03	Office Depot	06/28/2023	2,821.78
80036	ORKINP	Orkin Pest Control	06/28/2023	1,099.98
80037	PAPER03	Paper Recycling & Shredding Specialist, In	06/28/2023	1,000.00
80038	PHASEII	PARS	06/28/2023	3,500.00
80039	PERF03	Performance Elevator Contractors, Inc.	06/28/2023	1,080.00
80040	PROPRINT	Pro Printing, Inc.	06/28/2023	4,591.56
80041	RPLAUR02	R. P. Laurain & Associates	06/28/2023	3,800.00
80042	RANCHO01	Rancho Duarte Florist	06/28/2023	491.81
80043	PACIFI13	Rene David LTD	06/28/2023	1,132.47
80044	RICOH01	Ricoh USA, Inc	06/28/2023	1,175.55
80045	RICOH02	Ricoh USA, Inc	06/28/2023	1,673.13
80046	RIGHT01	Right of Way, Inc.	06/28/2023	1,695.32
80047	SIERRA01	Sierra Chevrolet	06/28/2023	292.29
80048	NORTHR	The Northridge Group, Inc.	06/28/2023	4,420.42
80049	TOTALCOM	Total Compensation Systems Inc	06/28/2023	2,475.00
80050	UNITED11	United Site Services of CA Inc	06/28/2023	589.50
80051	WESTCO05	West Coast Arborists, Inc.	06/28/2023	33,119.15
80052	HDSUP01	WHITE CAP, L.P.	06/28/2023	1,616.66
80053	YTIREs	Y Tire Sales	06/28/2023	690.35

Report Total (157 checks):

674,676.63

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

City of
IRWINDALE
AGENDA REPORT

CC Item 4

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Irwindale Chamber of Commerce Services

City Manager's Recommendation:

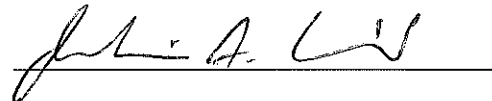
It is recommended that the City Council approve and authorize the City Manager to execute the following:

- 1) Services Agreement between the City of Irwindale and the Irwindale Chamber of Commerce beginning July 1, 2023, and expiring on June 30, 2024.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Iris Espino, Assistant to the City Manager



Reviewed by:

Adrian Guerra, City Attorney

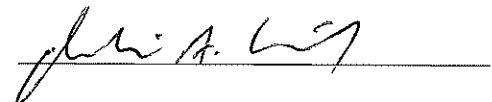
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Since 2008, the Irwindale Chamber of Commerce ("Chamber"), through a Services Agreement with the City of Irwindale ("City"), has provided services to the City and businesses that are Chamber members. They have proven to be an invaluable resource to the business community and an outstanding partner with the City.

The proposed Services Agreement provides an instrument by which both parties can identify their respective roles and expectations in consideration of the financial assistance provided to the Chamber by the City. The proposed Services Agreement is a 12-month term, beginning July 1, 2023, and ending June 30, 2024. The total contract amount is \$30,000, which was the same amount budgeted in the previous fiscal year.

It is therefore recommended that the City Council approve and authorize the City Manager to execute the Services Agreement with the Irwindale Chamber of Commerce as the Chamber is seen as a team member in promoting Irwindale.

Fiscal Impact:

The Administrative Services (Account No. 01-18-180-42140-0000) adopted FY 2023-2024 budget includes the \$30,000 amount needed for this Services Agreement.

Attachment:

Services Agreement with the Irwindale Chamber of Commerce

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
THE IRWINDALE CHAMBER OF COMMERCE**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is retroactively made and entered into on the 1st day of July, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and THE IRWINDALE CHAMBER OF COMMERCE, a California non-profit organization (herein "CHAMBER"). City and Chamber 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 CHAMBER

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Chamber shall be compensated in accordance with Section 2.2 of this Agreement, but not exceeding the maximum contract amount of Thirty Thousand Dollars (\$30000) ("Contract Sum").

2.2 Invoices. On the first business day of July 2023, October 2023, January 2024, and April 2024, Chamber shall furnish City an original invoice equal to, but in no event shall exceed, \$7,500 (Seven Thousand Five Hundred Dollars and Zero Cents) for all work performed and expenses incurred during the preceding period in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Chamber 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. Chamber shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Chamber 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 Chamber which are disputed by City, City will use its best efforts to cause Chamber to be paid within forty five (45) days of receipt of Chamber's correct and undisputed invoice; however, Chamber 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 Chamber for correction and resubmission. Review and payment by the City of any invoice provided by the Chamber 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 Chamber, 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 Chamber. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. . The Chamber shall provide perform all services within the time period(s) established in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference,

3.3 Force Majeure. The time period(s) specified in Section 3.2 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 Chamber, 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 Chamber 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 Chamber be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Chamber'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 begin July 1, 2023, and continue in full force and effect through June 30, 2024.

4. COORDINATION OF WORK

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

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

4.3 Prohibition Against Subcontracting or Assignment. Chamber 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 Chamber. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Chamber, its agents or employees, perform the services required herein, except as otherwise set forth. Chamber shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Chamber 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 Chamber 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 Chamber 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 Chamber 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 Chamber'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 Chamber's services or the termination of this Agreement. During this additional 5-year period, Chamber shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Chamber 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 Chamber'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 Chamber 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 Chamber 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, Chamber 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 Chamber, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Chamber is legally liable ("indemnitors"), or arising from Chamber's or indemnitors' reckless or willful misconduct, or arising from Chamber'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 Chamber and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Chamber 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. Chamber 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 Chamber in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Chamber. Chamber 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) Chamber 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 Chamber gives the City notice of such court order or subpoena.

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

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

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 Chamber 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 Chamber 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, Chamber 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 Chamber is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Chamber for any work performed after the date of default. Instead, the City may give notice to Chamber of the default and the reasons for the default. The notice shall include the timeframe in which Chamber may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Chamber is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Chamber 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, Chamber 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 Chamber, except that where termination is due to the fault of the Chamber, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Chamber 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 Chamber may determine. Upon receipt of any notice of termination, Chamber shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Chamber has initiated termination, the Chamber 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 Chamber has initiated termination, the Chamber 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 Chamber. If termination is due to the failure of the Chamber 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 Chamber 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 Chamber 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. Chamber 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. Chamber 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 Chamber, 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 Chamber 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 91706t and in the case of the Chamber, 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. Chamber 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. Chamber 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. Chamber 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.

Chamber'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

CHAMBER:

By: _____
Name: Claudia Lin
Title: Chair of the Board

By: _____
Name: Nicole J. Shahanian
Title: President/CEO
Address: 16102 Arrow Highway
Irwindale, CA 91706

Two corporate officer signatures required when Chamber 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. CHAMBER'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 CHAMBER'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

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

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

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 **CHAMBER** shall be responsible for providing the following:

1. Cornerstone Club Member

Recognize **CITY** as a Cornerstone Club Member at the highest level, receiving all consideration, benefits, sponsorship, and advertising opportunities that inure to the benefit of Cornerstone Club members.

2. Economic Vitality

- A. Serve as information bureau to its members and new businesses by properly communicating **CITY** information. The information bureau shall serve the business and residential community.
- B. Answer inquiries concerning community facilities and services and refer callers to appropriate **CITY** departments.
- C. Assist the **CITY** in the attraction, retention, and expansion of business in Irwindale through collaboration with the Economic Development Division, which shall reach out to businesses and offer workshops and assistance to the business community.

3. Promoting the Community

- A. Coordinate an annual Breakfast, Luncheon, or Reception event for the Mayor.
- B. Maintain an up-to-date website with pertinent community information with links to **CITY's** website.
- C. Promote the City activities, events, and initiatives via all of the Chamber's Social Media Network(s).
- D. Participate in community business expo event(s).

4. Community Activities

- A. Work with **CITY** in co-sponsoring agreed-upon community activities and be responsible for publicizing **CITY** and/or **CHAMBER-sponsored** activities.
 - i. Promote **CITY** events by providing a link on the **CHAMBER** website to the **CITY** website.
- B. Showcase **CITY** dignitaries, employees, and Young citizens at **CHAMBER** events.

i. Annual Golf Tournament

- a. Provide **CITY** with up to three (3) complimentary golf foursomes.
- b. Recognize **CITY** as a co-partner in event promotion. It is understood that said co-partnership does not constitute any additional commitment of funds from **CITY** beyond those in Section 3.1 of this Agreement.
- c. Provide a gift card for up to \$250 to be given as a prize by the City during the Tournament.

ii. Annual Installation Event

- a. Invite the Mayor to preside over the swearing-in ceremony for the Board of Directors.
- b. Invite City Council to participate in ceremonial roles.
- c. Recognize **CITY** as a co-partner in event promotion. It is understood that said co-partnership does not constitute any additional commitment of funds from **CITY** beyond those in Section 3.1 of this Agreement.
- d. Provide **CITY** with up to two (2) complimentary tables.

5. City Representation at Chamber Functions

Provide **CITY** with 24 complimentary seats during the term of this Agreement at events, breakfasts, or mixers.

Provide **CITY** with one (1) complimentary table at Chamber luncheons throughout each year of this Agreement.

6. Education Programs

At **CHAMBER's** discretion, **CHAMBER** may disseminate information to the business community of pending Federal, State, and City legislative actions that may impact the community, its citizens, and businesses.

7. Quarterly Report

Present a written and verbal report to the **CITY** quarterly, at a City Council meeting, summarizing the current activities in compliance with the requirements of this Agreement.

8. Strategic Business Plan

Submit a Strategic Business Plan to the City Council annually by the last business day of March for review and comment.

9. Funding Process

On April 1 of each year during the term of this Agreement, **CHAMBER** shall submit a recap of **CHAMBER** activities conducted during the previous fiscal year. The funding required shall be considered by the City Council in its annual budget development process.

10. Audit

At all times during the term of this Agreement, **CHAMBER** shall permit a designated **CITY** representative to examine the financial records of **CHAMBER** and make such records available for examination during normal business hours.

11. City Assistance

In order to carry out some programs and activities called for in this Agreement, it may be necessary for the **CITY** to provide assistance to **CHAMBER**. Such activities may include E-Waste Collection and Fall Forum. Upon completion of established application procedures (or in written form if no application procedure exists), availability and approval by **CITY**, **CITY**, as its sole discretion, may provide **CHAMBER** with facilities, personnel and other assistance **CITY** deems fit. It is understood there will be no charge to **CHAMBER** for this assistance.

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

City of
IRWINDALE
AGENDA REPORT

CC Item 5

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION

City Manager's Recommendation:

It is recommended that the City Council adopt Resolution No. 2023-37-3415 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY FOUNDATION FOR FISCAL YEAR 2023-2024".

Administrative Action:

Prepared/Submitted by:

Kambiz Borhani, Finance Director / City Treasurer



Reviewed by:

Adrian R. Guerra, City Attorney

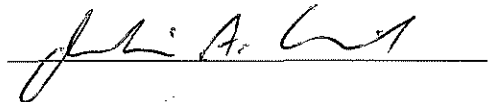
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

1. The Irwindale Community Foundation (ICF) anticipates receiving a donation of \$250,000 from Huy Fong Foods, Inc in FY 2023-2024. This is consistent with donations the ICF has received in prior fiscal years. In line with the ICF's mission, the ICF Board allocates donated funds for programs, services and equipment that benefit the Irwindale community, and the ICF Board typically considers City

programs and services in the areas of Aquatics, Library, Public Services, Recreation, and Senior Center.

2. On March 1, 2023, the Irwindale Parks & Recreation Commission (Commission) reviewed recommendations from City Staff for the proposed use of ICF donated funding. The Commission approved the recommended requests from City Staff, which include various programs, services and equipment for the Recreation, Public Services and Aquatics Divisions, and these requests were presented to the ICF Board for their consideration.
3. On March 13, 2023, and April 18, 2023, the ICF Board met and reviewed the proposed budget for FY 2023-2024. \$15,000 was approved for ICF's operating budget ("Attachment A") along with a donation of \$192,865 to the City of Irwindale for the public benefit programs and activities budgetary needs. Amounts of donations requested in each division were as follows:

<i>FY 23-24</i>	<i>3/13/2023</i>	<i>4/18/2023</i>	<i>TOTAL</i>
<i>ICF Operating Budget</i>	\$15,000	\$0	\$15,000

DIVISIONS' DONATION REQUESTS

<i>Aquatics</i>	9,800	15,000	24,800
<i>Library</i>	10,000	4,820	14,820
<i>Public Services</i>	14,200	0	14,200
<i>Recreation</i>	91,900	9,720	101,620
<i>Senior Center</i>	<u>33,025</u>	<u>4,400</u>	<u>37,425</u>
<i>TOTAL DIVISIONS'</i>			
<i>DONATIONS REQUESTS</i>	<u>\$158,925</u>	<u>\$33,940</u>	<u>\$192,865</u>

4. At the April 18, 2023 meeting, ICF Board also requested the following from the Aquatics Division: 1) separate the one-time cost of the equipment needed for the snack bar from the ongoing amount; and 2) provide additional information and photo(s) for replastering the wading pool.
5. At the May 16, 2023 meeting, staff complied with the abovementioned requests, and ICF Board approved Aquatics Division's additional \$10,600 (\$5,500 ongoing and \$5,100 one-time) donations for the snack bar to the City of Irwindale
6. All FY 2023-2024 proposed requests are itemized in Attachment "A" of Resolution No. 2023-37-3415. A total of \$203,465 in donations from the ICF will be received by the city and appropriated to the following City departments/divisions:

Aquatics	\$35,400
Library	14,820
Public Services	14,200
Recreation	101,620

Senior Center	<u>37,425</u>
Total ICF FY 2023-24 Donations	<u>\$203,465</u>

7. It would be appropriate at this time for the City to accept the donation from the ICF and approve the appropriation for expenditure of these funds as listed in Attachment "A" of Resolution 2023-37-3415.

Fiscal Impact:

Approving Resolution No. 2023-37-3415 will authorize the City to record the acceptance of \$203,465 in ICF donated funds, as well as approve the appropriation of these funds into the proper expenditure budgets for Aquatics, Library, Public Services, Recreation, and Senior Center. The appropriations will allow the department/division(s) to fund the recommended programs, services, activities, and equipment listed in Attachment "A" for the benefit to the Irwindale community.

The City Council also authorizes staff to appropriate and expend ICF's \$15,000 operating budget in accordance with FY 2023-2024 proposed budget approved by the ICF Board.

Attachment:

Resolution No. 2023-37-3415, with Attachment "A"

RESOLUTION NO. 2023-37-3415

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE ACCEPTING AND APPROVING THE APPROPRIATION
OF DONATED FUNDS FROM THE IRWINDALE COMMUNITY
FOUNDATION FOR FISCAL YEAR 2023-2024**

WHEREAS, the Irwindale Community Foundation is a 501(c)(3) non-profit organization in the City of Irwindale, which serves an important public purpose by raising funds to benefit the Irwindale community; and

WHEREAS, the Irwindale Community Foundation anticipates receiving a generous donation in the amount of \$250,000 from Huy Fong Foods, Inc in FY 2023-2024; and

WHEREAS, during the board meetings on March 15, April 18, and May 16, 2023, the Irwindale Community Foundation Board approved a donation of \$203,465 to the City of Irwindale; and

WHEREAS, the City Council hereby accepts the donation of \$203,465, and shall appropriate the donated funds to the departments/divisions of Aquatics (\$35,400), Library (\$14,820), Public Services (\$14,200), Recreation (\$101,620), and Senior Center (\$37,425); and

WHEREAS, the intended use of the funding for the Aquatics, Public Services, and Recreation department/divisions have been reviewed and approved by the Parks and Recreation Commission.

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

Section 1. The City Council finds the above recitals to be true and correct and incorporates them herein by this reference.

Section 2. The City Council hereby formally accepts the donation of \$203,465 from the Irwindale Community Foundation on behalf of the City, and the same shall be recorded in the City's donated revenue budget.

Section 3. The City Council hereby approves and appropriates the donated funds as approved by the Irwindale Community Foundation, and as itemized on Attachment "A". City Staff shall coordinate with the Irwindale Community Foundation, and are authorized to take all actions reasonably necessary to carry out the intent and purpose of this Resolution.

Section 4. The City Council hereby authorizes staff to appropriate and expend Irwindale Community Foundation \$15,000 operating budget in accordance with FY 2023-2024 budget approved by the Irwindale Community Foundation Board.

