



CITY OF IRWINDALE

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

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

**AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY**

RECLAMATION AUTHORITY

OCTOBER 26, 2016

6:00 P.M. - CLOSED SESSION

6:30 P.M. - OPEN SESSION

IRWINDALE CITY HALL / COUNCIL CHAMBER

**CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

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

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

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

Note: Staff reports are available for inspection at the office of the 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



CLOSED SESSION – 5:30 P.M.

1. Conference with Labor Negotiator

Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Colin Tanner, Labor Counsel

Employee Organizations: IMEA, ICEA, IPOA

2. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

A) Name of Case: USA Waste of California, Inc. v. City of Irwindale, et al.

Case Number: LASC Case Number KC 066276

Conflict of Interest: None

3. Conference with Legal Counsel – Threat of Litigation

Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

Number of cases: One

Conflict of Interest: None

ADJOURN

OPEN SESSION – 6:30 P.M.

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. INVOCATION

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

E. REPORT FROM CLOSED SESSION

F. CHANGES TO THE AGENDA

G. COUNCIL MEMBER TRAVEL REPORTS**H. ANNOUNCEMENTS****I. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS****J. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

- 1) Presentation to Chamber of Commerce Business of the Month – Mariposa Landscapes, Inc.
- 2) Presentation to Southern California Edison for its Hispanic Heritage Day Celebration

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

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

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 12, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Investment Quarterly Report – September 30, 2016 (Joint Item on Successor Agency, Housing Authority and Reclamation Authority)

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2016.

D. Award of Contract for Construction Support Services, Labor Compliance Oversight, and Construction Material Testings for Resurfacing of Irwindale Avenue from First Street to Foothill Boulevard

Recommendation: Authorize the City Manager to enter into agreement with Design Concepts Consulting, Inc. in the amount of \$57,040.00 for construction support services, labor compliance oversight, and construction material testing services for the resurfacing of Irwindale Avenue from First Street to Foothill Boulevard within the City Limits.

E. Request to 1) Approve a Consultant Services Agreement with Harvey Consulting Group (HCG) LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation and 2) Approve an Appropriation to the Olive Pit Royalty Fund related to subject expenses (Joint Reclamation Authority Agenda Item 1C)

Recommendation: City Council approve the attached Consultant Services Agreement with Harvey Consulting Group (HCG), LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation; and Reclamation Authority approve **Resolution No. 2016-04-018** approving an appropriation in the amount of \$20,400 to the Olive Pit Royalty Fund for expenses related to the preparation of an addendum to the Olive Pit Mining and Reclamation Plan Final Environmental Impact Report for Fiscal Year 2016-2017.

2. NEW BUSINESS
3. OLD BUSINESS
4. PUBLIC HEARINGS
5. CITY MANAGER'S REPORT
6. ADJOURN

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

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. CONSENT CALENDAR

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 12, 2016

B. Warrants

Recommendation: Approve

C. Investment Quarterly Report – September 30, 2016 (*Joint Item on City Council, Housing Authority and Reclamation Authority*)

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2016.

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

HOUSING AUTHORITY

A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

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

1. **CONSENT CALENDAR**

A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held October 12, 2016

B. Investment Quarterly Report – September 30, 2016 (*Joint Item on City Council, Successor Agency, and Reclamation Authority*)

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2016.

2. **NEW BUSINESS**

3. **PUBLIC HEARINGS**

4. **ADJOURN**

RECLAMATION AUTHORITY

As required by Government Code section 54954.3, members of the City Council are also members of the Reclamation Authority, which is concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$300 for attending the Reclamation Authority meeting

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 Reclamation Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

A. Minutes

Recommendation: No Minutes for Approval

B. Investment Quarterly Report – September 30, 2016 (Joint Item on City Council, Successor Agency, and Reclamation Authority)

Recommendation: Receive and file the Investment Quarterly Report for September 30, 2016.

C. Request to 1) Approve a Consultant Services Agreement with Harvey Consulting Group (HCG) LLC to Prepare an Addendum to the Final Environmental Impact Report Certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for Property Located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation and 2) Approve an Appropriation to the Olive Pit Royalty Fund Related to Subject Expenses (Joint City Council Agenda Item 1E)

Recommendation: City Council approve the attached Consultant Services Agreement with Harvey Consulting Group (HCG), LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation; and Reclamation Authority approve **Resolution No. 2016-04-018** approving an appropriation in the amount of \$20,400 to the Olive Pit Royalty Fund for expenses related to the preparation of an addendum to the Olive Pit Mining and Reclamation Plan Final Environmental Impact Report for Fiscal Year 2016-2017.

2. NEW BUSINESS

3. PUBLIC HEARING

4. ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, 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, Housing and Reclamation Authorities, to be held on October 26, 2016 be posted at the City Hall, Library, and Post Office on October 20, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

OCT 26 2016

OCTOBER 12, 2016
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Absent: Councilmember Manuel R. Garcia

Also present: John Davidson, City Manager; Adrian Garcia,
Assistant City Attorney; Anthony Miranda, Police Chief; Eva
Carreon, Director of Finance; William Tam, Director of Public Works
/ City Engineer; Gus Romo, Director of Community Development;
Mary Hull, Human Resources Manager, and Laura Nieto, Deputy
City Clerk

RECESS TO
CLOSED SESSION

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

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

A) Name of Case: USA Waste of California, Inc. v. City of
Irwindale, et al.
Case Number: LASC Case Number KC 066276

ACTION: Discussed; no reportable action taken

B) Name of Case: Manuel Garcia v. City of Irwindale
Case Number: KC066877

ACTION: Discussion was held regarding settlement in this case.
Mayor Pro Tem Ambriz was in favor of pursuing
settlement based on City Charter Section 6.11;
Councilmembers Ortiz and Burrola preferred to litigate
whether Councilmember Garcia is entitled to his
attorney's fees for defending his criminal case under
Charter Section 6.11. Mayor Breceda abstained from
discussions and exited the Closed Session room;
Councilmember Garcia absent.

Conference with Legal Counsel – Threat of Litigation
Threat of Litigation Pursuant to Paragraph (2) of Subdivision (d) of
Section 54956.9

Number of cases: One

ACTION: Discussed; no reportable action taken

**RECONVENE IN
OPEN SESSION**

At 6:35 p.m., the City Council reconvened in Open Session.

**CHANGES TO THE
AGENDA**

CITY MANAGER
DAVIDSON

City Manager Davidson noted that Item No. 2B on the agenda will be pulled from discussion from tonight's meeting.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

ANNOUNCEMENTS

COUNCILMEMBER
ORTIZ

Councilmember Ortiz reported on his attendance at a local Hispanic Heritage Day celebration presented by Southern California Edison, and requested that the company be recognized by the Council for this important event.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

PRESENTATION BY
METRO AND
FOOTHILL TRANSIT
ON MEASURE "M"

PRESENTATION BY METRO AND FOOTHILL TRANSIT ON
MEASURE "M"

The presentation was made.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz asked whether Irwindale would be able to partner with a neighboring city to implement shuttle services, to which Ms. Yoko Igawa indicated that this would be permitted.

**SPONTANEOUS
COMMUNICATIONS**

JOHN HARRIS

John Harris, member of the San Gabriel Consortium on Homelessness, spoke on the area's homeless population and homeless death rates.

FRED BARBOSA

Fred Barbosa thanked Councilmembers Ortiz and Burrola for opposing potentially reimbursing Councilmember Garcia's attorney fees and stated his opinion on bond trips and how they should be attended.

CONSENT CALENDAR

MOTION A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof, with the exception of Item No. 1C, which was removed for separate consideration. The motion was unanimously approved; Councilmember Ortiz abstaining on Item No. 1A1 and 1B; Councilmember Garcia absent.