Section 5. That the Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-37-3415 was duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 28th day of June 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk

Irwindale Community Foundation Donations To General Fund Fiscal Year 2023-2024

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
01-00-000-37471-0000	Donations-Irw Comm Foundation	(\$158,925) 3/13/23 - Meeting
01-00-000-37471-0000	Donations-Irw Comm Foundation	(\$33,940) 4/18/23 - Meeting
01-00-000-37471-0000	Donations-Irw Comm Foundation	(\$10,600) 5/16/23 - Meeting
	Revenue	<u>(\$203,465)</u>
01-40-401-42200-1151	Operating Supplies-ICF Donation	\$1,000
01-40-401-42241-1151	Special Events-ICF Donation	\$49,700
01-40-406-42230-1151	Uniforms Expense & Safety Equipment	\$7,200
01-40-406-42240-1151	Program Supplies-ICF Donation	\$4,000
01-40-406-42242-1151	Field Trips-ICF Donation	\$6,000
01-40-406-42242-1151	Field Trips-ICF Donation	\$9,720
01-40-406-42335-1151	Contract Inst&Offic-ICF Donation	\$24,000
	Recreation	<u>\$101,620</u>
01-41-410-42200-1151	Operating Supplies - ICF Donation	\$5,500
01-41-410-42250-1151	Building Repairs & Maintenance	\$15,000
01-41-410-42251-1151	Small Tool & Minor Equip - ICF Donation	\$5,100
01-41-410-42300-1151	Contractual Services-ICF Donation	\$9,800
	Aquatics	<u>\$35,400</u>
01-42-420-42200-1151	Operating Supplies-ICF Donation	\$2,000
01-42-421-42200-1151	Operating Supplies-ICF Donation	\$4,000
01-42-421-42241-1151	Special Events-ICF Donation	\$8,500
01-42-421-42242-1151	Field Trips-ICF Donation	\$5,000
01-42-421-42251-1151	Small Tool & Minor Equip - ICF Donation	\$4,400
01-42-421-42335-1151	Contract Inst&Offic-ICF Donation	\$13,525
	Senior Center	<u>\$37,425</u>
01-44-440-42200-1151	Operating Supplies-InCF Donation	\$10,000
01-44-440-42200-1151	Operating Supplies-InCF Donation	\$1,300
01-44-440-42211-1151	Internet/Network/Cable-ICF Donation	\$2,520
01-44-440-42240-1151	Program Supplies-ICF Donation	\$1,000
	Library	<u>\$14,820</u>
01-57-575-42241-1151	Special Events-ICF Donation	\$5,000
01-57-577-42200-1151	Operating Supplies-ICF Donation	\$9,200
	Public Services	<u>\$14,200</u>
	Expenditures	<u>\$203,465</u>

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

City of
IRWINDALE
AGENDA REPORT

CC Item 6

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Award and Renew DebtBook Contract for access to Application, Implementation and Support Services.

City Manager's Recommendation:

That the City Council waive formal bidding procedure pursuant to Irwindale Municipal Code section 3.44.080(C) and approve and authorize the City Manager to execute an agreement with Fifth Asset, Inc. d/b/a DebtBook for renewal access to the Application Services which includes debt and lease management software, onboarding process and services, implementation, and support services.

Administrative Action:

Submitted & prepared by:

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



Reviewed by:

Adrian R. Guerra, City Attorney

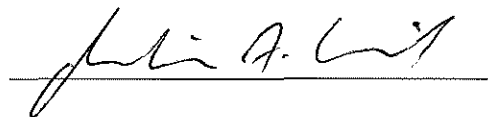
Electronically Approved

Kambiz Borhani
Finance Director/ City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Governmental Accounting and Standards Board (GASB) adopted requirements for reporting on leases and subscription-based information technology arrangements. The GASB No. 87 for Leases was required for the City's 2022 audit, and the GASB No. 96 for Subscription-Based Information Technology Arrangements (SBITA) is required for the 2023 audit. The complex rules require a lessee to recognize a lease liability and an intangible right to use the leased asset; and a lessor is required to recognize a lease receivable and a deferred inflow of resources for all leases within the city.

Industry experts estimate that a typical small city will require approximately 1,800 staff hours to become compliant with these requirements. Therefore, professional organizations and most audit firms all recommended that local governments streamline the process using specialized contractual services or software applications, depending on their specific needs and budget to assist staff with this arduous implementation, lease extraction, assistance in calculation and recordation of entries required for financial statements and note disclosures going into effect as of fiscal year ending June 30, 2022, for the audit report.

In consultation with the City Auditors, the City needed to act swiftly in finding a responsible and responsive vendor one that could assist in analyzing the required information, consider the complexities involved, and provide the necessary information needed in a limited time. The only company available and willing to assist the city at that time was DebtBook.

A "sole source" procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements, pursuant to Irwindale Municipal Code section 3.44.080(C). The Fifth Asset, Inc. d/b/a *DebtBook* is the sole source provider of a combined cloud-based lease and debt management software designed to meet the needs of governmental finance teams.

The city initially engaged DebtBook in May 2022 to assist with implementation of GASB 87 for \$5,850. Included in the initial contract was the setup of a platform to track and maintain lease information. When implementation was completed and the required information was provided to the City Auditors to include in the fiscal year ending June 30, 2022, audit report, the second phase of implementation, debt management, began.

For fiscal years ending 2023 through 2028, the attached contract includes a five-year renewal term to maintain the hosting of the debt and lease platforms, as well as assistance in implementation of the third platform, GASB 96, which maintains information that is required to be included in the Annual Comprehensive Financial Report for year ending June 30, 2023.

It is therefore recommended that the City Council waive formal bidding procedure pursuant to Irwindale Municipal Code section 3.44.080(C) and approve and authorize the City Manager to execute an agreement with Fifth Asset, Inc. d/b/a DebtBook for renewal

access to the Application Services which includes debt and lease management software, onboarding process and services, implementation, and support services.

Fiscal Impact:

The renewal fees for the period of May 20, 2023, through May 19, 2028, will be \$40,000. Sufficient funding is available in current year's budget and no additional funds are being requested currently.

Attachments:

1. DebtBook Agreement & Quote
2. Sole Source Letter

RENEWAL ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("DebtBook") is pleased to provide Irwindale, CA ("Customer") with the Services subject to the terms established in this Order Form, including DebtBook's Price Quote attached as **Exhibit A** and incorporated herein by this reference (the "DebtBook Quote").

On and after the Effective Date listed below, this Order Form supersedes and replaces the Order Form previously executed and delivered by DebtBook and the Customer (the "Original Order Form"). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions, which were provided to Customer in connection with the execution and delivery of the Original Order Form (the "Terms & Conditions"), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 5/20/2023	Billing Frequency: Annually
Initial Term End Date: 5/19/2028	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer's access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of the Customer's Application Obligations at the time of determination. DebtBook's current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "Implementation Period"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

IRWINDALE, CA

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
account-management@debtbook.com

Notice Address

5050 N. Irwindale Avenue
Irwindale, CA 91706
Attention: Kambiz Borhani
kborhani@irwindaleca.gov

Billing Contact

Same as above

Exhibit A
DebtBook Quote

[See attached.]



DebtBook Quote

Irwindale, CA

5050 N. Irwindale Avenue

Irwindale, CA 91706

Kambiz Borhani

Finance Director/City Treasurer

kborhani@irwindaleca.gov

(626) 430-2221

Prepared By:

DebtBook

Tyler Hunt

Customer Success Manager

tyler.hunt@debtbook.com

Notice Address:

PO Box 667950

Charlotte, NC 28266

Products & Services

Description	Qty	Annual Fee	Discount	Total
Implementation Charge: Tier 2 This represents the cost of our Implementation process for your organization.	1	\$2,000 Year 1	\$2,000	\$0 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$13,000 Year 1	\$6,000	\$7,000 Year 1 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$13,000 Year 2	\$5,500	\$7,500 Year 2 Cost
Subscription Charge: Tier 2 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.	1	\$13,000 Year 3	\$5,000	\$8,000 Year 3 Cost





Subscription Charge: Tier 2

1

\$13,000

\$4,500

\$8,500

This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.

Year 4

Year 4 Cost

Subscription Charge: Tier 2

1

\$13,000

\$4,000

\$9,000

This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers unlimited users, external sharing, support and training.

Year 5

Year 5 Cost

Total 5 Year Renewal Cost with Implementation:

\$40,000



Procurement

Sole Source Letter

To Whom It May Concern:

This letter is to confirm that Fifth Asset, Inc. d/b/a DebtBook is the sole source provider of a Debt and Lease Management software for public finance issuers. We've summarized in detail below the justification for a sole source procurement:

1. Only one known source / one of a kind

DebtBook is the only known source of a combined, cloud based, debt and lease management software designed to meet the needs of governmental and non-profit finance teams.

While other providers of debt management software exist and other providers of lease management software exist, no consolidated, cloud based offering currently exists, to the best of our knowledge, which meets the many unique reporting requirements of governmental and non-profit entities.

Market research supporting this statement includes our nearly 20 daily conversations with public finance issuers throughout the country, further strengthened by the only two competitive solicitations (York County, VA and DeSoto, TX) of our nearly 100 active clients, where no other providers submitted a response.

We would happily provide a thorough product demonstration for your purchasing department discuss in greater detail the specific features that qualify DebtBook for sole source purchasing. Also, additional detail regarding the two solicitations is available upon request.

2. Professional expertise

DebtBook is the only known source of a combined, cloud based, debt and lease management solution designed to meet the needs of governmental and non-profit finance teams which offers

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

City of
IRWINDALE
AGENDA REPORT

Date: June 28, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

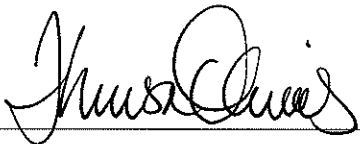
Issue: Proposed End-of-Year Closure of City Facilities for 2023

City Manager's Recommendation:

Approve the closure of some City facilities during the period of Monday, December 25, 2023, through and including Sunday, January 7, 2024, and authorize the City Manager to implement said closure.

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

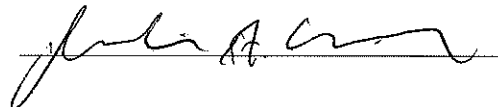
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

For the past fifteen years, the City Council has authorized end-of-year closures; the closures have been for a period of one and one-half to two weeks. The closures have proven to be very successful. Employees have reacted positively to the extended time off, and because this time of year is historically very slow, we have not received any complaints from the public as a result of the closure.

Staff is proposing a two-week end-of-year closure from Monday, December 25, 2023, through and including Sunday, January 7, 2024. The affected employees will be given the option to use their leave accruals or take time off without pay if they do not have sufficient leave accruals.

There are several reasons to favorably consider this closure:

- This time of year is historically a very slow time in most departments (both internally and externally) so the impact to public services is minimal;
- If the entire department is out during this slow period there will not be a backlog of work an employee typically faces upon return to work after a vacation;
- This could result in a savings to the City in that employees will take the time off using accrued leave, which reduces the City's leave liability;
- There would be modest reduction in utilities expense, fuel and supplies consumption;
- This would enable employees in one-and two-person department to be off at the same time without impacting service to the public.

It is proposed that all departments would close to the public with the exception of Police (Records and Administrative staff excluded) and Recreation. Staff is proposing that employees be offered the option to use accrued leave (comp time, floating holiday, vacation, or administrative leave) or take the time off with no pay. The holiday schedule for 2023 will require the use of 60 hours of leave during the proposed closure period from Monday, December 25, 2023, through and including Sunday, January 7, 2024. All departments and impacted bargaining units (IMEA and ICEA) have been consulted regarding this potential closure, as the MOU with these bargaining units provides that the City Manager and City Council may authorize the closure after advance notification to all employees, residents, and other stakeholders. ***The City Manager may authorize, on a case-by-case basis, an employee to work during the closure.**

As in previous years, future decisions to close City facilities will be made on a year-to-year basis after consideration on impact to operations and the public, meeting with departments and bargaining units, and at the discretion of the City Manager.

Fiscal Impact:

No additional cost to the City; instead would most likely result in savings as mentioned above relating to utilities, fuel, accrued leave reduction and other operating expenses.

*Correction to staff report made on Monday, June 26, 2023, **bolded, italicized, underlined and highlighted**

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

City of
IRWINDALE
AGENDA REPORT

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Cancellation of August 9, 2023; November 22, 2023; and December 27, 2023 City Council meetings

City Manager's Recommendation:

Adopt Resolution No. 2023-52-3430 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELLING REGULAR MEETINGS OF THE CITY COUNCIL SCHEDULED FOR AUGUST 9, 2023; NOVEMBER 22, 2023; AND DECEMBER 27, 2023"

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



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:

Staff is proposing a summer legislative recess canceling the August 9, 2023 City Council meeting, and canceling the meetings of November 22, 2023 and December 27, 2023 due to the potential City Hall closure.

The cancellation of the August 9, 2023 meeting affords additional time for planning and review of current projects and programs, as well as providing an opportunity for elected

officials and staff to better manage their respective workloads. It is not an uncommon practice in neighboring cities to cancel one or more meetings a year with proper notice to the members of the public.

Because the regularly scheduled second meetings in November and December fall during the holiday season (and City Hall may be closed to the public during the period December 25, 2023 through January 7, 2024), it would be appropriate for Council to consider canceling the meetings of November 22, 2023 and December 27, 2023, as has been done in past years.

Fiscal Impact:

A cost-savings is anticipated as no additional staff time will be utilized for overtime.

Attachment:

Proposed Resolution No. 2023-52-3430

RESOLUTION NO. 2023-52-3430

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, CALIFORNIA, CANCELLING REGULAR MEETINGS
OF THE CITY COUNCIL SCHEDULED FOR AUGUST 9, 2023;
NOVEMBER 22, 2023 AND DECEMBER 27, 2023**

WHEREAS, the Regular City Council Meetings are held on the second and fourth Wednesday of every month, beginning at 6:30 p.m.; and

WHEREAS, staff is proposing a summer legislative recess by cancelling the regular meeting scheduled for August 9, 2023; and

WHEREAS, the cancellation of this meeting affords additional time for planning and review of current projects and programs; and

WHEREAS, considering these factors, the City Council finds that it would be prudent to cancel the meeting of August 10, 2022; and

WHEREAS, the November 22, 2023 and December 27, 2023 are the second scheduled City Council meetings during the last two (2) months of the year; and

WHEREAS, considering the upcoming 2023 holiday season, the City Council finds that it would be prudent to cancel these meetings.

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

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated herein as findings and a material part of this Resolution.

SECTION 2. The City Council of the City of Irwindale hereby cancels the regular City Council meetings scheduled for August 9, 2023; November 22, 2023; and December 27, 2023.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the _____ day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I Laura Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-52-3430 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the ____ day of June 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: 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: June 28, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Resolutions Relating to Compensation for City Employees and Approval of New Job Classification and Associated Job Specification

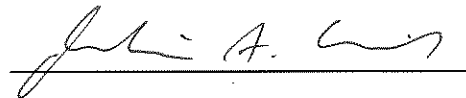
City Manager's Recommendation:

- (1) Adopt Resolution No. 2023-44-3422 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION AND ASSOCIATED JOB SPECIFICATION"; and
- (2) Adopt Resolution No. 2023-45-3423 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-30-3408, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

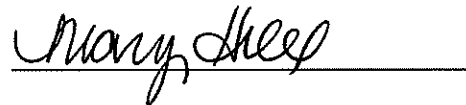
Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, Human Resources / Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

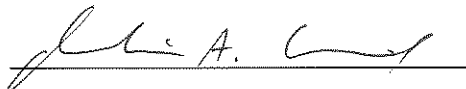
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by resolution, a classification plan, salaries, and other forms of compensation for all City employees. Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in City employment be fixed and established by resolution of the City Council.

Classification Resolution No. 2023-44-3422

Through the adoption of Ordinance No. 770, which adopted the FY 2023-24 Budget, City Council approved various personnel adjustments, including the approval of a new Information Technology Technician job classification. Accordingly, staff recommends approval of Resolution No. 2023-44-3422, which approves and adopts the new Information Technology Technician classification and associated job specification.

The City met and conferred with representatives of the Irwindale City Employees Association (ICEA) regarding the new classification, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

Compensation Resolution No. 2023-45-3423

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It sets forth the authorized number of employees along with titles and compensation levels for unclassified management positions, unaffiliated and/or unrepresented unclassified at-will part-time positions, and full-time represented positions. It was most recently updated on April 12, 2023, through the City Council's adoption of Resolution No. 2023-30-3408.

The salary range schedule incorporated in proposed Resolution No. 2023-45-3423 provides a 3% cost of living adjustment (COLA) for all full-time and part-time employee positions, effective July 9, 2023, in accordance with the approved Memoranda of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA), the Irwindale Management Employees' Association (IMEA), the Irwindale Police Officers' Association (IPOA), and Resolution No. 2021-116-3238, adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees.

In addition, proposed Resolution No. 2023-45-3423 reflects the following personnel adjustments approved through the adoption of the FY-2023-24 Budget:

- (1) Unfund five (5) at-will, unrepresented, unclassified nonpermanent part-time Police Dispatcher/Clerk positions.
- (2) Fund one (1) additional represented, classified full-time Police Dispatcher/Clerk position.
- (3) Fund one (1) represented, classified full-time Information Technology Technician position.

This Resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

Fiscal Impact:

The compensation adjustments reflected in Resolution No. 2023-45-34723 are included in the FY 2023-24 adopted budget.

Attachments: Resolution No. 2023-44-3422
Resolution No. 2023-45-3423

RESOLUTION NO. 2023-44-3422

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A NEW JOB CLASSIFICATION FOR AN INFORMATION
TECHNOLOGY TECHNICIAN AND ASSOCIATED JOB SPECIFICATION**

WHEREAS, Article VIII, Section 800 of the City Charter authorizes the City Council to designate miscellaneous and safety employee positions from time to time; and

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

WHEREAS, Section 2.05 of the City of Irwindale Personnel Rules, as adopted by the City Council in Resolution No. 2022-36-3286 on April 27, 2022, states that the Personnel Officer shall determine the duties and responsibilities of all City positions for inclusion in a Classification Plan, which shall be adopted by the City Council; and

WHEREAS, on April 12, 2023, the City Council adopted Resolution No. 2023-30-3408 establishing the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to add a new job classification with an associated job specification; and

WHEREAS, the City has met and conferred with the representatives of the Irwindale Municipal Employees Association (ICEA) regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.); and

WHEREAS, concurrently herewith, the City intends to adopt Resolution No. 2023-45-3423 to repeal and replace Resolution No. 2023-30-3408, and establish the number of positions, schedule of classes, compensation, and benefits for all City employees.

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Job Classification and Associated Job Specification Ordered Approved and Adopted.

The City Council hereby approves and adopts the Information Technology Technician job classification and associated job specification attached hereto as Exhibit A.

SECTION 3. Certification

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

PASSED, APPROVED AND ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-44-3422 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 28th day of June 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Chief Deputy City Clerk

INFORMATION TECHNOLOGY TECHNICIAN

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general supervision, provides office software, computer hardware, and user support related to the City's computer network and phone systems; maintains the integrity and operability of the network infrastructure; and assists in the analysis and troubleshooting of City-wide network problems related to computer and telephone networks; provides audio-visual technical support for public meetings; performs related duties as required.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Provides day-to-day operational support for the City's computer systems including the City's network, telephone systems and related equipment.
2. Receives user questions, problems, and requests, either by telephone, in writing, or in person; answer user questions, resolves problems and fulfill requests; maintains a log or database of problem reports and tracks until satisfactory resolution.
3. Performs network administration functions such as maintaining user accounts and passwords, installing, upgrading, and maintaining software on servers, upgrading server hardware, and troubleshooting and resolving network connectivity issues.
4. Assists staff with all issues related to electronic devices used for work within the city including cell phones, laptops, and tablets.
5. Troubleshoots telephone service and equipment issues and coordinates repairs, as assigned.
6. Participates in the implementation of new technologies; researches, tests, and evaluates products/solutions.
7. Provides audio-visual technical support for public meetings.
8. Assists with monitoring the City's website.
9. Assists with the development of department policies and procedures.
10. Coordinates and participates with other City departments and agencies on technology projects as required.
11. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Operating characteristics of computer systems and procedures.

Basic principles used in the analysis, design, programming, and maintenance of computer systems.

CITY OF IRWINDALE
Information Technology Technician

Computer operating systems and local area network applications.
Routers, switches, and firewalls.
Network topologies, protocols, hardware, **structures and cabling**.
Network environments and local area network operations.
Data processing documentation principles and practices.
Principles and methods of training and instruction.
Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications including Office 365 and Cloud Platforms.

Ability to:

Understand, interpret, and effectively explain hardware and software applications to users.
Identify, analyze, and resolve computer, telephone hardware, software, and network related problems and implement solutions.
Evaluate, test, develop, and configure new technology enhancements.
Research technical materials and provide and document solutions to problems.
Use initiative and sound judgment within established procedural guidelines.
Work independently to analyze problems and implement solutions.
Organize and prioritize work schedule and handle multiple priorities.
Exercise discretion in dealing with confidential information and system security.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Operate, maintain and repair stand alone and networked computers, peripherals, telephones and a variety of software applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

An Associate of Art's degree in Information Technology, Computer Science, or related field.
A Bachelor's degree from an accredited college or university is desirable.

Experience:

Six months of increasingly responsible experience in IT hardware and software support.

License or Certificate:

Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

CITY OF IRWINDALE
Information Technology Technician

Vision: See in the normal visual range with or without correction.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Hearing: Hear in the normal audio range with or without correction.

Date: June 2023

RESOLUTION NO. 2023-45-3423

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING AND REPLACING RESOLUTION NO. 2023-30-3408, AND
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES**

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

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

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

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

WHEREAS, the City Council last adopted Resolution No. 2023-30-3408 on April 12, 2023, which established the number of positions, schedule of classes, and compensation for City employees; and

WHEREAS, based on the Memoranda of Understanding between the City and the ICEA, IMEA, and IPOA, and Resolution No. 2021-116-3238, adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, the City desires to update the salary resolution to reflect changes in compensation; and

WHEREAS, the salary range schedule incorporated in this resolution provides a 3% cost of living adjustment (COLA) for all full-time and part-time employee positions, effective July 9, 2023; and

WHEREAS, the City desires to unfund five (5) at-will, unrepresented, unclassified nonpermanent part-time Police Dispatcher/Clerk position; and

WHEREAS, the City desires to fund one additional (1) represented, classified full-time Police Dispatcher/Clerk position; and

WHEREAS, the City desires to fund one (1), represented, classified full-time Information Technology Technician position; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Positions Ordered Unfunded.

Five (5) at-will, unrepresented, unclassified nonpermanent part-time Police Dispatcher/Clerk positions are hereby ordered unfunded.

SECTION 3. Personnel Positions Approved and Ordered Funded.

One (1) additional represented, classified full-time Police Dispatcher/Clerk position is hereby approved and ordered funded. One (1) represented, classified full-time Information Technology Technician position is hereby approved and ordered funded.

SECTION 4. Applicability to other Governing Documents.

This Resolution shall repeal, supersede, and replace Resolution No. 2023-30-3408. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that was adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

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

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

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

SECTION 6. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective July 9, 2023.

If any employee is receiving compensation above the highest step of the salary range stated in this resolution for his/her position, the employee's present rate shall be continued as an approved additional step rate for the class ("Y-rated"), until the highest step is greater than the Y-rate. Except as provided herein or an applicable MOU, no non Y-rated employee may be adjusted to a Y-rate upon reclassification or promotional appointment, and the Y-rate shall no longer be in effect after the termination of the employment in that class of the incumbent(s) on whose behalf

the Y-rate is authorized. Nothing in this resolution shall prohibit any Y-rated employee from receiving a cost of living adjustment that other employees within the employee's applicable bargaining group may receive pursuant to an applicable Tentative Agreement or MOU.

SECTION 7. Certification.

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

PASSED, APPROVED AND ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-45-3423 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 28th day of June 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A
CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly	Elected	346.23	346.23	346.23	346.23	346.23
			Monthly		750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	100.2755	105.2894	110.5538	116.0817	121.8861
			Bi-Weekly		8,022.04	8,423.15	8,844.31	9,286.54	9,750.88
			Monthly		17,381	18,250	19,163	20,121	21,127
			Annual		208,573	219,002	229,952	241,450	253,523
Director	Assistant City Manager	1	Hourly	81	84.3587	88.5764	93.0053	97.6558	102.5385
			Bi-Weekly		6,748.69	7,086.12	7,440.42	7,812.46	8,203.08
			Monthly		14,622	15,353	16,121	16,927	17,773
			Annual		175,466	184,239	193,451	203,124	213,280
Director	Chief of Police	1	Hourly	85	94.9798	99.7288	104.7154	109.9510	115.4486
			Bi-Weekly		7,598.38	7,978.31	8,377.23	8,796.08	9,235.88
			Monthly		16,463	17,286	18,151	19,058	20,011
			Annual		197,558	207,436	217,808	228,698	240,133
Director	Community Development Director	1	Hourly	78	78.3351	82.2519	86.3644	90.6827	95.2168
			Bi-Weekly		6,266.81	6,580.15	6,909.15	7,254.62	7,617.35
			Monthly		13,578	14,257	14,970	15,718	16,504
			Annual		162,937	171,084	179,638	188,620	198,051
Director	Director of Engineering/Building Official	1	Hourly	80	82.3010	86.4159	90.7365	95.2736	100.0370
			Bi-Weekly		6,584.08	6,913.27	7,258.92	7,621.88	8,002.96
			Monthly		14,266	14,979	15,728	16,514	17,340
			Annual		171,186	179,745	188,732	198,169	208,077
Director	Finance Director/City Treasurer	1	Hourly	79	80.2933	84.3082	88.5236	92.9495	97.5971
			Bi-Weekly		6,423.46	6,744.65	7,081.88	7,435.96	7,807.77
			Monthly		13,918	14,613	15,344	16,111	16,917
			Annual		167,010	175,361	184,129	193,335	203,002
Director	Public Services Director	1	Hourly	74	70.9678	74.5163	78.2423	82.1543	86.2620
			Bi-Weekly		5,677.42	5,961.31	6,259.38	6,572.35	6,900.96
			Monthly		12,301	12,916	13,562	14,240	14,952
			Annual		147,613	154,994	162,744	170,881	179,425

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Administrative Secretary	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Assistant Planner	0	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Building Permit Technician	0	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Code Enforcement Officer	1	Hourly	39	29.9038	31.3990	32.9692	34.6178	36.3486
			Bi-Weekly		2,392.31	2,511.92	2,637.54	2,769.42	2,907.88
			Monthly		5,183	5,443	5,715	6,000	6,300
			Annual		62,200	65,310	68,576	72,005	75,605
ICEA	Deputy City Clerk	0	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Engineering Technician	3	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Finance Analyst	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Finance Technician	1	Hourly	36	27.7683	29.1567	30.6144	32.1452	33.7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Human Resources Specialist	0	Hourly	38	29,174.00	30,632.70	32,164.44	33,772.66	35,461.11
			Bi-Weekly		2,333.92	2,450.62	2,573.15	2,701.81	2,836.88
			Monthly		5,057	5,310	5,575	5,854	6,147
			Annual		60,682	63,716	66,902	70,247	73,759
ICEA	Information Technology Technician	1	Hourly	36	27,768.30	29,156.70	30,614.44	32,145.20	33,752.40
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Janitor	1	Hourly	20	18,705.30	19,640.40	20,622.60	21,653.80	22,736.50
			Bi-Weekly		1,496.42	1,571.23	1,649.81	1,732.31	1,818.92
			Monthly		3,242	3,404	3,575	3,753	3,941
			Annual		38,907	40,852	42,895	45,040	47,292
ICEA	Library Technician	1	Hourly	29	23,360.60	24,528.80	25,755.30	27,043.30	28,395.70
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Maintenance Aide	4	Hourly	25	21,163.50	22,221.60	23,332.70	24,499.50	25,724.50
			Bi-Weekly		1,693.08	1,777.73	1,866.62	1,959.96	2,057.96
			Monthly		3,668	3,852	4,044	4,247	4,459
			Annual		44,020	46,221	48,532	50,959	53,507
ICEA	Maintenance Lead Worker	1	Hourly	43	33,008.20	34,658.70	36,391.80	38,211.50	40,122.10
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
ICEA	Maintenance Worker I	0	Hourly	31	24,543.30	25,770.70	27,059.10	28,412.00	29,832.70
			Bi-Weekly		1,963.46	2,061.65	2,164.73	2,272.96	2,386.62
			Monthly		4,254	4,467	4,690	4,925	5,171
			Annual		51,050	53,603	56,283	59,097	62,052
ICEA	Maintenance Worker II	6	Hourly	40	30,651.40	32,184.10	33,793.30	35,483.20	37,257.20
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Office Specialist	3	Hourly	29	23,360.60	24,528.80	25,755.30	27,043.30	28,395.70
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Planning Technician	1	Hourly	36	27,768.30	29,156.70	30,614.44	32,145.20	33,752.40
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk	0	Hourly	28	22,791.3	23,930.8	25,127.4	26,383.7	27,702.9
			Bi-Weekly		1,823.31	1,914.46	2,010.19	2,110.69	2,216.23
			Monthly		3,951	4,148	4,355	4,573	4,802
			Annual		47,406	49,776	52,265	54,878	57,622
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	25,156.7	26,414.4	27,735.1	29,121.6	30,577.9
			Bi-Weekly		2,012.54	2,113.15	2,218.81	2,329.73	2,446.23
			Monthly		4,361	4,579	4,807	5,048	5,300
			Annual		52,326	54,942	57,689	60,573	63,602
ICEA	Police Services Specialist	1	Hourly	41	31,417.3	32,988.0	34,637.5	36,369.2	38,187.5
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Recreation Assistant	0	Hourly	29	23,360.6	24,528.8	25,755.3	27,043.3	28,395.7
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Bus Driver	1	Hourly	37	28,462.5	29,885.6	31,379.8	32,949.0	34,596.6
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Center Assistant	1	Hourly	29	23,360.6	24,528.8	25,755.3	27,043.3	28,395.7
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	25,786.1	27,075.5	28,429.3	29,851.0	31,343.8
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Senior Center Specialist	1	Hourly	37	28,462.5	29,885.6	31,379.8	32,949.0	34,596.6
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Code Enforcement Officer	1	Hourly	45	34,679.3	36,413.5	38,234.1	40,145.7	42,152.9
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Senior Recreation Leader	3	Hourly	19	18,249.5	19,162.0	20,120.2	21,126.4	22,182.7
			Bi-Weekly		1,459.96	1,532.96	1,609.62	1,690.12	1,774.62
			Monthly		3,163	3,321	3,488	3,662	3,845
			Annual		37,959	39,857	41,850	43,943	46,140

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	36,434.6	38,256.3	40,169.2	42,177.9	44,287.0
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Assistant City Engineer	1	Hourly	64	55,439.9	58,212.0	61,122.6	64,178.8	67,388.0
			Bi-Weekly		4,435.19	4,656.96	4,889.81	5,134.31	5,391.04
			Monthly		9,610	10,090	10,595	11,124	11,681
			Annual		115,315	121,081	127,135	133,492	140,167
IMEA	Assistant Engineer	1	Hourly	52	41,222.6	43,283.7	45,448.1	47,720.7	50,106.7
			Bi-Weekly		3,297.81	3,462.69	3,635.85	3,817.65	4,008.54
			Monthly		7,145	7,503	7,878	8,272	8,685
			Annual		85,743	90,030	94,532	99,259	104,222
IMEA	Assistant to the City Manager	1	Hourly	63	54,088.0	56,792.3	59,631.7	62,613.5	65,744.2
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Associate Engineer	1	Hourly	56	45,502.4	47,777.4	50,166.3	52,674.5	55,308.2
			Bi-Weekly		3,640.19	3,822.19	4,013.31	4,213.96	4,424.65
			Monthly		7,887	8,281	8,696	9,130	9,587
			Annual		94,645	99,377	104,346	109,563	115,041
IMEA	Associate Planner	1	Hourly	49	38,279.3	40,193.3	42,202.9	44,313.0	46,528.8
			Bi-Weekly		3,062.35	3,215.46	3,376.23	3,545.04	3,722.31
			Monthly		6,635	6,967	7,315	7,681	8,065
			Annual		79,621	83,602	87,782	92,171	96,780
IMEA	Benefits Administrator	1	Hourly	58	47,805.8	50,196.2	52,705.8	55,340.9	58,107.7
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864
IMEA	Chief Deputy City Clerk	1	Hourly	58	47,805.8	50,196.2	52,705.8	55,340.9	58,107.7
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Community Development Manager/City Planner	0	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Construction Compliance Manager	1	Hourly	62	52,7688	55,4072	58,1774	61,0861	64,1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Economic Development Coordinator	0	Hourly	53	42,2534	44,3659	46,5841	48,9135	51,3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Executive Assistant	1	Hourly	43	33,0082	34,6587	36,3918	38,2115	40,1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
IMEA	Finance Manager	1	Hourly	68	61,1952	64,2548	67,4678	70,8413	74,3837
			Bi-Weekly		4,895.62	5,140.38	5,397.42	5,667.31	5,950.69
			Monthly		10,607	11,138	11,694	12,279	12,893
			Annual		127,286	133,650	140,333	147,350	154,718
IMEA	Housing Coordinator	1	Hourly	53	42,2534	44,3659	46,5841	48,9135	51,3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Human Resources/Risk Manager	1	Hourly	67	59,7029	62,6880	65,8226	69,1139	72,5697
			Bi-Weekly		4,776.23	5,015.04	5,265.81	5,529.12	5,805.58
			Monthly		10,349	10,866	11,409	11,980	12,579
			Annual		124,182	130,391	136,911	143,757	150,945

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Information Technology Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Management Analyst	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Police Captain	1	Hourly	77	77.9548	81.8524	85.9452	90.2423	94.7543
			Bi-Weekly		6,236.38	6,548.19	6,875.62	7,219.38	7,580.35
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,089
IMEA	Police Lieutenant	1	Hourly	71	67.2197	70.5808	74.1096	77.8149	81.7058
			Bi-Weekly		5,377.58	5,646.46	5,928.77	6,225.19	6,536.46
			Monthly		11,651	12,234	12,846	13,488	14,162
			Annual		139,817	146,808	154,148	161,855	169,948
IMEA	Project Manager - Construction Compliance	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Project Manager - Mining	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Public Works Services Manager	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Recreation Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Recreation Supervisor	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Senior Center Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Senior Finance Analyst	1	Hourly	51	40.2168	42.2279	44.3394	46.5563	48.8841
			Bi-Weekly		3,217.35	3,378.23	3,547.15	3,724.50	3,910.73
			Monthly		6,971	7,320	7,686	8,070	8,473
			Annual		83,651	87,834	92,226	96,837	101,679
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Planner	1	Hourly	55	44.3923	46.6120	48.9428	51.3899	53.9596
			Bi-Weekly		3,551.38	3,728.96	3,915.42	4,111.19	4,316.77
			Monthly		7,695	8,079	8,483	8,908	9,353
			Annual		92,336	96,953	101,801	106,891	112,236

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	54.9014	57.6466	60.5288	63.5553	66.7332
			Bi-Weekly		4,392.12	4,611.73	4,842.31	5,084.42	5,338.65
			Monthly		9,516	9,992	10,492	11,016	11,567
			Annual		114,195	119,905	125,900	132,195	138,805
IPOA	Police Corporal	2	Hourly	54	43.9611	46.1591	48.4673	50.8909	53.4356
			Bi-Weekly		3,516.88	3,692.73	3,877.38	4,071.27	4,274.85
			Monthly		7,620	8,001	8,401	8,821	9,262
			Annual		91,439	96,011	100,812	105,853	111,146
IPOA	Police Officer	19	Hourly	52	41.8433	43.9356	46.1322	48.4389	50.8611
			Bi-Weekly		3,347.46	3,514.85	3,690.58	3,875.12	4,068.88
			Monthly		7,253	7,616	7,996	8,396	8,816
			Annual		87,034	91,386	95,955	100,753	105,791
IPOA	Police Dispatcher/Clerk	6	Hourly	38	28.7510	30.1885	31.6981	33.2832	34.9471
			Bi-Weekly		2,300.08	2,415.08	2,535.85	2,662.65	2,795.77
			Monthly		4,984	5,233	5,494	5,769	6,058
			Annual		59,802	62,792	65,932	69,229	72,690

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	2	19	18.25	19.16	20.12	21.12	22.18
Library Aide	1	26	21.69	22.78	23.92	25.11	26.37
Civil Engineering Technician	0	33	25.78	27.07	28.43	29.85	31.34

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	18.21
Assistant Pool Manager	22.74
Bus Driver	25.78
Communications Specialist	33.00
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	19.61
Finance Assistant	22.18
Intern	20.68
Library Page	19.61
Lifeguard	18.66
Office Specialist	23.36
Police Officer Trainee	36.98
Recreation Aide	18.21
Reserve Police Officer	41.84
Senior Center Aide	18.21
Senior Library Page	21.64
Senior Lifeguard	20.59
Summer Youth Worker	15.50
Tutor	20.68

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

City of
IRWINDALE
AGENDA REPORT

CC Item 10

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve a Fee Waiver for Irwindale Sister City

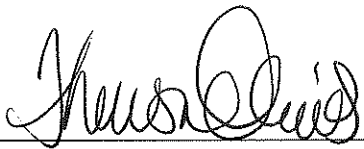
City Manager's Recommendation:

That the City Council adopt Resolution No. 2023-53-3431 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE SISTER CITY, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES."