ITEM NO. 1A
MINUTES **MINUTES**

The following minutes were approved:

- 1) Regular meeting held September 28, 2016 (Councilmember Ortiz abstaining)

ITEM NO. 1B
WARRANTS / DEMANDS
/ PAYROLL **WARRANTS / DEMANDS / PAYROLL**

The warrants / demands / payroll were approved (Councilmember Ortiz abstaining)

ITEM NO. 1D
DECLARATION OF
SURPLUS PROPERTY **DECLARATION OF SURPLUS PROPERTY**

The equipment listed in the staff report was declared to be surplus property and the City Manager or his designee was authorized to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

END OF CONSENT CALENDAR

ITEM NO. 1C
APPROVAL OF
PARCEL MAP NO.
72834 **APPROVAL OF PARCEL MAP NO. 72834 – NORA AVENUE**

DEPUTY CITY CLERK
NIETO Deputy City Clerk explained potential conflicts of interest on this property and discussed the measures taken to decide which Councilmembers may participate. It was determined that Councilmember Ortiz, Mayor Pro Tem Ambriz, and Mayor Breceda would be eligible with Councilmembers Burrola abstaining.

COUNCILMEMBER
BURROLA Councilmember Burrola abstained from discussing this matter.

MOTION A motion was made by Mayor Breceda, seconded by Mayor Pro Tem Ambriz, to 1) Approve Parcel Map No. 72834 and authorize the City Clerk, City Treasurer, and the City Engineer to sign the map on behalf of the city; and 2) direct the City Engineer to submit Parcel Map No. 72834 to the Los Angeles County Registrar/Recorder's

Office for recordation and return a recorded copy of this Parcel Map to the City Clerk's Office. The motion was unanimously approved; Councilmember Burrola abstained and Councilmember Garcia absent.

NEW BUSINESS

ITEM NO. 2A **UPDATE ON COMPENSATION AND CLASSIFICATION STUDY**
UPDATE ON
COMPENSATION AND
CLASSIFICATION STUDY

HUMAN RESOURCES Human Resources Manager Hull introduced Dough Johnson, Vice
MANAGER HULL President with Ralph Andersen and Associates, who presented the
report. She also provided brief background information on this item.

DOUG JOHNSON Doug Johnson discussed the survey portion of the ongoing
Compensation and Classification Study and noted the selection of
certain agencies, the data of which will be included in the study.

COUNCILMEMBER Responding to a question by Councilmember Ortiz, Mr. Johnson
ORTIZ advised that his firm is looking at cities that have comparable
budgets and staff size. The population sizes of nearby cities matter
less since they have a strong local impact.

COUNCILMEMBER Councilmember Burrola asked whether education requirements are
BURROLA analyzed, to which Mr. Johnson advised that his firm is looking at
job titles, descriptions, and compensation. Once the survey is
complete, the information will be provided to the Council. Positions
that require degrees, whether they be for Irwindale or other,
comparable cities, will be factored into the analysis.

ITEM NO. 2B **RESIDENT BENEFIT PROGRAM – AUTHORIZE STAFF TO**
RESIDENT BENEFIT **CONDUCT A TEST GROUP REGARDING COORDINATION OF**
PROGRAM – **BENEFITS AND ANALYZE THE RESULTS**
AUTHORIZE STAFF TO
CONDUCT A TEST This matter was pulled from the agenda and was not discussed.
GROUP REGARDING
COORDINATION OF
BENEFITS AND
ANALYZE THE
RESULTS

OLD BUSINESS None.

PUBLIC HEARINGS

ITEM NO. 4A
TENTATIVE TRACT
MAP NO. 74042 -
A REQUEST BY
PSIP SN IRWINDALE,
LLC TO SUBDIVIDE AN
EXISTING ONE-LOT
INDUSTRIAL
CONDOMINIUM
BUSINESS PARK

TENTATIVE TRACT MAP NO. 74042 – A REQUEST BY PSIP SN IRWINDALE, LLC (APPLICANT) TO SUBDIVIDE AN EXISTING ONE-LOT INDUSTRIAL CONDOMINIUM BUSINESS PARK WITH TWO 86,000 SQUARE-FOOT BUILDINGS CONTAINING A TOTAL OF EIGHT (8) AIRSPACE CONDOMINIUM UNITS INTO TWO LOTS WITH ONE 86,000 SQUARE-FOOT BUILDING ON EACH LOT AND FOUR (4) AIRSPACE INDUSTRIAL CONDOMINIUM UNITS PER LOT ON A PROPERTY LOCATED AT 4832 – 4910 AZUSA CANYON ROAD

COUNCILMEMBER
ORTIZ

Councilmember Ortiz declared a potential conflict of interest and left the room at 7:25 p.m.

PLANNING
CONSULTANT LINN

Planning Consultant Debby Linn discussed the staff report.

OPEN
PUBLIC HEARING

At 7:29 p.m., Mayor Breceda opened the public hearing.

CARL REMER

Carl Remer, with DCA Civil Engineering, represented the applicant, thanked staff for their hard work and noted that the applicant accepts the conditions of approval.

CLOSE
PUBLIC HEARING

There being no other speakers, Mayor Breceda closed the public hearing at 7:31 p.m.

RESOLUTION NO.
2016-59-2873
ADOPTED

Resolution No. 2016-59-2873, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING AN ADDENDUM TO THE FINAL AZUSA CANYON INDUSTRIAL PARK MITIGATED NEGATIVE DECLARATION AND APPROVING TENTATIVE TRACT MAP NO. 74042 FOR THE SUBDIVISION OF ONE LOT INTO TWO LOTS ON A 7.1 ACRE SITE LOCATED AT 4832-4910 AZUSA CANYON ROAD IN THE M-1 (LIGHT MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF,” was adopted, reading by title only and waiving further reading thereof, on the motion of Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, and unanimously approved; Councilmember Ortiz abstaining.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz returned to the Council Chambers at 7:31 p.m.

ITEM NO. 4B
SPDR PERMIT NO.
01-2016

SITE PLAN AND DESIGN REVIEW PERMIT NO. 01-2016: A REQUEST BY PDC LA/SD LLC, A DELLC (PANATTONI DEVELOPMENT INC.) TO ALLOW CONSTRUCTION AND OPERATION OF A SPECULATIVE INDUSTRIAL WAREHOUSE BUILDING TOTALING APPROXIMATELY 85,400 SQUARE FEET ON PROPERTY LOCATED AT 242 LIVE OAK AVENUE

PLANNING
CONSULTANT LINN

Planning Consultant Linn discussed the staff report.

ASSISTANT CITY
ATTORNEY GARCIA

Assistant City Attorney Garcia asked which party would be responsible for relocating the existing monument, to which Planning Consultant Linn advised that the applicant is responsible. Assistant City Attorney Garcia suggested including language in the conditions confirming this.

OPEN
PUBLIC HEARING

At 7:41 p.m., Mayor Breceda opened the public hearing.

MARK PAYNE

Mark Payne, representing Panattoni Development, clarified that the Public Works Department has requested that the monument be relocated. He reiterated that his company will cooperate with the relocation of the monument.

MAYOR BRECEDA

Mayor Breceda stated that he was comfortable with the recommendation of the Planning Commission.

COUNCILMEMBER
ORTIZ

Councilmember Ortiz also stated that he agreed with the recommendation of the Planning Commission to change the chain link fence to a decorative wall. He also asked whether there would be a block wall at the front of the building, to which Mr. Payne advised that the wall could be made of concrete tilt to match the architectural elevations, which would look more professional than a decorative block wall. The location will include nice landscaping.

Councilmember Ortiz also asked whether a sidewalk would be necessary, to which Mr. Payne advised that there is an existing sidewalk already.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz requested that the Police Department closely monitor truck activities in the area.

COUNCILMEMBER
BURROLA

Councilmember Burrola asked about the cell tower, to which Mr. Payne advised that the tower is behind the decorative wall. He added that his company tried to relocate it or cancel it altogether, but it would be too cost prohibitive to do. Though it will stay in place, his company will improve the screening with 8-foot high decorative wall.

MAYOR BRECEDA Responding to a comment by Mayor Breceda, Mr. Payne suggested including a condition for the installation of palm trees.

CLOSE
PUBLIC HEARING There being no additional speakers, Mayor Breceda closed the public hearing at 7:51 p.m.

RESOLUTION NO. **Resolution No. 2016-60-2874**, entitled:
2016-60-2874
ADOPTED “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A NEGATIVE DECLARATION AND APPROVING SITE PLAN AND DESIGN REVIEW NO. 01-2016 FOR THE DEVELOPMENT OF AN APPROXIMATELY 85,400 SQUARE FOOT SPECULATIVE INDUSTRIAL WAREHOUSE BUILDING ON APPROXIMATELY 3.36 ACRES LOCATED AT 242 LIVE OAK AVENUE IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF,” was adopted, and staff was directed to file a Notice of Determination (NOD) in compliance with the California Environmental Quality Act, on the motion of Councilmember Ortiz, seconded by Councilmember Burrola, and unanimously approved; Councilmember Garcia absent.

**CITY MANAGER'S
REPORT**

CITY MANAGER
DAVIDSON City Manager Davidson noted that the newly-expanded Library hours are in effect, and spoke on the increase of visitors and the success of the Library's tutoring program. He also spoke on financial issues in a local city and noted that Irwindale's Finance Director Carreon has taken the initiative to disclose wire transfers to avoid a similar situation here.

FINANCE DIRECTOR
CARREON Finance Director Carreon further elaborated on reporting wire transfers.

MAYOR BRECEDA Mayor Breceda asked whether there is more resident participation at the Library since the implementation of the extended hours, to which City Librarian Balli advised that she has seen more residents on Fridays and Saturdays.

MAYOR PRO TEM
AMBRIZ Mayor Pro Tem Ambriz noted that he has also received many compliments on the extend Library hours.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:57 p.m.

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
 Printed: 10/18/2016 - 3:58 PM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60725	AKSTIN01	Nathaniel Akstin-Johnson	10/06/2016	442.25
60726	ALLIAN	Alliant Insurance Services, Inc.	10/06/2016	1,600.00
60727	ARCE01	Kaitlyn Arce	10/06/2016	123.25
60728	AT&T02	AT & T	10/06/2016	42.20
60729	AZUSALW	Azusa Light & Water	10/06/2016	670.30
60730	CARILL01	Francisco Carrillo	10/06/2016	134.41
60731	CHIRINO	Gina Chirino	10/06/2016	180.00
60732	CMRTA01	CMRTA	10/06/2016	60.00
60733	DEPATI01	Jeanette DePatie	10/06/2016	360.00
60734	FEDEX	FedEx	10/06/2016	118.54
60735	FRONT01	Frontier Communications	10/06/2016	310.65
60736	GASCOM	Gas Company, The	10/06/2016	179.31
60737	SOUTHE17	Golden State Water Company	10/06/2016	300.27
60738	HOYEN	Noelle Hoye	10/06/2016	540.00
60739	JIA01	Xiangyi Jia	10/06/2016	304.50
60740	NATION23	National Union Fire Insurance	10/06/2016	510.62
60741	PICCAR01	Amanda Piccari	10/06/2016	311.75
60742	PITNEY06	Pitney Bowes, Inc	10/06/2016	274.68
60743	RAFTERJ	John Rafter	10/06/2016	630.00
60744	SCE02	Southern California Edison	10/06/2016	24,460.93
60745	VALENZ02	Kelly Valenzuela	10/06/2016	195.75
60746	VALLEY01	Valley County Water District	10/06/2016	66.69
60747	VALLEY09	Valley View Mutual Water Co.	10/06/2016	52.23
60748	WAGONER	Pamela Wagoner	10/06/2016	180.00
60749	WHITE02	Amanda White	10/06/2016	130.50
60750	ZAVALA01	Cassandra Zavala	10/06/2016	224.75
60751	CALIFO02	California American Water	10/13/2016	874.39
60752	CAMPOS05	Rudy Campos	10/13/2016	13.34
60753	CHARTE01	Charter Communications	10/13/2016	58.38
60754	CORY02	Shawn Cory	10/13/2016	60.93
60755	DRDANI	Daniel T. Martinez	10/13/2016	2,595.00
60756	FEDEX	FedEx	10/13/2016	60.66
60757	FRONT01	Frontier Communications	10/13/2016	1,333.74
60758	SOUTHE17	Golden State Water Company	10/13/2016	814.66
60759	HUNTIN04	Huntington Beach Honda	10/13/2016	1,125.60
60760	ITERIS	Iteris, Inc.	10/13/2016	8,127.00
60761	MCMILLAN	Kent McMillan	10/13/2016	15,075.25
60762	MIRAND23	Anthony Miranda	10/13/2016	51.96
60763	PITNEY06	Pitney Bowes, Inc	10/13/2016	1,687.24
60764	RICOH02	Ricoh USA, Inc	10/13/2016	272.47
60765	SCE02	Southern California Edison	10/13/2016	163.70
60766	VALLEY01	Valley County Water District	10/13/2016	6,980.17
60767	WELLS01	Wells Fargo Vendor Fin Serv	10/13/2016	344.03
60768	XEROXC	Xerox Corporation	10/13/2016	130.59
60769	AMERIC34	American Fidelity Assurance Co	10/13/2016	1,739.63

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60770	AMERIT	Ameritas Life Insurance Corp	10/13/2016	11,828.00
60771	BLUECR02	Anthem Blue Cross	10/13/2016	13,864.31
60772	FRANC06	Franchise Tax Board	10/13/2016	250.00
60773	JenkinsH	Helen Louise Jenkins	10/13/2016	750.00
60774	SANDIE09	San Diego Marriott Marquis	10/13/2016	991.19
60775	USA WAS	USA Waste Of California, Inc.	10/17/2016	2,500,000.00
60776	A PLUS01	A Plus Fitness Services	10/26/2016	250.00
60777	ALESHIRE	Aleshire & Wynder, LLP	10/26/2016	242,017.05
60778	ARC03	ARC Document Solutions, Inc.	10/26/2016	100.00
60779	ATHENS	Athens Services	10/26/2016	13,719.11
60780	AUTOGR01	Auto-Graphics, Inc.	10/26/2016	2,913.72
60781	BAKER01	Baker & Taylor Books	10/26/2016	812.17
60782	BALLOO	Balloons 'N' More	10/26/2016	495.15
60783	BARBOS01	David Barbosa	10/26/2016	75.00
60784	BARNEY	Barney's Locksmith Service	10/26/2016	56.96
60785	BEE01	Bee Imagine	10/26/2016	792.00
60786	BILLST	Bill's Truck Repair, Inc.	10/26/2016	195.00
60787	CALIBE01	Caliber Commercial Pool Servic	10/26/2016	950.00
60788	CALIFO42	California Building Standards	10/26/2016	196.20
60789	CALTRON	Caltronics Business Systems	10/26/2016	305.24
60790	CARDEN01	Rudy Cardenas	10/26/2016	150.00
60791	CHRIS&	Chris & Pitts	10/26/2016	955.00
60792	CINTAS	Cintas Corporation No. 2	10/26/2016	920.99
60793	BREA01	City of Brea - IT	10/26/2016	18,810.00
60794	COMMUN01	Communications Center	10/26/2016	1,056.00
60795	CONVER	Converse Consultants, Inc.	10/26/2016	4,300.00
60796	COPWARE	CopWare, Inc.	10/26/2016	615.00
60797	DEMCOI	Demco, Inc.	10/26/2016	604.04
60798	DeptJust	Dept of Justice	10/26/2016	32.00
60799	DESIGN04	Design Concepts Consulting, Inc.	10/26/2016	935.00
60800	DIVISI01	Division of the State Architect	10/26/2016	136.50
60801	DUDEK01	Dudek	10/26/2016	5,965.00
60802	ELITBE	Elite Elevator, Inc.	10/26/2016	350.00
60803	ESCARC01	Ismael Escarcega	10/26/2016	75.00
60804	FS01	F.S. Contractors, Inc.	10/26/2016	720.00
60805	FERREI02	Ferreira Construction Co., Inc	10/26/2016	5,950.00
60806	GLENDO	Glendora Chrysler Dodge	10/26/2016	69.09
60807	GOLDEN01	Golden Optometric Group	10/26/2016	5,480.00
60808	GOMEZG	Greg Gomez	10/26/2016	277.00
60809	INTERN02	International Code Council Inc	10/26/2016	573.85
60810	IIMC02	International Institute of	10/26/2016	100.00
60811	IRWIND04	Irwindale Chamber Of Commerce	10/26/2016	9,166.66
60812	IRWIND21	Irwindale Hand Wash & Auto Det	10/26/2016	775.80
60813	ITERIS	Iteris, Inc.	10/26/2016	4,000.00
60814	JACKSO	Jackson Electric	10/26/2016	1,769.64
60815	JOHNNY02	Johnny's Pool Service	10/26/2016	150.42
60816	JUSTIRE	Just Tires	10/26/2016	235.60
60817	COORYE	Samir M. Khoury	10/26/2016	4,760.00
60818	LANDSC	Landscape Warehouse Inc.	10/26/2016	715.68
60819	LINN01	Linn & Associates	10/26/2016	3,697.50
60820	HYATT01	Manchester Grand Hyatt	10/26/2016	846.20
60821	MARIPO	Mariposa Landscapes, Inc.	10/26/2016	4,667.00
60822	MISSIO	Mission Linen Supply	10/26/2016	322.69
60823	MYERS02	Andrew Myers	10/26/2016	67.75
60824	NAPA01	Napa Auto Care - West Covina	10/26/2016	1,126.02