Administrative Action:

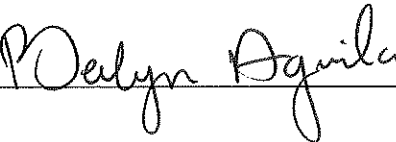
Submitted by:

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



Prepared by:

Berlyn Aguila, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

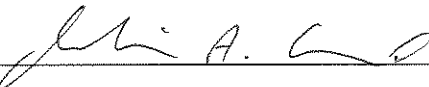
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 26, 2023, Grace L. Cox, on behalf of Irwindale Sister City, submitted a request to waive the rental fees for using the Irwindale Community Center on Friday, July 14, 2023, and Friday, July 21, 2023.

The City of Irwindale's Fee Adjustment Policy provides that Community Center facility use fees may be waived or reduced for applicants meeting the following criteria:

1. Recognized by the IRS as a non-profit or charitable organization, organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes, which has its principal meeting place within the City and has been organized and established in the City for a minimum continuous period of one year preceding the fee waiver application; and
2. Where it can be shown, through documentary proof, a financial hardship exists; or
3. Where the fee waiver would serve a public purpose by demonstrating that the use of the City facility will benefit the community.

The Irwindale Sister City is a 501(c)(3) non-profit organization that fosters positive civic betterment and city diplomacy by promoting the continued relationship between the City of Irwindale and the Sister City of Salvatierra, Guanajuato. The Irwindale Sister City has been established within the City for more than one year, has its principal meeting place or office within the City, and holds a biannual event within the City.

The applicant's request to waive facility rental fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by recognizing that the non-profit organization of Irwindale Sister City is currently dealing with financial hardship and their use of the facility will benefit the community. The facility waiver will reduce the costs of the scheduled events and provide relief to the organization.

Fiscal Impact:

The approval of this item will result in a loss of \$720.00 to the Fiscal Year 2023-2024 General Fund.

Attachments:

1. Resolution No. 2023-53-3431
2. Application for Fee Adjustment of City Rental Facilities
3. Fee Adjustment Policy for City Rental Facilities

RESOLUTION NO. 2023-53-3431

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, APPROVING A FEE WAIVER FOR IRWINDALE SISTER CITY,
A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY
RENTAL FEES**

WHEREAS, Irwindale Sister City has submitted a fee waiver request for the use of the Irwindale Community Center for a biannual event on July 14, 2023, and July 21, 2023; and

WHEREAS, Irwindale Sister City is a 501(c)(3) non-profit organization that fosters positive civic betterment and city diplomacy between the City of Irwindale and Salvatierra, Guanajuato; and

WHEREAS, this event qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy for City Rental Facilities" insofar as it is a non-profit organization established and with its principal place of business within the City of Irwindale that is currently dealing with financial hardship and its use of the facility will provide a benefit to the community.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby finds that the Irwindale Sister City qualifies for a fee waiver in accordance with the City of Irwindale's Fee Adjustment Policy and waives the Community Center facility rental fee of \$720.00 for the Irwindale Sister City's use of the Community Center on July 14, 2023, and July 21, 2023. The City Council hereby finds that the fee waiver serves a valid public purpose, in that the Irwindale Sister City is a 501(c)(3) non-profit organization within the City of Irwindale that fosters positive civic betterment and city diplomacy by promoting the continued relationship between the City of Irwindale and the Sister City of Salvatierra, Guanajuato and therefore provides an ongoing benefit to the community.

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

PASSED, APPROVED, and ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-53-3431 was adopted at a regular meeting of the Irwindale City Council held on the 28th day of June 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



Interoffice Memo

Date: April 26, 2023
To: Julian Miranda, City Manager
From: Eloise Beltran, Senior Center Manager
CC: Elizabeth Rodriguez, Public Service Director
Re: Request for Waiver of Fees – Irwindale Sister City

Per City of Irwindale Fee Adjustment Policy for City Rental Facilities, approved and adopted by the Irwindale City Council May 22, 2019, the following information and recommendation is provided as relates to the subject request:

Date of Use: July 14 and July 21, 2023

Facility: Community Center

Fee: \$ 720.00

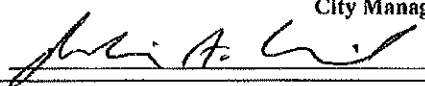
Recommendation: Approve the Fee Waiver

1. Applicant is a:

- ☐ Irwindale Resident; or
 - Proof of residency (i.e. resident ID card, utility bill)
- ☒ Non-profit organization
 - Copy of 501(c)3
 - Principal meeting place, office, or place of worship with the City for a minimum of 1 year.

2. Documentary Proof:

- ☐ Financial Hardship – Resident;
- ☒ Financial Hardship – Non-profit organization; or
- ☐ Serves a public purpose (must also check one of the boxes below):
 - ☐ Benefits the community by (must also check one of the boxes below):
 - ☐ Supports civic or community programs for the City's residents or business; or
 - ☐ Provides financial assistance to the City's residents or businesses
 - ☐ Provides a public service or otherwise promotes public health and safety and welfare (must also select one of the boxes below):
 - ☐ Health care;
 - ☐ Counseling services;
 - ☐ Abatement of dangerous or unhealthful living conditions;
 - ☐ Transportation needs of residents;
 - ☐ Nutrition needs of residents; or
 - ☐ Educational assistance

City Manager Approval:	
City Manager: 	Date: 4/27/23



Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 23-00029 Page 1 of 10
Contract Date: 04/26/2023
Use Type: Senior Center Facility Rentals
Description: Party
Registrar: Rebecca Bardales
Phone: [REDACTED]
Email: [REDACTED]

Customer Irwindale Sister City
Grace Cox
[REDACTED]

Rental Information

Location: Community Room @ Irwindale Community Center
16102 Arrow Hwy, Irwindale
Baldwin Park, CA 91706

Total Hours: 16.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
7/14/2023	Fri	3:00 PM - 5:00 PM	Community Center (Clean up / set up) Hourly (Head Count: 72)	2.00	Hours	\$20.00	\$40.00	\$0.00
7/14/2023	Fri	5:00 PM - 10:00 PM	Community Center (Event) Hourly (Head Count: 72)	5.00	Hours	\$60.00	\$300.00	\$0.00
7/14/2023	Fri	10:00 PM - 11:00 PM	Community Center (Clean up / set up) Hourly (Head Count: 72)	1.00	Hour	\$20.00	\$20.00	\$0.00
7/14/2023	Fri	3:00 PM - 5:00 PM	Community Center (Clean up / set up) Hourly (Head Count: 72)	2.00	Hours	\$20.00	\$40.00	\$0.00
7/14/2023	Fri	5:00 PM - 10:00 PM	Community Center (Event) Hourly (Head Count: 72)	5.00	Hours	\$60.00	\$300.00	\$0.00
7/21/2023	Fri	10:00 PM - 11:00 PM	Community Center (Clean up / set up) Hourly (Head Count: 72)	1.00	Hour	\$20.00	\$20.00	\$0.00

Billing/Payment Summary

Invoice#	Due Date	Total	Amount Paid	Balance Due
Sec Deposit	04/26/2023	\$300.00	\$300.00	\$0.00
Total		\$300.00	\$300.00	\$0.00

Total Hours	16.00
Total Fees	\$720.00
Total Sec Dep	\$300.00
Total Tax	\$0.00
Rental Total	\$1,020.00

Rental Terms and Conditions

City of Irwindale Facility Use Agreement

Policy Statement

The City of Irwindale ("City") Community Center and Mission Historical Site are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this Facility Use Agreement ("Agreement") to provide use regulations and application and scheduling procedures to accommodate groups that wish to use these City facilities.



Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 23-00029 Page 2 of 10
Customer: Irwindale Sister City - Grace Cox

The person signing this Agreement, and organization on whose behalf this Agreement is entered into (collectively the "Applicant"), are jointly responsible for compliance with the terms and conditions of this Agreement. All Applicants are required to read, complete, and sign this Agreement and initial on the bottom of each page where designated. A person who is at least eighteen (18) years of age must sign this Agreement. If Alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement.

Name of Facility to be Used

☒ Irwindale Community Center: 16102 Arrow Highway, Irwindale, CA 91706

☐ Irwindale Mission Historical Site: 16239 Arrow Highway, Irwindale, CA 91706

Reservations

1. Reservations for a City facility may be made up to 1 year prior to the event but no later than 10 working days before the event.
2. Any reservation made 6 months or more prior to the function requires a \$50.00 pre-registration deposit in addition to the refundable deposit amounts. The \$50.00 shall be forfeited if function is cancelled; otherwise the \$50.00 shall be applied toward the refundable deposit.
3. While an Applicant may make reservation, a City facility is not deemed rented until (1) Applicant delivers to the City this signed Agreement, rental fees, deposit, certificate of insurance by the city; and (2) the city, in its sole discretion, approves such rental.
4. Applicant must provide all information as may be required by the City's Department of Senior Services ("Department") to assure compliance with the requirements and regulations of this Agreement.
5. Applicants acknowledges that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property.
6. Prior to the use of the facility, the application must have approval of the Department's designated representative.
7. Proof of residency is required at the time of application in order to receive the resident rate.
8. This facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

Initials 

Security Deposit and Payments

1. An Applicant will be required to pay a security deposit in an amount that will promote use of the City's facilities in an orderly manner without damage to the facilities. Security deposits will be



Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 23-00029

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Customer: Irwindale Sister City - Grace Cox

refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean-up is required.

2. The Applicant must sign the return deposit verification form at the beginning and end of the rental function. The refundable deposit is forfeited if:
 - a. The Applicant fails to accompany the City employee and security officer(s) during the walk through at the beginning and conclusion of the function, or is not present during the scheduled function; or
 - b. The City's facility custodian is unable to clear and lock the facility at the time the function is scheduled to end due to the actions or in-actions of Applicant; or
 - c. The Applicant occupies the facility at a time other than that requested on his/her/it's application, causing the City's facility custodian on duty to work unscheduled hours; or
 - d. The Facility is damaged in any way, including damaged, broken and/or missing equipment, graffiti, vandalism, or similar damage; or
 - e. The Facility, parking lot, city vehicles or any other city owned property is damaged or left in an unacceptable manner.

3. Below are the current deposit rates:

Community Center (Kitchen Included)

Refundable deposit	\$300.00
Set-up and clean up time	\$20.00/Hour
Rental - Irwindale Resident/City employee	\$60.00
Rental- Non Resident	\$120.00

MISSION HISTORICAL SITE

Refundable deposit	\$200.00
Set up and clean up time	\$20.00/Hour
Irwindale Resident/City employee	\$50.00/Hour
Non resident	\$100.00/Hour
Security	\$35.00/Hour

Contact security company directly to arrange for certificate of security.

4. All applicants, regardless of status, must pay the applicable refundable deposit. However, the City Manager may, in the best interest of the City, waive any portion or all fees for non-profit or community-based organizations.
5. All refundable deposits to be refunded will be paid by a City check to applicant stated on the application within 30 days.
6. A \$10.00 Cancellation Service Charge shall be assessed if the function is cancelled 60 days or more prior to function date. If the cancellation is made less than 60 days prior to the function, a \$100.00 cancellation fee will be charged.
Rental fees are to be paid no less than 15 working days prior to decoration and/or function date. Fees received less than 15 working days prior to decoration and/or function date must be made in cash and a 10% per day penalty will be charge on the rental balance.
8. If paying fees by check, the name on the check must match the name stated on



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the application.

Initials *gc*

Regulations Restrictions

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

1. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than \$1,000,000 per occurrence of commercial general liability insurance.
2. Insurance is available at the following estimated rates (City will provide quote for insurance, based on type of rental and number of rental days requested):

INSURANCE

No alcohol	\$87.00/day
With alcohol	\$258.00/day

3. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus \$10.00 administrative fee.
4. The City shall require the applicant to carry general liability insurance when alcohol is available. The City shall require a full liquor liability premium in addition to general liability insurance when alcohol is sold in exchange for money. The cost of the required liability insurance shall be solely borne by the Applicant.
5. To the full extent permitted by law, Applicant 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, cost, 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 use of the City's facilities provided herein by Applicant, its guest, employees, agents, subcontractors, or invites ("indemnors") and in connection therewith:
 - i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;
 - ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicants agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
 - iii. In the event the City, its officers, agents or employees is made a party to any action



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or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection the use of the City's Facilities provide herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys fees.

- iv. Application shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder.

Initials

- v. The provisions of this section do not apply to claims or liabilities occurring as a result of City's Sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from city's negligence, expect that design professionals. the indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

Alcohol.

1. The City Manager or his/her designee has the authority to approve or disapprove all applications for serving of alcoholic beverages.
2. Groups or individuals wishing to serve alcoholic beverages must submit an application at least 8 working days prior to the event.
3. If alcohol is to be sold:
 - f. The responsibility for obtaining all required permits from the California Department of Alcoholic Beverage Control ("ABC") is the duty of the Applicant and necessary when selling alcohol.
 - g. Alcoholic beverages shall be sold only by the person possessing a valid permit from ABC.
 - h. The ABC permit must be displayed over the bar throughout the activity/event.
 - i. Services, sale and consumption may be permitted only at those events for which the ABC so specifies.
4. Bring your own (B.Y.O.B.) events are prohibited.
5. **No glass bottles or containers will be allowed (other than champagne services). all Champagne bottles must be opened in the kitchen.**
6. No unused or leftover alcoholic beverages shall be allowed to remain on the premises.
7. For purposes of the Irwindale Mission Historical Site, Alcohol may only be served outside.

Alcohol is not allowed when an event is designated for minors such as school age award programs
9. No alcoholic beverage shall be served to any person less than 21 years of age.



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Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.

10. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. violators are subject to criminal prosecution, and reported violators will be denied approval of subsequent request to use a City facility.
11. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
12. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the city or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

Initials

C. Security and supervision.

1. Security is required when alcohol or music (live band, DJ, instrumental, etc.) is included at the function. a Personal radio or boom box is excluded from the definition of music.
2. Security shall be provided by a private security company agency approved by the city. Applicant shall be responsible for procuring and paying for said security officers. Security officers are required to remain at the City facility one-half longer than the event time to ensure the premises are cleared and secured.
3. Applicant is solely responsible for supervising all individuals at the City facility and adjoining property during the event. The City is not responsible for providing this supervision.
4. When alcohol is served, there shall be at least one security guard present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain one-half hour longer than the event. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the police are called, the cost of their services be deducted from the applicant's security deposit. The Applicant will be billed for any costs exceeding the security deposit.

Initials

D. Set-Up, Clean-Up, and Decorations.

1. Applicant and his/her/it's agents, including caterers, bands, transportation of rental



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- equipment, and related individuals, will not be permitted access to the Facility prior to or after the event time period approval by the City. Applicant shall not prepare or decorate the Facility prior to the event start time, unless applicant provides rental fees, deposits, and insurance for the time of the preparation and /or decoration.
2. Applicant shall be responsible for arranging access during the time requested for entry and exit of the facility.
 3. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No decoration are to be hung on sprinklers.
 4. The use of rice, birdseed, confetti, glitter, silly string, or candles is prohibited.
 5. Applicant shall be responsible for clean-up of the entire facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and liter. Applicant shall also leave all fixtures, if any, in good working condition.
 6. The Community Center kitchen should be cleaned and wiped down. Applicant is not to mop floors in the dining room, kitchen, foyer or bathrooms.
 7. Tables should be wiped down. Tables and chairs are to remain where they are. Applicant is not to fold and/or stack tables or chairs. Decorations are to be taken down and removed. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City.
 10. Cleanup must be completed prior to 12:00 midnight of the facility date. The Community Center should be cleaned one hour prior the ending of the function. If you feel one hour is not sufficient, please allow more time.