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60825	NAVARR05	Salvador Navarrete	10/26/2016	75.00
60826	NUNEZM	Maxine Nunez	10/26/2016	150.00
60827	OFFICE03	Office Depot	10/26/2016	199.49
60828	PACIFI13	Pacific Office Products	10/26/2016	19.61
60829	PALACIO1	Joanna Palacios	10/26/2016	100.00
60830	PROPRINT	Pro Printing, Inc.	10/26/2016	319.37
60831	R3	R3 Consulting Group, Inc.	10/26/2016	5,700.00
60832	RODRIG36	Leticia Rodriguez	10/26/2016	300.00
60833	ROINETWK	ROI Networks, LLC	10/26/2016	445.00
60834	ROMERO04	Magdalena Romero	10/26/2016	75.00
60835	ROSENO	Rosenow Spevacek Group Inc	10/26/2016	1,913.75
60836	SCFUELS	SC Fuels	10/26/2016	972.76
60837	SEGAL01	Segal Consulting	10/26/2016	5,000.00
60838	SHELTE01	ShelterClean, Inc.	10/26/2016	1,400.00
60839	SUPERIO2	Superior Administrators, Inc.	10/26/2016	85,000.00
60840	NORTHR	The Northridge Group, Inc.	10/26/2016	5,447.66
60841	USBANK02	U.S. Bank	10/26/2016	3,000.00
60842	V&V01	V & V Manufacturing, Inc.	10/26/2016	90.24
60843	VALDOV01	Cassandra Valdovinos	10/26/2016	75.00
60844	VARGAS03	Jose Vargas	10/26/2016	277.00
60845	VISTA01	Vista Paint Corporation	10/26/2016	28.54
60846	WILLDAN	Willdan Financial Services	10/26/2016	2,914.72

Report Total:

3,058,351.99

AGENDA REPORT

Date: October 26, 2016
To: Honorable Mayor and City Council
Successor Agency Board
Housing Authority Board
Reclamation Authority Board
From: John Davidson, City Manager/Executive Director
Subject: Investment Quarterly Report – September 30, 2016.

Housing Authority Agenda
Reclamation Authority Agenda
Item 1B
October 26, 2016

City Manager's Recommendation:

Receive and file the Investment Quarterly Report for September 30, 2016.

Background:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of September 30, 2016. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. These funds are pooled to produce a greater interest yield on investments.

Fiscal Impact  (Initial of CFO) None.

Legal Impact  (Initial of Legal Counsel) None.

Contact Person: Eva Carreon, City Treasurer (626) 430-2221


John Davidson, City Manager/Executive Director

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2016**

DESCRIPTION OF SECURITY	FACE VALUE OR ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE INVESTMENTS						
MONEY MARKET FUNDS						
LOCAL AGENCY INVESTMENT FUND (LAIF):						
ACCOUNT # 98-19-394 - CITY	\$ 24,345,642	0.63%			\$ 24,345,642	
ACCOUNT # 25-19-004 - HOUSING AUTHORITY	12,683,427	0.63%			12,683,427	
ACCOUNT # 65-19-050 - SUCCESSOR AGENCY	12,451,723	0.63%			12,451,723	
CERTIFICATES OF DEPOSIT						
ALLY BANK	240,000	1.15%	10/30/13	10/31/16	240,120	
BARCLAYS BANK DELAWARE	240,000	1.90%	12/07/11	12/07/16	240,547	
EVERGREEN BANK GROUP	240,000	0.80%	12/30/14	12/30/16	240,221	
TCB NATIONALBANK	240,000	0.80%	12/31/14	01/03/17	240,182	
BANK OF BARODA	240,000	1.10%	02/04/14	02/06/17	240,557	
CELTIC BANK	240,000	1.00%	12/30/14	03/30/17	240,521	
STEARNS BANK NA	240,000	0.90%	12/31/14	03/31/17	240,432	
INDEPENDENT BANK MEMPHIS	240,000	1.00%	12/30/14	06/30/17	240,739	
SYNOVUS BANK GA	240,000	1.10%	12/30/14	06/30/17	240,883	
THIRD FED SAVINGS & LOAN	240,000	1.40%	11/27/13	11/27/17	242,239	
MEDALLION BK	240,000	1.25%	12/28/15	12/28/17	241,150	
BRICKELL BANK CTF	240,000	1.20%	12/31/15	12/29/17	241,152	
EAGLE BANK CTF	240,000	1.25%	12/30/15	12/29/17	241,442	
FNB OF MCGREGOR TX	240,000	1.15%	12/31/14	01/02/18	241,154	
FIRST NIAGARA BANK CTF	240,000	1.30%	01/08/16	01/08/18	241,217	
LYONS NATIONAL BANK (LYNB)	240,000	1.30%	01/30/14	01/30/18	241,519	
MERCHANTS NATL BANK OH	240,000	1.60%	11/27/13	06/27/18	243,758	
BANK OF THE CALIFORNIA	240,000	1.50%	12/31/14	06/29/18	242,191	
MORTON COMMUNITY BANK (HCBCT)	240,000	1.30%	12/30/14	06/29/18	242,153	
COMPASS BANK CTF	240,000	1.55%	12/31/15	07/02/18	242,650	
BMW BANK OF NORTH	240,000	2.10%	10/25/13	10/25/18	245,042	
GE CAPITAL RETAIL BANK	240,000	2.15%	10/25/13	10/25/18	245,779	
SALLIE MAE BANK	240,000	2.00%	11/27/13	11/27/18	245,124	
WELLS FARGO BANK	240,000	1.55%	12/30/15	12/31/18	243,936	
BELMONT BANK & TRUST	240,000	1.35%	01/13/16	01/14/19	244,790	
GOLDMAN SACHS BANK	240,000	2.00%	05/07/14	05/07/19	245,378	
BANK LIBERTY	240,000	1.50%	12/30/15	06/28/19	240,170	
FARM BUREAU BANK (FARMBU)	240,000	1.50%	01/14/16	07/15/19	242,765	
AMERICAN EXPRESS	240,000	2.05%	12/30/15	12/30/19	246,852	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	247,116	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	246,444	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	247,709	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	240,283	
CENTRAL BANK ILLINOIS	240,000	1.90%	12/31/15	12/31/20	240,811	
INVESTORS COMM BANK	240,000	1.90%	12/31/15	12/31/20	245,431	
US GOVERNMENT AGENCIES						
FEDERAL HOME LOAN BANK - FHLB	1,998,000	1.00%	03/26/14	06/21/17	2,005,740	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	2,457,500	1.25%	03/19/14	01/30/19	2,496,125	AAA
FEDERAL FARM CREDIT UNION - FFCB	3,000,000	1.25%	03/29/16	03/29/19	3,000,900	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	1,400,000	1.00%	06/30/16	06/28/19	1,394,036	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	988,500	1.25%	12/29/15	10/02/19	1,007,060	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	3,000,000	1.42%	03/30/16	03/30/20	3,003,510	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	4,000,000	1.17%	06/30/16	03/30/20	3,980,160	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	4,000,000	1.50%	04/14/16	04/14/21	4,000,520	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	5,000,000	1.00%	06/30/16	06/30/21	4,981,450	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	5,000,000	1.25%	06/30/16	06/30/21	4,956,100	AAA
TOTAL INVESTMENTS	88,724,792				88,798,853	

It has been verified that this investment portfolio is in conformity, exclusive of items identified, with the City of Irwindale's investment policy which was approved by City Council on June 22, 2016. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the pooled investment portfolio is 1.43 years. The weighted average yield of the pooled investments at cost is 0.916%. Market prices of securities are obtained directly through Bank of the West.

Approved by 

Eva Carreon, Director of Finance/City Treasurer

AGENDA REPORT

OCT 26 2016

Date: October 26, 2016
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager *ANN RSC J.D.*
Issue: **AWARD OF CONTRACT FOR CONSTRUCTION SUPPORT SERVICES, LABOR COMPLIANCE OVERSIGHT, AND CONSTRUCTION MATERIAL TESTINGS FOR RESURFACING OF IRWINDALE AVENUE FROM FIRST STREET TO FOOHILL BOULEVARD**

City Manager's Recommendation:

That the City council authorize the City Manager to enter into agreement with Design Concepts Consulting, Inc. in the amount of \$57,040.00 for construction support services, labor compliance oversight, and construction material testing services for the resurfacing of Irwindale Avenue from First Street to Foothill Boulevard within the City Limits.

Analysis:

- 1) The construction contract for the resurfacing of Irwindale Avenue from First Street to Foothill Boulevard within the City Limits was awarded on August 10, 2016, to Sully Miller Contracting Company.
- 2) In October 9, 2016, staff issued a Request for Proposals (RFP) to various engineering and construction management consultants soliciting informal proposals for professional construction support services, labor compliance oversight, and construction material testing services for the construction of this project.
- 3) The following is a summary of responses to our RFP for these professional construction support services:

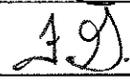
<u>Firm</u>	<u>Fee</u>	<u>Ranking</u>
Design Concepts Consulting	\$57,040.00	(1)
Willdan Engineering	No Bid	(N/A)
Coory Engineering	No Bid	(N/A)

- 4) Willdan Engineering and Coory Engineering responded to the RFP indicating that their companies would not be providing a proposal for the services requested on this RFP. Design Concepts Consulting was the only consultant to submit a proposal. Based upon relevant experience, a demonstrated knowledge of the

project, the scope of work and the professional services fee schedule, staff is recommending Design Concepts Consulting for providing professional construction support services, labor compliance oversight, and construction material testing services for the construction of this project.

- 5) Funding for this project was budgeted in the FY 2015/16 CIP budget and has been carried forward to the FY2016/2017 CIP budget. A combination of Special Mining Funds, Prop C, Measure R, and a Grant provided by the Gold Line Construction Authority will be used to complete the construction of this project.
- 6) The City Attorney has reviewed and approved the contract agreement.

Fiscal Impact  (Initial of CFO) See Note 5.

Legal Impact  (Initial of Legal Counsel) See Note 6.

Contact Person: William Tam, Public Works Director/City Engineer – 626/430-2212.

  for J.D." data-bbox="525 430 880 470"/>
John Davidson, City Manager

**CONTRACT SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT &
INSPECTION, LABOR COMPLIANCE OVERSIGHT, AND MATERIAL TESTING
SERVICES FOR RESURFACING OF IRWINDALE AVENUE FROM FIRST STREET
TO FOOTHILL BOULEVARD IN THE CITY OF IRWINDALE**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 26th day of October, 2016, by and between the CITY OF IRWINDALE, a public body, corporate and politic, (herein "CITY ") and DESIGN CONCEPTS CONSULTING INC., 6520 N. Irwindale Avenue, Ste. 205 Irwindale, CA 91702 (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, 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 of Irwindale and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at his 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.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, Contractor shall be compensated at a Not-to-exceed total Contract Sum of Fifty Seven Thousand Forty and 00/100 Dollars (\$57,040.00). The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing.

2.2 Method of Payment

Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid within thirty (30) days after his submittal to the City of an invoice in a form approved by the City's Finance Director, which specifically describes the services performed.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

Mr. Kayvan Hazrati, P.E. is hereby designated as being the principal and representative of Contractor authorized to act in his behalf with respect to the work and services specified herein and make all decisions in connection therewith. Therefore, the foregoing representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing representative may not be replaced nor may his responsibilities be substantially reduced by Contractor, without the express written approval of City.

3.2 Contract Officer.

The City Engineer is hereby designated as being the representative to the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Engineer shall have the right to designate another Contract Officer by providing written notice to Contractor.

3.3 Prohibition Against Assignment.

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. Notwithstanding the foregoing, Contractor shall have the option to hire an assistant to perform the services under the Agreement. Contractor shall seek approval from the Contract Officer prior to any services rendered by any additional data service personnel. Approval of the Contractor Officer is required pursuant to the City's security clearance concerns.

3.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, his agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that he or any of his agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

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

a. Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

b. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant will have to complete and submit a declaration of sole proprietor form to the City in lieu of proof of Workers' Compensation as it is not required for sole proprietors.

c. Professional Liability (errors and omissions insurance). Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

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

4.2 Insurance Deductibles and Self-insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the

additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 27882(b). General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

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

(c) Each insurance policy required by this clause shall be endorsed to state that the City shall receive not less than thirty (30) days' prior written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of any policies of insurance required hereunder.

(d) Requirements of specific coverage features or limits contained in this Agreement 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.

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

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

(g) Additionally Insured. General liability policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, and agents shall be additional insured under such policies. The provision shall also apply to any excess liability policies.

(h) Duration of Coverage. Consultant 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 work under this Agreement by Consultant, its agents, representatives, employees, subcontractors or subconsultants.

(i) City's Rights of Enforcement of Contract Provisions. In the event any policy of insurance required under this Agreement does not comply with these requirements 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.

(j) City's Right to Revise Requirements. 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 a ninety (90)-day advance written notice of such change. If such changes results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's Compensation.

4.4 Insurance Rating. All insurances policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance in the State of California, with an assigned policyholder's Rate of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide – A.M. Best Company, unless otherwise approved by the City's Risk Manager.

4.5 Original Certificates and Amendatory Endorsements. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by the City. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6 Subconsultants/Subcontractors Insurance Coverage. Consultant shall include all subconsultants/subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subconsultants shall be subject to all of the requirements stated herein.

4.7 Additional Insurance. Consultant shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized subcontractors' own actions during the performance of this Agreement.

5.0 INDEMNIFICATION AND HOLD HARMLESS

5.1 Indemnification and Hold Harmless. Consultant shall indemnify, protect, defend and hold free and harmless the City, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless City, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims,

workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of Consultant, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants/contractors (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

6.0 TERM

6.1 Term. Unless earlier terminated in accordance with Section 6.2 below, this Agreement shall continue in full force and effect until the maximum contract amount is expended, or October 26, 2017. The term of this agreement can be extended for a twelve month period with written notice issued by the City Engineer.

6.2 Termination Prior to Expiration of Term.

The City may terminate this Agreement at any time, with or without cause, upon providing Contractor twenty-four (24) hours written notice. Contractor may terminate this Agreement at any time, with or without cause, upon seven (7) days' written notice to City. Upon receipt of the notice of termination by either party, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.0 MISCELLANEOUS

7.1 Covenant Against Discrimination.

Contractor covenants, by and for himself, his 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, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

7.2 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which

may become due to the Contractor or to his successor, or for breach of any obligation of the terms of this Agreement.

7.3 Conflict of Interest.

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 effects 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 he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

7.4 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 Public Works Director and to the attention of the Contract Officer, CITY OF IRWINDALE, 5050 Irwindale Avenue, Irwindale, CA 91706, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

7.5 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.

7.6 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.

7.7 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.

7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting 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.

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, whether or not the matter proceeds to judgment.

7.10 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.

[End – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF IRWINDALE
a municipal corporation

John Davidson, City Manager

ATTEST:

Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

Design Concepts Consulting, Inc.