Initials 

E. Kitchen Use, Equipment, and Accessories.

1. An Applicant using the community Center kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
2. Requests for table and chairs arrangements must be submitted the Monday preceding the rental function or the room set up will be made at the discretion of the City.
3. Applicant shall not remove, relocate, or take any City property outside of the Facility for any reason without the prior written approval of the City.
4. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Applicant, at its own cost, may bring these systems into the Facility for their use.
5. All music equipment must be contained within the enclosed walls if either the Community Center and/or the Mission.

F. Miscellaneous.



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1. Smoking is prohibited in all City facilities including restrooms and within 20 feet of all entrances.
 2. Facilities and equipment are to be in the same condition as they were prior to the rental. The Applicant is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the Applicant to see that unauthorized portions of the facility are not use. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
 3. No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that excluded a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
 4. Private groups wishing to collect fees, donations or admission charge, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
 5. The posted occupancy of City facilities shall not be exceeded.
 6. Storage space will not be granted at any time.
 7. A City facility is available for rental seven days a week, between the hours of 7:00am - 12:00 Midnight. Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Thanksgiving.
 8. All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department, and all applicable City, State and Federal laws, rules and regulations.
 9. Minors must remain in the rented facility room and shall not be allowed to roam.
 10. Any intended use of outside vendors must be disclosed in the application and if permitted shall comply with applicable in the application and if permitted shall comply with applicable insurance requirements.
- Initials 
11. No open flames are permitted including the use of candles.
 12. Maximum capacity is 100 people for assembly at the Community Center.
 13. Seating capacity for dining at the Community Center is 72 people.
 14. No animals are permitted at the Facility, with the exception of service animals.
 15. No one is permitted upstairs or in the elevator at the Community Center.
 16. Be advised that guests are not allowed in the flower beds and are not to be throwing items into the Community Center fountain.
 17. The Mission may not, under any circumstances, be used for regular church services. It may be rented, as are other City Facilities, for specific events such as parties,



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- weddings, meetings, wakes, christenings, etc.
18. Applicant acknowledges the limited parking at the mission. Adequate measures to ensure sufficient parking may be imposed. Failure to provide adequate parking and/or disruption of the neighborhood may result in termination of the event.
 19. Applicant acknowledges that the mission is located adjacent to a residential neighborhood. Loud noise must be controlled. Receipt of noise complaints by the City may subject the event to immediate termination.
 20. The City is not responsible for lost or stolen items.
 21. Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility.
 22. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
 23. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
 24. Applicant shall be responsible for securing all required permits and licenses.

NOTE: The City of Irwindale requires all renters to comply with the most up-to-date Los Angeles County Department of Public Health guidelines relating to COVID-19, including face coverings.

Initials GC

Any Violation of the above or any part of this Agreement or report of false information to the City of Irwindale may refuse Applicant from further use of the facility and deny further requests for a period of up to two (2) years at the discretion of the City Manager or his/her designee. Moreover, Applicant shall forfeit a portion of or all of the rental fee and/or the deposit.

Signature _____

Contact Information

Facility Reservations



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Contact the Irwindale Senior Center to check Facility availability, and to submit application, insurance, licenses and payment.

Irwindale Senior Center-(626)430-2283
16116 Arrow Highway, Irwindale, CA 91706

Security Information

The following private security firm licensed by the City of Irwindale provides security for rental purposes:

E & C Security (626) 420-9110 or (626) 383-6078
722 E. Workman Lane Suite D, CA 91723

Absolute International Security (626) 858-7188
5155 Irwindale Ave., CA 91706

Certificate of Insurance

A Certificate of insurance quote/certificate can be obtained through the City of Irwindale Senior Center utilizing the following special event insurance company:

Alliant-Special Event Insurance Services - (800) 821-9283
1301 Dove Street, Suite 200, Newport Beach, CA 92660

ABC Licence

ABC-Alcoholic Beverage Control-(626)256-3241
222 E. Huntington Dr., Ste 114, Monrovia, CA 91016

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

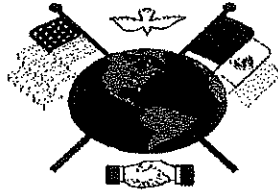
Print Name: GRACE L. COX

Organization: IRWINDALE SISTER CITY

Address: PO BOX 2023

Telephone: [REDACTED]

Date: APRIL 26, 2023



CITY OF IRWINDALE-SALVATIERRA, GUANAJUATO, MEXICO

A SISTER CITY INCORPORATION

P.O. BOX 2023

IRWINDALE, CA 91706

To the Honorable Mayor H. Manuel Ortiz, Mayor Pro Tem Albert F. Ambriz, Councilmember Larry G. Burrola, Councilmember Manuel R. Garcia, and Councilmember Mark A. Breceda,

It's that time of year and the Irwindale Sister City Incorporation, (SCI) is planning its bi-annual Sister City Exchange Program, in which we host families from Irwindale's sister city, (Salvatierra, Guanajuato, Mexico).

The dates of our two events are Friday, 07/14/2023 and Friday, 07/21/2023. We as a nonprofit organization are contacting businesses in the City of Irwindale and surrounding cities, in hopes of receiving donations, use of City of Irwindale facilities and/or prizes to help support our event.

We are requesting the City of Irwindale to donate and/or waive the fees for use of the Irwindale Community Center on Friday, 07/14/2023, and Friday, 07/21/2023. It would show great citizen diplomacy and the importance of maintaining sister city relationships/bonds with the City of Salvatierra. All facility usage, donations and/or prizes will be used for our Sister City events. Irwindale Sister City Incorporation, (SCI) will still hire security and obtain insurance to comply with all city rules and regulations regarding the Irwindale Community Center.

We apologize for the short notice, but we had just finalized plans for this event approximately a couple of weeks ago. We have been working frantically to get everything needed to make this event a successful one. If City of Irwindale can comply with this request, please contact Irwindale Sister City Board Member Marguerite S. Lopez-Saplen at [REDACTED]

The Irwindale Sister City Incorporation, (SCI) is an IRS 501 (C) (3) tax-exempt organization, Employer Identification Number, (EIN): [REDACTED]

I thank you in advance, Ways & Means Board Member Marguerite S. Lopez-Saplen.



CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for Rental Facilities" to encourage the residents of Irwindale and not-for-profit organizations located in the City to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents and not-for-profit organizations located in the City that meet the criteria below.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale and not-for-profit organizations located in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

- A. Community Center facility use fee
- B. Our Lady of Guadalupe Mission facility use fee
- C. Dan Diaz Recreation Banquet Room and Kitchen facility use fee
- D. Picnic Shelter facility use fee
- E. Fred Herrera Softball Field use fee
- F. Dan Diaz Recreation Facility use fee
- G. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The following criteria must be established to qualify for a fee waiver or fee reduction by the City Council:

1. Applicants for fee waivers or reductions must be:
 - a. Resident of Irwindale; or
 - b. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has a principal and permanent meeting place, office, or place of worship within the City, and has

been organized and established in the City for a minimum of period of one year, continuously, preceding the filing of a fee waiver application.

2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:

- a. A financial hardship exists as follows:

1. For an individual resident, a financial hardship may include, but not be limited to, an unexpected need of assistance arising from illness, casualty loss, or other such unforeseeable occurrence, or difficulty paying essential costs to provide for the individual's health and welfare based on income; and
 2. For a non-profit organization, a financial hardship may include a significant portion of annual revenues dedicated towards the use of the facility.

- b. Serve a public purpose by demonstrating that use of the City facility will:

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

1. Supports civic or community programs for the City's residents or businesses; or,
 2. Provides financial assistance to the City's residents or businesses.

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

1. Health care;
 2. Counseling services;
 3. Abatement of dangerous or unhealthful living or working conditions, including, but not limited to, those constituting violations of the Irwindale Municipal Code;
 4. Transportation needs of residents;
 5. Nutrition needs of residents; or
 6. Educational assistance.

III. PROCESS FOR CONSIDERATION

An Irwindale resident, individual or organization who would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City

Rental Facilities" and submit it to the City Clerk's Office. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five hundred dollars (\$500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five hundred dollars (\$500), and meets the criteria of this policy, the City Manager will agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and process along with any Facility Use Agreement or Permit Application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.



OFFICE USE ONLY:

Received By: _____

Date: _____

CITY OF IRWINDALE

APPLICATION FOR FEE ADJUSTMENT
OF CITY RENTAL FACILITIES

APPLICANT IRWINDALE SISTER CITY / GRACE COX

☐ Resident ☒ Not-for-Profit Organization*

ADDRESS PO BOX 2023
IRWINDALE, CA 91706

TELEPHONE [REDACTED] e-mail: [REDACTED]

CITY RENTAL FACILITY: IRWINDALE COMMUNITY CENTER

FEE(S) REQUESTING TO BE WAIVED: YES

STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:

WE ARE A NON-PROFIT ORGANIZATION, FINANCIAL
HARDSHIP.

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses):

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

Applicant Signature [Signature]

Date April 26, 2023

*Must provide evidence of Internal Revenue Service Non-Profit status, principal and permanent meeting place, and length of time established at this location.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL: info@theeventhelper.com INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Irwindale Sister City Grace Cox 1129 Essex St Glendora CA 91740	NAIC # 35378

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor Liability ☐ Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	3085474-M3412644	SEE BELOW 12:01 AM	SEE BELOW 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTIONS ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) (If yes, describe under DESCRIPTION OF OPERATIONS below) Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19 for the following dates: 07/14/2023 & 07/21/2023. Attendance: 75, Event Type: Social Receptions - No Admission Charge / Invite Only - Indoor and/or Outdoor. Waiver of Subrogation applies per attached CG 24 04 12 19. Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER City of Irwindale 5050 N. Irwindale Avenue Irwindale CA 91706	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Will Maddux</i>
--	---

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Irwindale, its elected officials, representatives, employees, and agents

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Irwindale, its elected officials, representatives, employees, and agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

City of
IRWINDALE
AGENDA REPORT

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Retroactively Approve a Fee Waiver for Irwindale Lions Club

City Manager's Recommendation:

That the City Council adopt Resolution No. 2023-54-3432 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES FOR MONTHLY MEETINGS BEGINNING MAY 2023 THROUGH AND INCLUDING DECEMBER 2023."

Administrative Action:

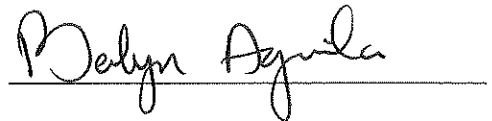
Submitted by:

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



Prepared by:

Berlyn Aguila, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

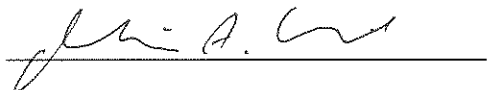
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 28, 2023, Sandra M. Pusey, on behalf of Irwindale Lions Club, submitted a request to waive the rental fees for using the Irwindale Community Center every month beginning May 2023 through and including December 2023.

The City of Irwindale's Fee Adjustment Policy provides that Community Center facility use fees may be waived or reduced for applicants meeting the following criteria:

1. Recognized by the IRS as a non-profit or charitable organization, organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes, which has its principal meeting place within the City and has been organized and established in the City for a minimum continuous period of one year preceding the fee waiver application; and
2. Where it can be shown, through documentary proof, a financial hardship exists; or
3. Where the fee waiver would serve a public purpose by demonstrating that the use of the City facility will benefit the community.

The Irwindale Lions Club is a 501(c)(3) non-profit organization established within the City of Irwindale for more than one year. It has its principal meeting place or office within the City. The Irwindale Lions Club sponsors programs and scholarships for the Irwindale community, food gift certificates for those in need, and helps fund other surrounding charities. Meetings at the Irwindale Community Center will be held on the 4th Tuesday of every month.

The applicant's request to waive facility rental fees meets the criteria for consideration of a fee waiver according to the City of Irwindale's Fee Adjustment Policy by recognizing that the non-profit organization of the Irwindale Lions Club is currently experiencing financial hardship due to a decrease in the number of memberships following the COVID-19 Pandemic. Moreover, the Lions Club provides a direct benefit to the community through its sponsorships and programs. The facility waiver will reduce the costs of the scheduled events and provide relief to the organization.

Fiscal Impact:

The approval of this item will result in a loss of \$240.00 in Fiscal Year 2022-2023 and \$720.00 in Fiscal Year 2023-2024 General Fund.

Attachments:

1. Resolution No. 2023-54-3432
2. Application for Fee Adjustment of City Rental Facilities
3. Fee Adjustment Policy for City Rental Facilities

RESOLUTION NO. 2023-54-3432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, RETROACTIVELY APPROVING A FEE WAIVER FOR IRWINDALE LIONS CLUB, A 501(C)(3) NONPROFIT ORGANIZATION, WAIVING CITY FACILITY RENTAL FEES FOR MONTHLY MEETINGS BEGINNING MAY 2023 THROUGH AND INCLUDING DECEMBER 2023

WHEREAS, Irwindale Lions Club has submitted a fee waiver request for the use of the Irwindale Community Center on a monthly basis beginning May 2023 through and including December 2023; and

WHEREAS, Irwindale Lions Club is a 501(c)(3) non-profit organization that sponsors programs and scholarships for the Irwindale community, provides food gift certificates for those in need, and helps fund other surrounding charities; and

WHEREAS, this event qualifies for a fee waiver according to the approved "City of Irwindale Fee Adjustment Policy for City Rental Facilities" insofar as it is a non-profit organization established and with its principal place of business within the City of Irwindale that is experiencing financial hardship due to a decrease in number of memberships following the COVID-19 Pandemic. Moreover, the Lions Club provides a direct benefit to the community through its sponsorships and programs.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council hereby finds that the Irwindale Lion's Club qualifies for a fee waiver in accordance with the City of Irwindale's Fee Adjustment Policy and waives the Community Center facility rental fee of \$960.00 for the Lion's Club's use of the Community Center on a monthly basis beginning May 2023 through and including December 2023. The City Council hereby finds that the fee waiver serves a valid public purpose, in that the Irwindale Lion's Club is a 501(c)(3) non-profit organization within the City of Irwindale that sponsors programs and scholarships for the Irwindale community, provides food gift certificates for those in need, and helps fund other surrounding charities, and therefore provides an ongoing benefit to the community.

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

PASSED, APPROVED, and ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-54-3432 was adopted at a regular meeting of the Irwindale City Council held on the 28th day of June 2023, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



Interoffice Memo

Date: April 28, 2023
To: Julian Miranda, City Manager
From: Eloise Beltran, Senior Center Manager
CC: Elizabeth Rodriguez, Public Service Director
Re: Request for Waiver of Fees – Lions Club

Per City of Irwindale Fee Adjustment Policy for City Rental Facilities, approved and adopted by the Irwindale City Council May 22, 2019, the following information and recommendation is provided as relates to the subject request:

Date of Use: Fourth Tuesday of every month.

Facility: Community Center

Fee: \$ 960.00

Recommendation: Approve the Fee Waiver

1. Applicant is a:

- ☒ Irwindale Resident; or
 - Proof of residency (i.e. resident ID card, utility bill)
- ☒ Non-profit organization
 - Copy of 501(c)3
 - Principal meeting place, office, or place of worship with the City for a minimum of 1 year.

2. Documentary Proof:

- ☐ Financial Hardship – Resident;
- ☒ Financial Hardship – Non-profit organization; or
- ☐ Serves a public purpose (must also check one of the boxes below):
 - ☐ Benefits the community by (must also check one of the boxes below):
 - ☐ Supports civic or community programs for the City's residents or business; or
 - ☐ Provides financial assistance to the City's residents or businesses
 - ☐ Provides a public service or otherwise promotes public health and safety and welfare (must also select one of the boxes below):
 - ☐ Health care;
 - ☐ Counseling services;
 - ☐ Abatement of dangerous or unhealthful living conditions;
 - ☐ Transportation needs of residents;
 - ☐ Nutrition needs of residents; or
 - ☐ Educational assistance

City Manager Approval:

City Manager:

Julian A. Miranda

Date:

5/2/23



CITY OF IRWINDALE

FEE ADJUSTMENT POLICY FOR CITY RENTAL FACILITIES

The City of Irwindale would like to alleviate some financial difficulties associated with using City facilities and wish to use the City facilities to serve a public purpose. To achieve this goal, the City is implementing this "Fee Adjustment Policy for Rental Facilities" to encourage the residents of Irwindale and not-for-profit organizations located in the City to participate and promote events that are beneficial to the community or otherwise provide a public service. The City will approve fee waivers or reductions for those Irwindale residents and not-for-profit organizations located in the City that meet the criteria below.