By: _____

Name: _____

Title: _____

Address: _____

[End of Signatures]

EXHIBIT "A"

SCOPE OF SERVICES

1. Manage the construction of this CIP project 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. 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.
4. Prepare monthly costs and progress reports and contract change orders for agency review and approval.
5. Review contractor's weekly payroll for compliance with prevailing wages. Review contractor's progress payment requests and recommend approval.
6. Provide a F/T Public Works Inspector for this CIP project.
7. 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.
8. Provide digital images of this CIP project to the City of Irwindale in "jpg" format.
9. 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.
10. Verify all the requirements in accordance with Contract Documents.
11. Perform interviews at the job site to determine classification and wages of employees.
12. Collect and review reports generated from the contractor's payroll office.
13. Compaction testing during construction.
14. Observation & testing during asphalt placement.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Design Concepts proposes to assist the City in this endeavor and to provide On-Call program engineering and inspection services at the hourly fee schedule listed below. Hourly rates are charged for time expended on research, meetings, telephone and email communication, only for non-regular City Hall time as well as time spent at City Hall performing the services described in Exhibit "A". No hourly fees or mileage will be charged for travel to and from City Hall.

For the services rendered pursuant to this Agreement, DESIGN CONCEPTS CONSULTING shall be compensated at a not-to-exceed total Contract Sum of Fifty Seven Thousand Forty and 00/100 Dollars (\$57,040.00). The Contract Sum is inclusive of all costs and expenses, unless pre-approved by the City in writing. Payments for services shall be made within thirty (30) days of receipt of DESIGN CONCEPTS CONSULTING's invoice.

AGREEMENT

Design Concepts Consulting, Inc. has reviewed City of Irwindale's professional services agreement as attached to the RFP and finds the terms and conditions stipulated in there as acceptable.

FEE SCHEDULE

Senior Inspector – 360 Hours @ \$85.00	\$30,600.00
Project/Construction Manager – 160 Hours @ \$125.00	\$20,000.00
Soils Technician – 64 Hours @ \$65.00	\$4,160.00
Soils Engineer – 12 Hours @ \$90.00	\$1,080.00
R-value Calculation – 4 Each @ \$300.00	\$1,200.00
<i>TOTAL ESTIMATED FEE</i>	\$57,040.00
(Total Not-To-Exceed Without Prior Approval)	

Schedule of Hourly Rates

Principal Engineer	\$185
Resident Engineer	\$125
Resident Public Works Inspector	\$85
Office/ Clerical	\$45
Geotechnical Engineer	\$90
Soils Technician	\$65
R-value Calculation	\$300

* All rates are negotiable based on project specifics.

Reclamation Authority Agenda

Item 1C

October 26, 2016

AGENDA REPORT

**COUNCIL AGENDA
ITEM 1E**

OCT 26 2016

Date: October 26, 2016

To: Mayor and Council Members; Chair and Members of the Reclamation Authority

From: John Davidson, City Manager/Executive Director

Issue: Request to 1) Approve a Consultant Services Agreement with Harvey Consulting Group (HCG) LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation and 2) Approve an Appropriation to the Olive Pit Royalty Fund related to subject expenses

City Manager's/ Executive Director's Recommendation:

1. That the City Council approve the attached Consultant Services Agreement with Harvey Consulting Group (HCG), LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation; and
2. That the Reclamation Authority approve Resolution No. 2016-04-018 approving an Appropriation in the amount of \$20,400 to the Olive Pit Royalty Fund for expenses related to the preparation of an addendum to the Olive Pit Mining and Reclamation Plan Final Environmental Impact Report for Fiscal Year 2016-2017.

Background:

On December 3, 2014, the City Council approved Resolution No. 2014-51-2711 certifying the Final Environmental Impact Report (FEIR) for the Olive Pit Mining and Reclamation Plan followed by the approval of Resolution No. 2014-55-2715 for the Financial Assurances and Mining and Reclamation Plan on December 10, 2014. The entitled Project is anticipated to produce 32 million tons of recoverable aggregate reserves over a 32 year period, with an average of 1 million tons to be mined per year. The Applicant, United Rock Products Corporation, has submitted a request to increase the 1 million ton average per year to 1.5 million.

Although the average of aggregate to be mined per year is proposed to increase, the total aggregate to be mined over the life of the operation will remain the same. The

result would be an expedited operation that would reduce the 32 year life of the mine by approximately 10 years. However, in order to consider this request, an addendum to the certified FEIR needs to be prepared to assess any additional environmental impacts. If it is determined that additional impacts exist that are not covered by the certified FEIR, the request will be required to undergo a noticed public hearing to consider an amendment to the EIR (Refer to Attachment 1, HCG, LLC Letter Proposal Dated October 11, 2016). HCG, LLC prepared the EIR for this project and, as such, it would be appropriate and yield the most efficiencies to have HCG, LLC continue its services related to the CEQA analysis of this project by preparing the addendum to the EIR.

Fiscal Impact:

Per Section 9.1 of the City's Development Agreement with the Applicant, both parties are subject to share equally in the costs of the EIR Consultant in processing any amendments, provided that the City's contribution does not exceed Fifty Thousand Dollars (\$50,000). The total cost of the Consultant's proposal is \$30,800, thus, the City's portion would be no more than \$15,400 and paid by the Olive Pit Royalty Fund. An additional appropriation is required for this amount, plus an estimated \$5,000 for legal services, for a total of \$20,400, which is being requested via this action as a joint City Council action with the Reclamation Authority. The remaining portion would be borne by the Applicant.

Fiscal Impact:  (Initial of CFO)
Legal Impact: <u>Approved electronically on 10/20/16</u> (Initial of Legal Counsel)
Contact Person: Gustavo J. Romo, Community Development Director 626.430.2206 gromo@irwindaleca.gov


John Davidson, City Manager/Executive Director

Attachments:

- 1. Resolution No. 2016-04-018
- 2. Proposed Consultant Services Agreement
- 3. HCG, LLC Letter Proposal Dated October 11, 2016
- 4. September 27, 2016 Letter DA Modification Request

RESOLUTION NO. 2016-04-018

**A RESOLUTION OF THE CITY OF IRWINDALE RECLAMATION AUTHORITY
AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$20,400 TO THE
OLIVE PIT ROYALTY FUND FOR EXPENSES RELATED TO THE
PREPARATION OF AN ADDENDUM TO THE OLIVE PIT MINING AND
RECLAMATION PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)
FOR FISCAL YEAR 2016-2017**

WHEREAS, on September 27, 2016, Mr. Russ Caruso, on behalf of United Rock Products, submitted a written request to the City of Irwindale to allow a modification to the Development Agreement between the City and United Rock Products for the Olive Pit Mining Operation by increasing the average annual excavation rate from 1 million tons to 1.5 million tons;

WHEREAS, the entitled Project is anticipated to produce 32 million tons of recoverable aggregate reserves over a 32 year period, with an average of 1 million tons to be mined per year;

WHEREAS, while the average of aggregate to be mined per year is proposed to increase, the total aggregate to be mined over the life of the operation will remain the same, thus reducing the life of the mine by approximately 10 years;

WHEREAS, in order to consider the request to be non-substantive and/or procedural per the provisions of Section 9.4(b) of the Development Agreement, an Addendum to the FEIR must be analyzed and prepared to determine if any further CEQA review and documentation is warranted; and

WHEREAS, a proposal for the preparation of an Addendum to the FEIR has been submitted by Harvey Consulting Group (HCG), LLC, which prepared the FEIR, with a proposed cost of \$30,800, of which 50% of the costs is to be borne by the Applicant pursuant to Section 9.1 of the Development Agreement.

NOW, THEREFORE, the Reclamation Authority of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. The \$20,400 appropriation shall be utilized to pay for the preparation of an Addendum to the certified Final Environmental Impact Report for the Olive Pit Mining and Reclamation Plan to cover CEQA consultant and City Attorney costs.

SECTION 2. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 26th day of October 2016.

Mark A. Breceda, Mayor/Chair

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-14-018 was duly and regularly passed and adopted by the Reclamation Authority of the City of Irwindale at its regular meeting held on the 26th day of October 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

**CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 26th day of October, 2016, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and HARVEY CONSULTING GROUP, LLC (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference, but not exceeding the maximum contract amount of THIRTY THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$30,800.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and 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, City will use its best efforts to cause Consultant to be paid within

forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of 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. 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 "A" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "A").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

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

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

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

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

5.2 Other Provisions or Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence

of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

6.4 Ownership of Documents. All studies, surveys, data, notes, computer

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

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

, Mayor

ATTEST:

, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

HARVEY CONSULTING GROUP, LLC

By: _____

Name:

Title:

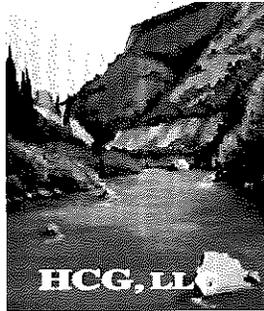
Address: _____

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following services:

See Consultant's Proposal attached hereto. To the extent any provision of Consultant's proposal conflicts with the provisions of this Agreement, the provisions of this Agreement shall control.



October 11, 2016

Mr. Gustavo Romo
Community Development Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

Re: Scope of Services to Complete an Addendum to the Final Environmental Impact Report for the Olive Pit Mining and Reclamation Operations and Long Term Reuse, City of Irwindale in Partnership with United Rock Products (SCH No. 2014031051)

Dear Mr. Romo:

As requested we have prepared this scope of services to complete an Addendum to the Final Environmental Impact Report (FEIR) for the Olive Pit Mining and Reclamation Operations and Long Term Reuse, City of Irwindale and United Rock Products (URP). The FEIR was certified and the Project was approved by the City on December 3, 2014. The approval was for mining of remaining aggregate reserves on the existing ± 189 acre Olive Pit, and reclamation of the eastern portion of the pit to yield 32 net developable acres, with the balance of the site to be reclaimed for use as open space and/or stormwater retention basin.

PROJECT BACKGROUND

The approved Project involves three components: 1) construction of a new on-site access road and relocation of the on-site access point; 2) phased extraction of mineral resources (Phases I and II); and 3) site reclamation (Phases I and II). The first operational phase at the site will include extraction of the eastern portion of the site, followed by reclamation of this area to create an approximately 32-acre pad suitable for future development. Reclamation will involve filling the extraction void with compacted inert fill materials. The second operational phase will include

Harvey Consulting Group, LLC
Environmental Consultants
2146 Gold Claims Court, Gold River, California 95670
Phone: (916) 799-6065 / Email: harvey-jeff@sbcglobal.net

extraction of the remainder of the site utilizing both dry and underwater extraction processes. Reclamation of the Phase 2 area will involve stabilization of slopes created during extractive operations, to be completed as final slopes become available for this purpose.

The Project is expected to yield approximately 32-million tons of recoverable aggregate reserves that meet the quality standards of applicable California governmental agencies. Average production is anticipated to be approximately one-million tons of aggregate per year beginning in 2016 / 2017. Extraction will occur for a period of approximately 32 years with concurrent filling operations for reclamation commencing in the first of two phases. Final reclamation of the eastern 32 acres will involve backfilling and compaction to street level for potential future urban development. The remainder of the property will be reclaimed for the potential end land use of storm water retention and groundwater recharge, and/or flood control facility, and/or open space recreational land uses.

Extractive activities will utilize both dry and wet operations and will be subject to the City's guidelines for slope stability and public safety. All mined material will be transported about 3.3 miles from the Olive Pit to URP's existing processing facility located in URP's Pit No. 4 at 1245 E. Arrow Highway in Irwindale. Loaded trucks will exit the Olive Pit at Cypress Avenue, travel north on Azusa Canyon Road to Arrow Highway, and then west across the I-605 to Pit 4. This transport route lies entirely within the City of Irwindale and will not utilize any adjacent City's streets or State highways.

United Rock has requested a change in operations to allow extraction of up to 1.5 million tons per year, based upon market demand. All other approved elements of the Project will remain the same, including hours of operation, truck routing, and mining and reclamation specifications and methods. Additional equipment will be utilized within the mine site to accomplish the increased extraction rate, and the number of daily truck trips will increase by 1.5 times. Mining and reclamation of the site would be accelerated over a shorter period, and possibly over as few as 20-22 years rather than 32+ years.

In response to this request, the City has requested preparation of an addendum to the Final EIR to evaluate potential changes in impacts related to traffic, noise, air quality, and health risks as reported in the FEIR, and to determine whether mitigation requirements imposed as conditions of approval would need to be modified or supplemented.

CEQA GUIDANCE

As the Lead Agency under CEQA, Irwindale certified the FEIR evaluating and disclosing the potential environmental impacts associated with implementation of the Olive Pit mine and reclamation Project. When an EIR has been certified and the project is modified or otherwise

changed after certification, additional CEQA review may be necessary. The key considerations in determining the need for and appropriate type of additional CEQA review are outlined in §21166 of the Public Resources Code (CEQA), which specifically provides that a Subsequent or Supplemental EIR is not required unless one or more of the following occurs:

- (a) Substantial changes are proposed in the project which will require major revisions in the environmental impact report.
- (b) Substantial changes occur with respect to the circumstances under which the project is undertaken which would require major revisions in the environmental impact report.
- (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

Pursuant to the State CEQA Guidelines §15164, and with reference to §15162, an addendum to a previously certified Environmental Impact Report (EIR) is required when changes or additions are necessary, but where none of the conditions call for the preparation of a subsequent EIR. This addendum will be prepared to assess the requested increased aggregate extraction rate and reclamation timing. The addendum must include an explanation of the decision not to prepare a Supplemental EIR, supported by substantial evidence pursuant to the State CEQA Guidelines §15164(e).

SCOPE OF SERVICES

Our proposed scope of work to complete the addendum is set forth below. Attachment 1 presents our proposed schedule. Attachment 2 presents our proposed budget, with hourly rates that would apply if additional services are required. Attachments 3, 4 and 5 detail the scope of analyses for review of traffic, air quality / health risk assessment / climate change, and noise respectively.

The tasks detailed below and in attachments 3, 4 and 5 describe the activities that will be undertaken to satisfy the requirements of CEQA for the Olive Pit project EIR. The addendum to the FEIR for the Olive Pit Project will be prepared in a form and content acceptable to the City, and pursuant to all applicable State laws and will conform to CEQA and the City's Municipal Code.

In summary, the Scope of Work includes:

- 1) **Project management:** Dr. Jeff Harvey will oversee and coordinate all project tasks, including project team and staff coordination, subconsultant coordination, schedule and budget tracking, quality control and monthly invoicing. Dr. Harvey will be

responsible for preparation of the addendum report, and will attend all meetings with City Staff.

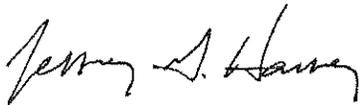
- 2) Meetings will be attended by teleconference, including but not limited to:
 - a) One (1) kick-off meeting with City Staff, and United Rock representatives to confirm that all operational details required to undertake the increased mining rate are accurately described in the addendum.
 - b) As needed meetings with staff to discuss the draft addendum, and responses to staff comments.
- 3) Review of the original Traffic Impact Assessment to rerun the traffic counts for an increase in mining truck trips to accomplish the 1.5 MTY mining rate, and review traffic mitigation measures specified in the FEIR for their adequacy in addressing the increased traffic rate. (See Attachment 3)
- 4) Review of the original Air Quality Assessment and related Health Risk Assessment to evaluate the increased emissions levels associated with the increased extraction operations and mining truck trips, and review of air quality mitigation measures specified in the FEIR for their adequacy in addressing the increased air emissions. (See Attachment 4)
- 5) Review of the original Noise Impact Assessment to rerun the calculations for an increase in on-site extraction operations and mining truck trips, and review of noise mitigation measures specified in the FEIR for their adequacy in addressing Project noise levels. (See Attachment 5)
- 6) Consistent with requirements for CEQA, identify, discuss and develop appropriate mitigation measures if needed for any new short-term and/or long-term impacts associated with the proposed change of operations.
- 7) Prepare an internal review draft addendum with the technical review documents (traffic, noise, air quality and health risk assessment) as appendices for City staff review, and in coordination with City staff, make all revisions to the addendum to incorporate staff's recommendations and revisions to complete the addendum process. The addendum will include discussion of each resource area for which significant impacts were identified in the FEIR to document differences of potential effects from the FEIR as substantial evidence required by CEQA to support the City's decision to rely upon an addendum to satisfy CEQA requirements.

- 8) Delivery of the final addendum will include one copy in digital format (MS Word compatible) and one un-bound reproducible copy. We will also prepare any other number and form (printed or CDs) of copies the City desires, to be billed at direct cost (no mark-up).