I. ADJUSTMENTS ARE AVAILABLE FOR THE FOLLOWING FEES

To achieve the City's goal of assisting the residents of Irwindale and not-for-profit organizations located in the City, the following fees are available for waiver or reduction in an amount deemed appropriate by the City Council or the City Manager pursuant to the criteria in this Policy:

- A. Community Center facility use fee
- B. Our Lady of Guadalupe Mission facility use fee
- C. Dan Diaz Recreation Banquet Room and Kitchen facility use fee
- D. Picnic Shelter facility use fee
- E. Fred Herrera Softball Field use fee
- F. Dan Diaz Recreation Facility use fee
- G. Any other public facility as the City Manager or City Council, as appropriate, may approve

II. CRITERIA FOR CONSIDERATION

The following criteria must be established to qualify for a fee waiver or fee reduction by the City Council:

1. Applicants for fee waivers or reductions must be:
 - a. Resident of Irwindale; or
 - b. Recognized by the Internal Revenue Service as a not-for-profit organization or charitable organization organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has a principal and permanent meeting place, office, or place of worship within the City, and has

been organized and established in the City for a minimum of period of one year, continuously, preceding the filing of a fee waiver application.

2. Fee waivers or reductions may be granted for City fees where it can be shown, through documentary proof:

a. A financial hardship exists as follows:

1. For an individual resident, a financial hardship may include, but not be limited to, an unexpected need of assistance arising from illness, casualty loss, or other such unforeseeable occurrence, or difficulty paying essential costs to provide for the individual's health and welfare based on income; and
2. For a non-profit organization, a financial hardship may include a significant portion of annual revenues dedicated towards the use of the facility.

b. Serve a public purpose by demonstrating that use of the City facility will:

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

1. Supports civic or community programs for the City's residents or businesses; or,
2. Provides financial assistance to the City's residents or businesses.

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

1. Health care;
2. Counseling services;
3. Abatement of dangerous or unhealthful living or working conditions, including, but not limited to, those constituting violations of the Irwindale Municipal Code;
4. Transportation needs of residents;
5. Nutrition needs of residents; or
6. Educational assistance.

III. PROCESS FOR CONSIDERATION

An Irwindale resident, individual or organization who would like to be considered for a fee waiver or adjustment should complete an "Application for Fee Adjustment of City

Rental Facilities" and submit it to the City Clerk's Office. The City Manager will review the request and, if it meets the criteria of this Policy, and the request is for five hundred dollars (\$500) or less, the City Manager will provide the applicant with a response within fifteen (15) days. If the City Manager's decision is adverse to the applicant, the decision can be appealed to the City Council.

If the applicant requests a fee adjustment in excess of five hundred dollars (\$500), and meets the criteria of this policy, the City Manager will agendaize the item for City Council review and consideration under the guidelines of this Policy. If the City Council finds that all the requirements have been met, the waiver will be granted and process along with any Facility Use Agreement or Permit Application. Alternatively, the City Council may reduce such fee in an amount it deems appropriate based upon its assessment of the level by which the proposed activity meets the criteria outlined in this Policy. The decision of the City Council on any fee waiver or reduction shall be final.

**OFFICE USE ONLY:**

Received By: _____

Date: _____

CITY OF IRWINDALE**APPLICATION FOR FEE ADJUSTMENT
OF CITY RENTAL FACILITIES**APPLICANT Sandra M. Pusey / Lions club☒ Resident ☒ Not-for-Profit Organization*ADDRESS 16149 Peppertree Lane
Irwindale, CA 91706TELEPHONE [REDACTED] e-mail: [REDACTED]CITY RENTAL FACILITY: Irwindale Community CenterFEE(S) REQUESTING TO BE WAIVED: All**STATEMENT OF FINANCIAL HARDSHIP AND PUBLIC PURPOSE:**We usually try to hold Fundraiser to provide our Funds to operate, but because of low
membership and the pandemic we have not been able to do that.

Evidence of financial hardship and public purpose served (to support assertion of financial hardship, attach all documents establishing current financial situation, including all bank statements, most current tax forms, and essential expenses);

By signing below, I confirm that all of the above and attached information is true and correct. By signing below I also attest to the fact that payment of City fees for the City's rental facilities is a financial hardship and will serve a public purpose.

Sandra M. Pusey
Applicant Signature4-28-23

Date

*Must provide evidence of Internal Revenue Service Non-Profit status, principal and permanent meeting place, and length of time established at this location.



Senior Center
 16116 Arrow Hwy.
 Irwindale, CA 91706
 (626)430-2283

Facility Rental Contract

Permit #: 23-00031 Page 1 of 11
 Contract Date: 04/28/2023
 Use Type: Senior Center Facility Rentals
 Description: Lions Club Meeting
 Registrar: Jade Lopez
 Phone: [REDACTED]
 Email: [REDACTED]

Customer **Irwindale Lions Club**
Sandy Pusey
[REDACTED]

Rental Information

Location: Community Room @ Irwindale Community Center
 16102 Arrow Hwy, Irwindale
 Baldwin Park, CA 91706

Total Hours: 16.00

Date	Day	Time	Description	Qty	Unit	Rate	Total	Tax
5/23/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
6/27/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
7/25/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
8/22/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
9/26/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
10/24/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
11/28/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00
12/12/2023	Tue	10:30 AM - 12:30 PM	Community Center (Event) Hourly (Head Count: 72)	2.00	Hours	\$60.00	\$120.00	\$0.00

Billing/Payment Summary

Invoice#	Due Date	Total	Amount Paid	Balance Due
Sec Deposit	04/28/2023	\$300.00	\$0.00	\$300.00
Total		\$300.00	\$0.00	\$300.00

Total Hours	16.00
Total Fees	\$960.00
Total Sec Dep	\$300.00
Total Tax	\$0.00
Rental Total	\$1,260.00

Rental Terms and Conditions

City of Irwindale Facility Use Agreement

Policy Statement

The City of Irwindale ("City") Community Center and Mission Historical Site are available to the public for civic, social, educational, athletic, cultural activities and limited commercial use. It is the intent of this Facility Use



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Facility Rental Contract

Permit #: 23-00031 Page 2 of 11
Customer: Irwindale Lions Club - Sandy Pusey

Agreement ("Agreement") to provide use regulations and application and scheduling procedures to accommodate groups that wish to use these City facilities.

The person signing this Agreement, and organization on whose behalf this Agreement is entered into (collectively the "Applicant"), are jointly responsible for compliance with the terms and conditions of this Agreement. All Applicants are required to read, complete, and sign this Agreement and Initial on the bottom of each page where designated. A person who is at least eighteen (18) years of age must sign this Agreement. If Alcohol is served, a person who is at least twenty-one (21) years of age must sign this Agreement.

Name of Facility to be Used

X Irwindale Community Center: 16102 Arrow Highway, Irwindale, CA 91706

 Irwindale Mission Historical Site: 16239 Arrow Highway, Irwindale, CA 91706

Reservations

1. Reservations for a City facility may be made up to 1 year prior to the event but no later than 10 working days before the event.
2. Any reservation made 6 months or more prior to the function requires a \$50.00 pre-registration deposit in addition to the refundable deposit amounts. The \$50.00 shall be forfeited if function is cancelled; otherwise the \$50.00 shall be applied toward the refundable deposit.
3. While an Applicant may make reservation, a City facility is not deemed rented until (1) Applicant delivers to the City this signed Agreement, rental fees, deposit, certificate of insurance by the city; and (2) the city, in its sole discretion, approves such rental.
4. Applicant must provide all information as may be required by the City's Department of Senior Services ("Department") to assure compliance with the requirements and regulations of this Agreement.
5. Applicants acknowledges that neither the City nor the Department assumes any liability for any injury or loss or damage of personal property.
6. Prior to the use of the facility, the application must have approval of the Department's designated representative.
7. Proof of residency is required at the time of application in order to receive the resident rate.
8. This facility Use Agreement and permit, which authorizes the rental of facilities, may be revoked for violation of any rental policies.

Initials DP

Security Deposit and Payments



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Facility Rental Contract

Permit #: 23-00031

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Customer: Irwindale Lions Club - Sandy Pusey

1. An Applicant will be required to pay a security deposit in an amount that will promote use of the City's facilities in an orderly manner without damage to the facilities. Security deposits will be refunded upon inspection of facilities and confirmation that no property damage has occurred or additional clean-up is required.
2. The Applicant must sign the return deposit verification form at the beginning and end of the rental function. The refundable deposit is forfeited if:
 - a. The Applicant fails to accompany the City employee and security officer(s) during the walk through at the beginning and conclusion of the function, or is not present during the scheduled function; or
 - b. The City's facility custodian is unable to clear and lock the facility at the time the function is scheduled to end due to the actions or in-actions of Applicant; or
 - c. The Applicant occupies the facility at a time other than that requested on his/her/it's application, causing the City's facility custodian on duty to work unscheduled hours; or
 - d. The Facility is damaged in any way, including damaged, broken and/or missing equipment, graffiti, vandalism, or similar damage; or
 - e. The Facility, parking lot, city vehicles or any other city owned property is damaged or left in an unacceptable manner.
3. Below are the current deposit rates:

Community Center (Kitchen included)

Refundable deposit	\$300.00
Set-up and clean up time	\$20.00/Hour
Rental - Irwindale Resident/City employee	\$60.00
Rental- Non Resident	\$120.00

MISSION HISTORICAL SITE

Refundable deposit	\$200.00
Set up and clean up time	\$20.00/Hour
Irwindale Resident/City employee	\$50.00/Hour
Non resident	\$100.00/Hour
Security	\$35.00/Hour
Contact security company directly to arrange for certificate of security.	

4. All applicants, regardless of status, must pay the applicable refundable deposit. However, the City Manager may, in the best interest of the City, waive any portion or all fees for non-profit or community-based organizations.
 5. All refundable deposits to be refunded will be paid by a City check to applicant stated on the application within 30 days.
 6. A \$10.00 Cancellation Service Charge shall be assessed if the function is cancelled 60 days or more prior to function date. If the cancellation is made less than 60 days prior to the function, a \$100.00 cancellation fee will be charged.
- Rental fees are to be paid no less than 15 working days prior to decoration and/or function date. Fees received less than 15 working days prior to decoration and/or function date must



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Customer: Irwindale Lions Club - Sandy Pusey

- be made in cash and a 10% per day penalty will be charge on the rental balance.
8. If paying fees by check, the name on the check must match the name stated on the application.

Initials 

Regulations Restrictions

All uses of City facilities will be subject to the following regulations and restrictions:

A. Insurance and Indemnification.

1. When it is deemed to be in the best interest of the general public, the City will require the Applicant to furnish a Certificate of Insurance naming the City as additionally insured. The amount of the insurance shall not be less than \$1,000,000 per occurrence of commercial general liability insurance.
2. Insurance is available at the following estimated rates (City will provide quote for insurance, based on type of rental and number of rental days requested):

INSURANCE

No alcohol	\$87.00/day
With alcohol	\$258.00/day

3. Note, if insurance is purchased from the City and Applicant cancels within 15 days of rental date, insurance will be returned minus \$10.00 administrative fee.
4. The City shall require the applicant to carry general liability insurance when alcohol is available. The City shall require a full liquor liability premium in addition to general liability insurance when alcohol is sold in exchange for money. The cost of the required liability insurance shall be solely borne by the Applicant.
5. To the full extent permitted by law, Applicant 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, cost, 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 use of the City's facilities provided herein by Applicant, its guest, employees, agents, subcontractors, or invites ("indemnors") and in connection therewith:
 - i. Applicant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;
 - ii. Applicant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the use of the City's facilities provided herein by indemnors; and Applicants agrees to save and hold the City, its officers, agents, and employees



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harmless therefrom;

- iii. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Applicant for such damages or other claims arising out of or in connection the use of the City's Facilities provide herein, Applicant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys fees.
- iv. Application shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from use of the City's facilities hereunder.

Initials

- v. The provisions of this section do not apply to claims or liabilities occurring as a result of City's Sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from city's negligence, expect that design professionals. the indemnity obligation shall be binding on successors and assigns of Applicant and shall survive termination of this Agreement.

Alcohol.

1. The City Manager or his/her designee has the authority to approve or disapprove all applications for serving of alcoholic beverages.
2. Groups or individuals wishing to serve alcoholic beverages must submit an application at least 8 working days prior to the event.
3. If alcohol is to be sold:
 - f. The responsibility for obtaining all required permits from the California Department of Alcoholic Beverage Control ("ABC") is the duty of the Applicant and necessary when selling alcohol.
 - g. Alcoholic beverages shall be sold only by the person possessing a valid permit from ABC.
 - h. The ABC permit must be displayed over the bar throughout the activity/event.
 - i. Services, sale and consumption may be permitted only at those events for which the ABC so specifies.
4. Bring your own (B.Y.O.B.) events are prohibited.
5. **No glass bottles or containers will be allowed (other than champagne services). all Champagne bottles must be opened in the kitchen.**
6. No unused or leftover alcoholic beverages shall be allowed to remain on the premises.
7. For purposes of the Irwindale Mission Historical Site, Alcohol may only be served outside.
8. Alcohol is not allowed when an event is designated for minors such as school age



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Customer: Irwindale Lions Club - Sandy Pusey

- award programs
9. No alcoholic beverage shall be served to any person less than 21 years of age. Injuries caused to any person as a result of alcoholic beverages being served to or consumed by someone under the age of 21 while on the City's premises, shall be the sole responsibility of the organization or individual renting the facility.
 10. The distribution or consumption of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the ABC. violators are subject to criminal prosecution, and reported violators will be denied approval of subsequent request to use a City facility.
 11. Any organization using City facilities shall be solely responsible for obtaining all permits or licenses relating to the distribution and consumption of alcoholic beverages on the premises.
 12. Alcohol may only be served by an adult 21 years of age or older. If evidence is found that alcohol is being served that was not authorized by the city or to a minor the Police will be notified and the event will be terminated and all fees and deposits will be forfeited.

Initials SP

C. Security and supervision.

1. Security is required when alcohol or music (live band, DJ, instrumental, etc.) is included at the function. a Personal radio or boom box is excluded from the definition of music.
2. Security shall be provided by a private security company agency approved by the city. Applicant shall be responsible for procuring and paying for said security officers. Security officers are required to remain at the City facility one-half longer than the event time to ensure the premises are cleared and secured.
3. Applicant is solely responsible for supervising all individuals at the City facility and adjoining property during the event. The City is not responsible for providing this supervision.
4. When alcohol is served, there shall be at least one security guard present at the facility at all times. The guards must arrive 30 minutes before guest arrival time and remain one-half hour longer than the event. The parking lot must be monitored every 30 minutes. The security guards shall have the authority to enforce all rules and regulations governing facility rentals. In the event that the police are called, the cost of their services be deducted from the applicant's security deposit. The Applicant will be billed for any costs exceeding the security deposit.

Initials _____

D. Set-Up, Clean-Up, and Decorations.



Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 23-00031

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Customer: Irwindale Lions Club - Sandy Pusey

1. Applicant and his/her/it's agents, including caterers, bands, transportation of rental equipment, and related individuals, will not be permitted access to the Facility prior to or after the event time period approval by the City. Applicant shall not prepare or decorate the Facility prior to the event start time, unless applicant provides rental fees, deposits, and insurance for the time of the preparation and /or decoration.
2. Applicant shall be responsible for arranging access during the time requested for entry and exit of the facility.
3. Applicant shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No decoration are to be hung on sprinklers.
4. The use of rice, birdseed, confetti, glitter, silly string, or candles is prohibited.
5. Applicant shall be responsible for clean-up of the entire facility, including adjacent grounds, at the end of the rental. Applicant shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and liter. Applicant shall also leave all fixtures, if any, in good working condition.
6. The Community Center kitchen should be cleaned and wiped down. Applicant is not to mop floors in the dining room, kitchen, foyer or bathrooms.
7. Tables should be wiped down. Tables and chairs are to remain where they are. Applicant is not to fold and/or stack tables or chairs.
8. Decorations are to be taken down and removed.
9. Applicant shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City.
10. Cleanup must be completed prior to 12:00 midnight of the facility date. The Community Center should be cleaned one hour prior the ending of the function. If you feel one hour is not sufficient, please allow more time.

Initials

E. Kitchen Use, Equipment, and Accessories.

1. An Applicant using the community Center kitchen shall furnish dishes, silverware, cooking utensils, all paper products, towels, soap, etc.
2. Requests for table and chairs arrangements must be submitted the Monday preceding the rental function or the room set up will be made at the discretion of the City.
3. Applicant shall not remove, relocate, or take any City property outside of the Facility for any reason without the prior written approval of the City.
4. The City does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Applicant, at its own cost, may bring these systems into the Facility for their use.
5. All music equipment must be contained within the enclosed walls if either the Community Center and/or the Mission.