CONCLUSION

A draft schedule is included in Attachment 1, and proposed budget is included in Attachment 2. Please let me know if you believe that any assumptions should be revisited, and thank you again for this opportunity to be of further service to you and the City of Irwindale.

Sincerely,



Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

Attachments:

1. Draft Schedule
2. Proposed Budget
3. Traffic Impact Assessment Review Scope
4. Air Quality and HRA Review Scope
5. Noise Assessment Review Scope

cc: Fred Galante, City Attorney

City of Irwindale
Addendum to the Final Environmental Impact Report for the
Olive Pit Mining and Reclamation Project

Attachment 1: Draft Schedule

Action / Deliverables*	Date / Timing
1. Project Initiation & Kick-off Meeting	Assumed October 26 authorization to proceed, and kick-off meeting early week of October 31
2. Complete revised Project Description and Technical Review assessments and internal draft Addendum for staff review	November 15
3. Complete Addendum	November 22, 2016

Attachment 2: Proposed Budget

Supporting Assumptions

Our estimated staff time and cost is presented in Attachment 2, broken down by major task. Assumptions used in the development of this cost estimate include:

- The Scope includes preparation of documentation to meet requirements of the California Environmental Quality Act (CEQA), and it is assumed that the analyses and staff conclusions can support the use of an addendum to satisfy CEQA requirements.
- The budget is presented as a not-to-exceed cost; individual tasks are not fixed, and actual costs may be shifted as needed between tasks.
- The analyses of noise, air quality and GHG will be prepared by our regular team member Paul Miller, who was responsible for preparation of these original technical assessments for the FEIR. Mr. Miller will also assist with QA/QC for the addendum document.
- The traffic impact assessment review will be prepared by Urban Crossroads, Inc. who was responsible for preparation of the original assessment reported in the FEIR.

Task	Personnel	Rate	Hours	Total
1. Project Management (Project Initiation & Kick-off Meeting, Project Description, and staff meetings / coordination with City and Team throughout addendum process)	Harvey	\$195	16	\$3,120
	Production Staff	\$65	4	\$260
		Subtotal:		\$3,800
2. Addendum Document (Technical assessments and internal draft addendum, including CEQA conclusions; staff coordination and Final Addendum)	Harvey	\$195	32	\$6,240
	Urban X-Roads	Contract	Fee	\$12,400
	RCH	Contract	Fee	\$8,100
	Production Staff	\$65	4	\$260
		Subtotal:		\$27,000
		Total:		\$30,800

Attachment 3: Traffic Impact Assessment Review Scope

The following scope of work tasks are required to complete the Revised Truck Activity Evaluation and update the 2014 traffic study findings:

Task 1 – Revised Project Daily and Peak Hour Volumes

- 1.1 Determine the revised daily truck trip generation for the typical morning peak hour, evening peak hour, and daily (24 hours). Convert the truck volumes into Passenger Car Equivalents (PCEs) for impact analysis purposes.
- 1.2 Revise the estimates of employees and visitors (passenger cars) as needed to account for increased extraction levels.
- 1.3 Distribute the revised total project trips (PCEs) to the surrounding street system using the same project trip outbound distribution patterns as shown on Exhibits 2-A, 2-B and 2-C of the 2014 project traffic study report.
- 1.4 Calculate the revised project only average daily traffic (ADT) volumes on roadway segments in the study area.
- 1.5 Determine project only AM and PM peak hour volumes at the 2014 traffic study area intersections.
- 1.6 Prepare project traffic volume exhibits and verify whether all major intersections projected to carry 50 (or more) peak hour project trips have been evaluated in the 2014 traffic study area.

Task 2 – Traffic Operations Analysis

- 2.1 Evaluate peak hour operations at study area intersections using the revised project traffic volumes, for the following analysis scenarios:
 - Existing (2014) Plus Project Conditions
 - Future Baseline Without Project Conditions (Interim Year 2016)
 - Future Baseline Plus Project Conditions (Interim Year 2016)
 - Future Baseline Without Project Conditions (Long Range 2035)
 - Future Baseline Plus Project Conditions (Long Range 2035)
- 2.2 Determine whether any new deficiencies occur with the revised traffic volumes on roadway segments or at study area intersections during morning or evening peak hours.
- 2.3 Determine whether the off-site improvements recommended in the 2014 traffic study reduce the revised project's proportionate increase in delay to pre-project conditions, thus reducing the revised projects impact to less-than-significant and resulting in acceptable traffic operations with addition of project revised traffic volumes.

- 2.4 Determine whether the on-site and site adjacent circulation recommendations in the 2014 traffic study adequately serve the project revised traffic volumes for access purposes
- 2.5 Summarize the results of the project revised truck activity assessment in a letter report with supporting tables, exhibits and appendix materials.
- 2.6 Interface with the client and/or City representatives, and revise the letter reports based upon appropriate technical comments.

Attachment 4: Air Quality, Health Risk Assessment, and Climate Change Analyses Review Scope

This scope-of-work is designed to provide technical assistance with the air quality elements of the Olive Pit Mine Environmental Impact Report (EIR) Addendum. The Olive Pit Mine Final EIR determined that nitrogen oxide (NOx) emissions were significant and unavoidable for the project and for cumulative impacts. The air quality analysis for the Addendum will determine the revised air quality impacts for the increased daily/annual tonnage throughput (from 1 million tons per year to 1.5 million tons per year) and whether additional air quality impacts would occur and/or air quality impacts would increase substantially in severity. If necessary, feasible mitigation measures will be identified to reduce significant impacts. The air quality analysis for increased operations will include revisions of the operational emissions inventory, dispersion modeling, health risk assessment, and climate change analysis. The air quality analysis will be prepared pursuant to the South Coast Air Quality Management District *CEQA Air Quality Handbook*. The air quality analysis for the Addendum will utilize the emission and dispersion models and California Air Resources Board guidance; including the California's Office of Environmental Health Hazard Assessment guidance; which were utilized in the Olive Pit Mine Final EIR (dated October 2014). [Notably, California Office of Environmental Health Hazard Assessment *Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* was released in February of 2015 and California Air Resources Board's EMFAC Emissions Model was released in May of 2015.]

Updated mining operations information (off-road equipment and haul trucks), such as the types/sizes of equipment, hours of operations, number of haul truck trips, and truck route, will be incorporated into the revised analysis. The revised air quality analysis will be documented in the form of a technical memorandum which will include assumptions, methodology, modeling files, and detailed results.

Attachment 5: Noise Assessment Review Scope

RCH Group (RCH) will revise the noise calculations and analysis in the Olive Pit Mine and Reclamation EIR based on the annual throughput increase from 1 million tons per year to 1.5 million tons per year. RCH will identify new significant impacts and previous impacts that are substantially more severe as a result of the increased throughput. If necessary, RCH will identify feasible mitigation measures that could be implemented to reduce new significant impacts or previous impacts that are substantially more severe. RCH assumes they will receive updated mining operations information in order to conduct the revised analysis. Updated mining equipment information and updated over-the-road haul truck trip information should be provided as well as any other pertinent changes to the mining operations. RCH will submit their revised noise calculations, analysis and conclusions in the form of a technical memorandum.



September 27, 2016

Gustavo Romo
Community Development Director
City of Irwindale, Ca

Dear Mr. Romo

United Rock Products currently has a License Agreement and Development Agreement with the City of Irwindale for exaction and reclamation of the Olive Pit. Within the documents is language related to average tons of excavation of material. The current average is 1 million tons per year over the life of the project. Section 9.4 of the Development Agreement contemplates that if the Developer determines that commercial production warrants an increase in the average annual excavation rate, the Developer has the right to amend the agreement.

Per these documents United Rock Products is requesting an amendment to the average annual tons from 1 million to 1.5 million.

Additionally, the operation was originally to commence on December 9th, 2015, so the average tonnage for the operation to meet the term of the License Agreement and Development Agreement is 1.35 million tons. We believe the 1.5 million tons average is a minor modification authorized under section 9.4 of the Development Agreement.

Russ Caruso

Russ Caruso
VP/GM United Rock Products

Cc: Dave Martinez
Bill Boyd
Fred Galante
William Tam

Attachments

License Agreement (City of Irwindale and United