Senior Center
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Facility Rental Contract

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Customer: Irwindale Lions Club - Sandy Pusey

F. Miscellaneous.

1. Smoking is prohibited in all City facilities including restrooms and within 20 feet of all entrances.
2. Facilities and equipment are to be in the same condition as they were prior to the rental. The Applicant is responsible to pay for any damage to property or loss of property. A fee equal to total replacement cost will be charged. It shall be the responsibility of the Applicant to see that unauthorized portions of the facility are not use. Continued or repeated use of City facilities will be contingent upon care of the facility, property and equipment, and observance of all approved rules and regulations.
3. No gambling of any kind shall be conducted on, or in, City facilities, and the Applicant shall ensure that no disorderly or illegal conduct shall be allowed in any facility. Charitable events and/or fundraisers in support of non-profit organizations that excluded a "Casino Night" or similar event where no monies are wagered are excluded from this prohibition.
4. Private groups wishing to collect fees, donations or admission charge, or those using the facility to market a product, give a presentation, or advertise their business, will be considered commercial users.
5. The posted occupancy of City facilities shall not be exceeded.
6. Storage space will not be granted at any time.
7. A City facility is available for rental seven days a week, between the hours of 7:00am - 12:00 Midnight. Facilities are not available for reservations on the following holidays: Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Thanksgiving.
8. All persons using the facilities shall observe and obey regulations of this policy, the rules of the Department, and all applicable City, State and Federal laws, rules and regulations.
9. Minors must remain in the rented facility room and shall not be allowed to roam.
10. Any intended use of outside vendors must be disclosed in the application and if permitted shall comply with applicable in the application and if permitted shall comply with applicable insurance requirements.
11. No open flames are permitted including the use of candles.
12. Maximum capacity is 100 people for assembly at the Community Center.
13. Seating capacity for dining at the Community Center is 72 people.
14. No animals are permitted at the Facility, with the exception of service animals.
15. No one is permitted upstairs or in the elevator at the Community Center.
16. Be advised that guests are not allowed in the flower beds and are not to be throwing items into the Community Center fountain.
17. The Mission may not, under any circumstances, be used for regular church services.

Initials 



Senior Center
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Facility Rental Contract

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Customer: Irwindale Lions Club - Sandy Pusey

It may be rented, as are other City Facilities, for specific events such as parties, weddings, meetings, wakes, christenings, etc.

18. Applicant acknowledges the limited parking at the mission. Adequate measures to ensure sufficient parking may be imposed. Failure to provide adequate parking and/or disruption of the neighborhood may result in termination of the event.
19. Applicant acknowledges that the mission is located adjacent to a residential neighborhood. Loud noise must be controlled. Receipt of noise complaints by the City may subject the event to immediate termination.
20. The City is not responsible for lost or stolen items.
21. Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility.
22. The City of Irwindale may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
23. The facility shall be used for the purpose stated in this Agreement and no other use will be permitted.
24. Applicant shall be responsible for securing all required permits and licenses.

NOTE: The City of Irwindale requires all renters to comply with the most up-to-date Los Angeles County Department of Public Health guidelines relating to COVID-19, including face coverings.

Initials _____

Any Violation of the above or any part of this Agreement or report of false information to the City of Irwindale may refuse Applicant from further use of the facility and deny further requests for a period of up to two (2) years at the discretion of the City Manager or his/her designee. Moreover, Applicant shall forfeit a portion of or all of the rental fee and/or the deposit.

Signature _____

Contact Information



Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 23-00031 Page 10 of 11
Customer: Irwindale Lions Club - Sandy Pusey

Facility Reservations

Contact the Irwindale Senior Center to check Facility availability, and to submit application, insurance, licenses and payment.

Irwindale Senior Center-(626)430-2283
16116 Arrow Highway, Irwindale, CA 91706

Security Information

The following private security firm licensed by the City of Irwindale provides security for rental purposes:

E & C Security (626) 420-9110 or (626) 383-6078
722 E. Workman Lane Suite D, CA 91723

Absolute International Security (626) 858-7188
5155 Irwindale Ave., CA 91706

Certificate of Insurance

A Certificate of insurance quote/certificate can be obtained through the City of Irwindale Senior Center, utilizing the following special event insurance company:

Alliant-Special Event Insurance Services - (800) 821-9283
1301 Dove Street, Suite 200, Newport Beach, CA 92660

ABC Licence

ABC-Alcoholic Beverage Control-(626)256-3241
222 E. Huntington Dr., Ste 114, Monrovia, CA 91016

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Print Name: Sandra M Pusey

Organization: Irwindale Lion's Club

Address:

Telephone:



Senior Center
16116 Arrow Hwy.
Irwindale, CA 91706
(626)430-2283

Facility Rental Contract

Permit #: 23-00031 **Page 11 of 11**
Customer: Irwindale Lions Club - Sandy Pusey

Date: _____

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

City of
IRWINDALE
AGENDA REPORT

Date: June 28, 2023

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Award of Contracts for Construction and Construction/Project Management, Inspection and Construction Surveying Services for the Irwindale Park Improvements Project Phase IV & V; P-1011

Director of Engineering/Building Official's Recommendation:

That the City Council:

- (1) authorize the Assistant City Manager to enter into an agreement with Simgel Co Inc. in the amount of \$4,720,000.00 for the Irwindale Park Improvements Project Phase IV & V;
- (2) approve a 20% project contingency in the amount of \$944,000.00 to cover any unforeseeable conditions that may arise during construction;
- (3) authorize the Assistant City Manager to enter into an agreement with Z&K Consultants in the amount of \$242,405.00 for Construction/Project Management, Inspection and Construction Surveying Services;
- (4) approve a 15% contingency for consultant services in the amount of \$36,361.00 to cover any unforeseeable conditions that may arise during construction; and
- (5) adopt Resolution No. 2023-57-3435 entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE TRANSFER OF CAPITAL IMPROVEMENT FUNDS, AND APPROPRIATING \$2,650,000.00 FROM THE GENERAL FUND RESERVES, FOR THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011"

Administrative Action:

Submitted by:

Eddie Chan
Director of Engineering/Building Official

Electronically approved by
Director of Engineering/
Building Official

Prepared by:

Luis Pimentel, Associate Engineer
(626) 430-2259

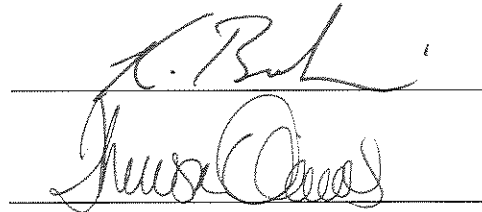
Electronically approved by
Associate Engineer

Reviewed by:
Adrian R. Guerra, City Attorney

Electronically approved by
City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

Approved by:
Theresa Olivares, Assistant City Manager



Background and Analysis:

The project for Irwindale Park Improvements Project Phase IV & V ("Project") is identified in the City's Capital Improvement Program (CIP). The Project will provide ADA accessibility and compliance, renovate and reconstruct two (2) restroom facilities and a picnic/BBQ shelter, install one (1) new picnic shelter, and irrigation, amenities and landscaping.

The plans and specifications for this project were approved by the City Council on September 14, 2022. The project was advertised on January 17, January 24 and January 31, 2023 in the San Gabriel Valley Tribune Newspaper and in 4 online publications.

On May 3, 2023, the City received eleven (11) bids with the following results:

	Contractor	Bid 1	Comments
1	Simgel Co. Inc.	\$4,720,000.00	
2	Legion Contractors, Inc.	\$4,778,000.00	
3	Yakar	\$5,187,500.00	
4	ACE CD Inc.	\$5,582,714.70	
5	RT Contractor Group	\$5,604,900.00	
6	D.F. Perez Construction, Inc.	\$6,078,283.00	
7	Newman Midland Corp.	\$6,372,000.00	
8	Environmental Construction, Inc.	\$6,428,242.00	
9	NR Development, Inc	\$7,487,149.00	
10	Kasa Construction, Inc.	\$7,725,000.00	
11	Nationwide General Construction Services	\$7,339,975.00	Disqualified, not on plan holders list.

Staff reviewed the bid proposals and found Simgel Co Inc. to be the lowest responsible bidder and recommends they be awarded the contract for this project.

On January 31, 2023, staff issued a Request for Proposal (RFP) to various engineering and project management firms soliciting proposals for construction/project management and inspection, labor compliance oversight and construction surveying services for this project.

The following is a summary of responses to the City's RFP:

Firm	Fee	Ranking
Z&K Consultants, Inc	\$ 242,405.00	1
Transtech Inc.	\$ 292,450.00	2

FCG Consultants

\$ 337,327.48

3

Staff evaluated each proposal received and applicants were ranked based on technical competency, project understanding, relevant experience, availability, schedule, project history, and general professionalism.

Z&K Consultants, Inc was determined to be the most qualified firm for the project and staff is recommending they be awarded the contract.

Therefore, Staff is recommending that the City Council approve the proposed agreements with Simgel Co Inc. and Z&K Consultants, Inc. for the Irwindale Park Improvements Project Phase IV & V.

Fiscal Impact:

In the Fiscal Year 2022-2023 Adopted Budget, the City Council approved \$2,300,000 for Capital Improvements Project ("CIP") No. 8243 (Irwindale Park improvement IV & V.) Also, the remaining balance of \$1,040,068.83 from CIP No. 8231, (Irwindale Park Improvement Phase IIB) will need to be transferred to CIP Project No. 8243 bringing the total available amount to \$3,311,432.85. Additional funding of \$2,650,000 from the General Fund Reserve is now being requested to start this project.

Attachments:

- Contract Agreement for Construction
- Contract Service Agreement for Construction/Project Management and Inspection, Labor Compliance Oversight and Construction Surveying Services
- Resolution 2023-57-3435

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
SIMGEL CO INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 28th day of June, 2023, by and between the City of Irwindale, a California charter city (“**City**”) and Simgel Co Inc., 2035 Westwood Blvd #212, Los Angeles, CA 90025 (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled **Irwindale Park Phase IV & V Improvements Project; P-1011** (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all

applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

The provisions of the 2021 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

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

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

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

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

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

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

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.6 Discovery of Unknown Conditions.

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

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

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

contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Unidentified Utilities.

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

1.8 Trench Excavation.

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

1.9 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.10 Warranty.

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

1.11 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works Engineering or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works Engineering or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to twenty percent (20%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.12 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed Four Million Seven Hundred Twenty Thousand Dollars (\$4,720,000.00) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

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

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

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code

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

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

2.4 Retention.

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

2.5 Waiver.

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

2.6 Substitution of Securities.

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

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project by May 31, 2024, after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Four Hundred and Fifty Dollars (\$450.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

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

4.1 Representatives and Personnel of Contractor.

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

(Title)

4.2 Status of Contractor.

4.3 Project Manager.

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authority, if specified in writing by the City's Director of Public Works Engineering or City Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has

not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

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

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

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

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

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly

excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

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

5.2 General Insurance Requirements.

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

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

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

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

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

5.3 Indemnification.

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Payment Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

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

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

(b) the Project has been accepted; and

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use,

reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

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

7.3 Suspension and Termination.

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

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

7.4 Dispute Resolution Process.

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

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

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

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

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

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

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

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

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

(iv) Statement of grounds for the claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

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

9.2 Notices.

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

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating

to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California
charter city

Theresa Olivares, Assistant City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

Simgel Co Inc.

*By: _____

Name: Emanuel Sasoon

Title: President/Treasurer

*By: _____

Name: _____

Title: _____

Address: Simgel Co Inc.
2035 Westwood Blvd #212
Los Angeles, CA 90025

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

- I. Contractor will perform construction services related to the Irwindale Park Phase IV & V Improvements Project; P-1011, which is identified in the City's Capital Improvement Program, including, but not limited to, the following (herein after referred to collectively as "Services"):**
- II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:**
 - A. ADA accessibility and compliance in renovating and reconstructing two (2) restroom facilities and a picnic/BBQ shelter, installation of one (1) new picnic shelter, and installation of irrigation, amenities and landscaping.**
- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike-through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

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

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	OVERALL SITE WORK/CIVIL: GRADING, LANDSCAPING, IRRIGATION, AMENITIES, ELECTRICAL, ETC	1	LS	2,000,000. ⁰⁰	2,000,000. ⁰⁰
2	RESTROOM #1	1	LS	600,000. ⁰⁰	600,000. ⁰⁰
3	RESTROOM #2	1	LS	600,000. ⁰⁰	600,000. ⁰⁰
4	BBQ/PICNIC SHELTER #1	1	LS	800,000. ⁰⁰	800,000. ⁰⁰
5	PICNIC SHELTER #2	1	LS	720,000. ⁰⁰	720,000. ⁰⁰

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

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

III. The total compensation for the Project shall not exceed \$4,720,000.00 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

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

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

EXHIBIT E
PAYMENT BOND

PROJECT NO. _____

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

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

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

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

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

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

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

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

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

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

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF IRWINDALE

and

Z&K Consultants, Inc.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
Z&K CONSULTANTS INC., FOR**

**CONSTRUCTION/PROJECT MANAGEMENT AND INSPECTION,
LABOR COMPLIANCE OVERSITE AND CONSTRUCTION SURVEYING
SERVICES
FOR**

IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 28th day of June, 2023 by and between the CITY OF IRWINDALE, a California Charter city and municipal corporation ("City") and Z&K Consultants, Inc., 17130 Van Buren Blvd. #122, Riverside, CA 92504 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

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

C. Pursuant to the City of Irwindale's Municipal Code, City has authority to enter into and execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 **Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two-Hundred Forty-Two Thousand, Four Hundred and Five Dollars (\$242,405.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures,

the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

<u>Crystal Fraire, P.E.</u>	
(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be Theresa Olivares Assistant City Manager [or such person as may be designated by the Assistant City Manager]. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing

by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for 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 \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name 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. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to 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 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 endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required

to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

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

obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to

this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation,

partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Assistant 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.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals,

electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY IRWINDALE, a municipal corporation

Theresa Olivares, Assistant City Manager

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

Z& K Consultants, Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: 17130 Van Buren Blvd, #122
Riverside, CA 92504

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 _____, 2023, 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

DESCRIPTION OF ATTACHED DOCUMENT

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

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	
☐	CORPORATE OFFICER	
☐	PARTNER(S) ☐ LIMITED ☐ GENERAL	TITLE OR TYPE OF DOCUMENT
☐	ATTORNEY-IN-FACT	
☐	TRUSTEE(S)	NUMBER OF PAGES
☐	GUARDIAN/CONSERVATOR	
☐	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

EXHIBIT "A"
SCOPE OF SERVICES

- I. Consultant will perform engineering, construction/project management, inspection, labor compliance oversight and construction surveying services related to the Irwindale Park Improvements Project Phase IV & V; P-1011, which is identified in the City's Capital Improvement Program, including, but not limited to, the following (herein after referred to collectively as "Services"):**
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. Construction/Project Management and Inspection:**
 - 1. Manage the construction of the Irwindale Park Improvements Project Phase IV & V to ensure compliance with the Plans, Specifications, and other requirements, such as but not limited to the Contracts, Traffic Control, Cal-OSHA Standards, Outside Agency Permits, Standard Plans, and other projects requirements
 - 2. Prepare for Agency review and signature correspondence with: contractor, designer, and regulatory agencies.
 - 3. Attend pre-construction and progress meetings and prepare agendas and minutes.
 - 4. Coordinate agency sub-consultants and utilities.
 - 5. Coordinate with agency and contractor a Public Outreach Program whereby residents, business owners, and other parties are informed of lane closures and general progress of the project.
 - 6. Prepare monthly costs progress reports and contract change orders for agency review and approval.
 - 7. Review contractor's weekly payroll for compliance with prevailing wages. Review contractor's progress payment requests and recommend approval.
 - 8. Review and approve storm water pollution prevention plan, as well as other pollution control requirements.
 - 9. Provide a Full-Time Public Works Inspector for this CIP project.
 - 10. Prepare daily diaries (log), fill out Incident (accident) Reports, and take before, during and after pictures of the project. A daily Inspection Report identifying work done by the Contractor shall be submitted to the City on the next business day for review and filing.

11. Provide digital images of this CIP project to the City of Irwindale in “jpg” format.
12. Ensure that “as-constructed” plans are completed and submitted to agency for final review.
13. Prepare “punch-list” of unfinished work and ensure that it is completed before “Notice of Completion” is issued.

B. Labor Compliance Oversight:

1. Meet with city staff prior to beginning of work to discuss background, scope objectives and other pertinent details of the projects. The consultant shall attend periodic meetings with City staff at various stages of the projects as needed.
2. Verify all the requirements in accordance with Contract Documents.
3. Perform interviews at the job site to determine classification and wages of employees.
4. Collect and review reports generated from the contractor’s payroll office.

C. Construction Surveying:

1. Survey control.
2. Set construction stakes for grading, retaining and drainage structures, curb & gutter, ramps, sidewalk, and driveways as shown on the plan.
3. Establish joint lines to existing improvement as shown on plans.
4. Set locations for utilities work.
5. Re-set existing survey monuments and center line ties.
6. Other tasks as requested by the City Engineer..

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

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

- Principal in Charge – Crystal Fraire, PE
- Senior Project Manager/Senior Construction Manager – Zack Faqih, PE, MSCE, CBO, QSD/P
- Labor Compliance – Amber Garcia

- Lead Inspector – Thomas Dawson, CBO, ICC Cert.
- Backup Inspector – Eddie Davalos
- Construction Surveying – Ardurra
- Any other personnel approved by the Director of Engineering.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"
SCHEDULE OF COMPENSATION

In connection with the Services provided pursuant to the terms of this Agreement, Consultant shall provide the Services at the cost and hourly rate as provided below. City will pay Consultant for completed Services, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum of \$242,405. Expenses not listed below will not be reimbursed by the City, and no hourly fees or mileage will be charged for travel to and from City Hall.

City will pay Consultant as described below upon City's receipt of a written invoice provided by Consultant at the hourly billing rates set forth below in the chart upon City's receipt of a written invoice provided by Consultant no more than monthly. Payments for services shall be made within forty-five (45) days of receipt of Consultant's invoice

NOT-TO-EXCEED FEE SCHEDULE/RESOURCE REQUIREMENTS

The fee proposal shall be based on a not-to-exceed fee for duration of 144 working days (September 1, 2023 – March 31, 2023). The Construction Inspector shall be provided for the entire 144 working day period.

CONSTRUCTION/PROJECT MANAGEMENT AND INSPECTION, LABOR COMPLIANCE OVERSIGHT AND CONSTRUCTION SURVEYING SERVICES FOR IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V IN THE CITY OF IRWINDALE P-1011						
Task/ Classification	Senior Project Manager/Senior Construction Manager (Hrs)	Senior Construction Inspector (Hrs)	Senior Project Manager/ Office Engineer (Hrs)	Labor Compliance (Hrs)	Construction Surveying - Ardurra (Hourly for Crew)	Total Cost
Hourly Rate	\$157.00	\$140.00	\$138.00	\$130.00	\$350.00	
Pre-Construction Services	10	20	20	0	0	\$7,130.00
Task A - Construction/Project Management and Inspection	175	1,152	115	0	0	\$204,625.00
Task B - Labor Compliance Oversight	0	0	0	30	0	\$3,900.00
Task C - Construction Surveying	0	0	0	0	60	\$21,000.00
Project Close Out	10	20	10	0	0	\$5,750.00
TOTAL	\$30,615.00	\$166,880.00	\$20,010.00	\$3,900.00	\$21,000.00	\$242,405.00

Z&K Consultants commits that all assigned personnel will not be removed or replaced without prior written City approval. Key personnel will be available to the extent proposed for the duration of the contract. Our proposed and fully committed team is fully capable and exceptionally qualified. They have held many leadership roles and supervisory management positions in many local agencies including the private and public sectors. All can multi-task, are multi-disciplined, and have a full understanding of all aspects of the proposed project requirements.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Unless earlier terminated in accordance with this Agreement, the Agreement shall continue in full force and effect until completion of the Services, or June 30, 2024, whichever comes first. The term of this agreement can be extended for a twelve-month period with written notice issued by the City Engineer.

RESOLUTION NO. 2023-57-3435

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING THE TRANSFER OF CAPITAL IMPROVEMENT FUNDS, AND
APPROPRIATING \$2,650,000.00 FROM THE GENERAL FUND RESERVES, FOR
THE IRWINDALE PARK IMPROVEMENTS PROJECT PHASE IV & V; P-1011**

WHEREAS, the Irwindale Park Improvements Project Phase IV & V is identified in the City's Capital Improvement Program; and

WHEREAS, the project will provide ADA accessibility and compliance, renovate and reconstruct two (2) restroom facilities and a picnic/BBQ shelter, install one (1) new picnic shelter, and irrigation, amenities and landscaping; and

WHEREAS, the anticipated construction and construction/project management, inspection, labor compliance oversight and construction surveying services costs for this project are \$5,942,766; and

WHEREAS, in the Fiscal Year 2022-2023 Adopted Budget, the City Council approved \$2,300,000 for Capital Improvements Project ("CIP") No. 8243 (Irwindale Park improvement IV & V.) Also, the remaining balance of \$1,040,068.83 from CIP No. 8231, (Irwindale Park Improvement Phase IIB) will need to be transferred to CIP Project No. 8243 bringing the total available amount for the Irwindale Park Improvements Project Phase IV & V to \$3,311,432.85. Additional funding of \$2,650,000 from the General Fund Reserve is now being requested to start this project; and

WHEREAS, the City Council desires to approve the above referenced CIP transfers, and an appropriation of \$2,650,000 to cover the remaining costs for the construction and construction/project management, inspection, labor compliance oversight and construction surveying services for this project.

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

SECTION 1. The foregoing recitals are true and correct and incorporated herein by this reference.

SECTION 2. The City Council of the City of Irwindale hereby approves the transfer of \$1,040,068.83 from CIP No. 8231 Irwindale Park Improvement Phase IIB to Park Improvements Project Phase IV & V: P-1011.

SECTION 3.The City Council of the City of Irwindale hereby approves the appropriation of \$2,650,000 from the General Fund Reserves to the Irwindale Park Improvements Project Phase IV & V: P-1011.

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 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-57-3435 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 28th day of June 2023, 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: June 28, 2023

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Adoption of Resolution Nos. 2023-55-3433 and 2023-56-3434 to File Applications for the Land and Water Conservation Fund Grant

City Manager's Recommendation:

Adopt Resolution No. 2023-55-3433 entitled, "A Resolution of the City Council of the City of Irwindale Approving the Application for the Land and Water Conservation Fund for the Jardin de Roca Park Improvement Project."; and

Adopt Resolution No. 2023-56-3434 entitled, "A Resolution of the City Council of the City of Irwindale Approving the Application for the Land and Water Conservation Fund for the Swimming Pool Improvement Project Phase II."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director
(626) 430-2211



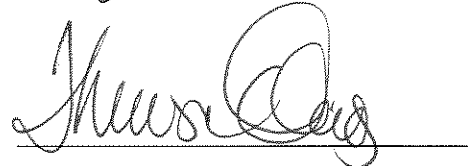
Reviewed by:

Kambiz Borhani, Finance Director/City Treasurer



Approved by:

Theresa Olivares, Assistant City Manager



Background and Analysis:

The National Park Service (NPS) Land and Water Conservation Fund (LWCF) provides competitive matching grants to States and local governments for either the acquisition or development of public outdoor recreation features and areas. For California, the funds for this grant are administered by the Department of Parks and Recreation's (DPR) Office of Grants and Local Services (OGALS). This competitive grant was established under the

LWCF Act of 1965. Whenever an approved LWCF project is completed, the property is placed under federal protection to preserve outdoor recreational use in perpetuity.

State and local governments who apply for this competitive grant under the development of recreation features and areas must adhere to the following approved areas of construction and improvements:

- Athletic courts (basketball, tennis, futsal, pickle ball, etc.);
- Athletic fields (soccer regulation, baseball, softball, football, etc.);
- Community, demonstration, and botanic gardens;
- Dog parks and fixed features, such as fixed obstacle courses;
- Open space and natural areas;
- Outdoor gyms (aerobic or strength building equipment);
- Outdoor performing arts venues;
- Picnic areas;
- Playgrounds and tot lots;
- Recreational trails;
- Skate parks and BMX or pump tracks;
- Tracks, jogging loops, and par courses;
- Outdoor swimming pools and aquatic features; and
- Major support amenities such as restroom buildings, parking lots, lighting and landscaping.

The maximum grant amount per application is \$6,000,000 with a minimum match requirement of 50% of the total project cost. All matches must be for eligible costs such as pre-award planning (public meetings; plans, specifications, construction documents, and cost estimates; and bid packages), construction costs (site preparation, grading, equipment, supplies/materials, labor, construction management/inspections, and miscellaneous costs). The applications were due on June 1, 2023 before 5:00 pm.

The application process requires the governing body to adopt an authorizing resolution identifying a designated position responsible for signing all application documents. The signed resolution must be submitted no later than August 1, 2023.

On June 1, 2023, the City of Irwindale submitted two applications for the Land and Water Conservation Fund grant. The first application was for improvements to the Jardin de Roca Park and the second application was for the Swimming Pool Improvement Project Phase II. These projects entail the following scope of work:

Jardin de Roca Park Improvement Project	Swimming Pool Improvement Project Phase II
Park restroom renovations	Expand and convert the wading pool into a Splash Pad
ADA compliance/accessibility	Relocate pool Autofill
New Outdoor Picnic Shelter	Reconfigure and replace bleachers
Repairs to Existing Picnic Shelter	Create storage under the bleachers

Creation of a Dog Park	Convert current storage area into a Family Restroom
Renovate/Repair Existing Skate Park	Create additional storage on the west side of the Aquatics Center
New Lighting	ADA accessibility/compliance
Landscaping	

Staff submitted a grant request for \$3,000,000 for the Jardin de Roca Park Improvement Project with a \$1,500,000 city match, and a second grant request of \$2,400,000 for the Swimming Pool Improvement Project Phase II with \$1,200,000 city match.

The next step is for OGALS to review the applications and select the applicants who meet all the guidelines to move forward to the Post-selection Federal Requirements and recommend these applicants to NPS. This step is anticipated to take place at the end of 2023. In early 2024, all selected applicants will start the Post-selection Federal Requirements and NPS will review the packages. It is expected for this process to take anywhere from six (6) months to one (1) year. Once all documents are completed and approved and obligated by NPS, OGALs will work with the awarded cities on approving the contract agreement. Therefore, it is anticipated that if awarded, these projects will not begin until late 2024 through late 2025. The projects must be completed within three (3) years from the date of NPS approval.

Fiscal Impact:

If awarded, the City of Irwindale will have to provide 50% matching funds for each project, which accounts for \$1,500,000 for the Jardin de Roca Park Improvement Project and \$1,200,000 for the Swimming Pool Improvement Project Phase II.

Attachments:

1. Resolution No. 2023-55-3433
2. Resolution No. 2023-56-3434

RESOLUTION NO. 2023-55-3433

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR THE JARDIN DE ROCA PARK IMPROVEMENT PROJECT.

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State; and

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

SECTION 1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed, Jardin de Roca Park Improvement Project.

SECTION 2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

SECTION 4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed.

SECTION 5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

SECTION 6. Appoints the Assistant City Manager as the agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

SECTION 7. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-55-3433 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 28th day of June 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

RESOLUTION NO. 2023-56-3434

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING
THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND FOR
THE SWIMMING POOL IMPROVEMENT PROJECT PHASE II**

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing applications by local agencies under the program; and

WHEREAS, the applicant certifies by resolution the approval of the application and the availability of eligible matching funds prior to submission of the application to the State; and

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

SECTION 1. Approves the filing of an application for Land and Water Conservation Fund assistance for the proposed; Swimming Pool Improvement Project Phase II.

SECTION 2. Certifies that the applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

SECTION 3. Agrees to abide by 54 U.S.C. §200305(f)(3) which requires, "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."

SECTION 4. Certifies that said agency has matching funds from eligible source(s) and can finance 100 percent of the project, which up to half may be reimbursed.

SECTION 5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines.

SECTION 6. Appoints the Public Services Director as the agent of the applicant to conduct all negotiations and execute and submit all documents, including, but not limited to, applications, contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned project.

SECTION 7. The Chief Deputy City Clerk shall certify to the adoption of this resolution, which, shall in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 28th day of June 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-56-3434 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 28th day of June 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, CMC
Chief Deputy City Clerk

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

City of
IRWINDALE
AGENDA REPORT

Date: June 28, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: MariachiFest Concert Series Day

City Manager's Recommendation:

Accept and approve the recommendation from the Parks and Recreation Commission to change the day of MariachiFest Concert series from Fridays to Thursdays, during the month of September.

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director
(626) 430-2211



Prepared by:

Priscilla Zepeda, Recreation Manager

Electronically approved

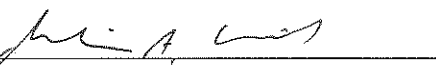
Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In 2021, MariachiFest was introduced to the Irwindale Community as an opportunity to bring the culture and heritage of the city's history into a weekly celebration of Mariachi music, food and fun. MariachiFest is offered every Friday in September and was an extension of M.I. Fiesta, a city celebration honoring Mexican Independence Day.

Although this community offering is very well received, staff has received a variety of requests from members of the community who would like to see the event day changed from Fridays to Thursdays during the month of September. The reasons for this change include:

1. Friday, Saturday and Sunday are considered "prime time" for musicians, bands, and sound companies. Prime time equals premium pricing. Changing the day could result in better price points and possibly more available Mariachi bands.
2. Friday night concerts conflict with Friday Night Lights. Residents are interested in attending MariachiFest but most high school Varsity Football games take place on Friday nights. Whether their child is on the field, cheering on the sidelines or playing an instrument, we lose several interested families for that reason.
3. Some people go out of town and generally depart on Friday and for that reason, moving it to Thursday, the same day as Music in the Park would be better so they could enjoy the event before leaving town.
4. Last year and again this year, there are five (5) Fridays in September resulting in the need for an additional band, sound and overtime costs. We will not see a fifth Thursday until 2027.

At the June 7, 2023 Parks & Recreation Commission meeting, the commission unanimously recommended to City Council the approval of moving MariachiFest from Fridays to Thursdays during the month of September.

Fiscal Impact:

There will be a cost savings by moving the concert day from Friday to Thursday due to reducing the number of concerts from five to four. Additionally, cost savings would be realized through the decreased cost of bands, sound and overtime for City staff.

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

JUNE 5, 2023
MONDAY
5:45 P.M.

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

ROLL CALL:

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

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

AB 2449 DISCLOSURES

**CHIEF DEPUTY
CITY CLERK NIETO**

Chief Deputy City Clerk Nieto noted that Mayor Pro Tem Ambriz would be participating in the meeting remotely under the provisions of AB 2449.

CONSENT CALENDAR

MOTION

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

**ITEM NO. 10
MINUTES**

MINUTES

The following minutes were approved:

A) Regular meeting held May 24, 2023

**ITEM NO. 11
WARRANTS**

WARRANTS

The warrants were approved.

**ITEM NO. 12
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY**

INVESTMENT POLICY REVIEW AND DELEGATION OF INVESTMENT AUTHORITY (Joint Item on City Council, Successor Agency, Housing Authority, and Reclamation Authority Agendas)

**RESOLUTION NO.
2023-39-3417
ADOPTED**

Resolution No. SA 2023-39-3417, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD,

RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 5:46 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

**JUNE 5, 2023
MONDAY
5:47 P.M.**

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

ROLL CALL:

Present: Board Members Mark A. Breceda, Manuel R. Garcia,
Larry G. Burrola, Vice Chair Albert F. Ambriz;
Chair H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Jamie Traxler,
Assistant General Counsel; Christopher Hofford, Chief of Police;
Theresa Olivares, Assistant Executive Director; Kambiz Borhani,
Director of Finance / City Treasurer; Marilyn Simpson, Community
Development Director; Elizabeth Rodriguez, Public Services Director;
Eddie Chan, Director of Engineering / Building Official; Mary Hull,
Human Resources Manager, and Laura Nieto, Chief Assistant
Authority Secretary

AB 2449 DISCLOSURES

CHIEF ASSISTANT
AUTHORITY
SECRETARY NIETO

Chief Assistant Authority Secretary Nieto noted that Vice Chair Ambriz
would be participating in the meeting remotely under the provisions of
AB 2449.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board
Member Burrola, to approve the Consent Calendar. The motion was
unanimously approved.

ITEM NO. 13
MINUTES

MINUTES

The following minutes were approved:

A) Regular meeting held May 24, 2023

ITEM NO. 14
INVESTMENT POLICY
REVIEW AND
DELEGATION OF
INVESTMENT
AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF
INVESTMENT AUTHORITY (Joint Item on City Council, Successor
Agency, Housing Authority, and Reclamation Authority Agendas)

RESOLUTION NO.
HA 2023-06-137
ADOPTED

Resolution No. HA 2023-06-137, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING
AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD,
RATIFYING THE CITY OF IRWINDALE INVESTMENT POLICY, AND
DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST

THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

PUBLIC HEARINGS

ITEM NO. 9

ADOPTION OF FY
23/24 BUDGET AND
ESTABLISHING THE
APPROPRIATIONS
LIMIT FOR FY
23/24

ADOPTION OF FISCAL YEAR 2023-24 BUDGET AND
ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL
YEAR 2023-2024 (Joint Item on City Council, Housing Authority, and
Reclamation Authority Agenda)

ASSISTANT GENERAL
COUNSEL TRAXLER

Assistant General Counsel Traxler requested that all agencies
convene concurrently to discuss this item.

DIRECTOR BORHANI

Director Borhani made a PowerPoint presentation and presented the
staff report.

OPEN
PUBLIC HEARING

At 5:30 p.m., Chair Ortiz opened the public hearing.

CLOSE
PUBLIC HEARING

There being no speakers, Chair Ortiz closed the public hearing at
5:31 p.m.

BOARDMEMBER
BURROLA

As requested by Boardmember Burrola, Director Borhani briefly
discussed forecasted revenues from construction permits and plan
check fees.

BOARDMEMBER
GARCIA

Boardmember Garcia expressed concern over dwindling availability
of housing funds, to which Executive Director Miranda advised that a
presentation will soon be made to the Council regarding linkage fees,
which would help raise funds for housing.

ASSISTANT EXECUTIVE
DIRECTOR OLIVARES

In response to a question by Boardmember Garcia, Assistant
Executive Director Olivares advised that the all-in-one learning
stations being currently used at the Irwindale Library would be
relocated to the new Library, once built.

CHAIR ORTIZ

Chair Ortiz expressed his belief that the city should not foot the bill for
animal control services conducted by the County of Los Angeles at the
Santa Fe Dam, which is operated by the County.

HOUSING AUTHORITY MINUTES
SPECIAL MEETING

JUNE 5, 2023
PAGE 3

BOARDMEMBER
BRECEDA

Boardmember Breceda concurred with Chair Ortiz.

RESOLUTION NO.
HA 2023-05-136
ADOPTED

Resolution No. HA 2023-05-136, entitled:

"A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024," was adopted, on the motion of Vice Chair Ambriz, seconded by Boardmember Breceda, and unanimously approved.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 5:47 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary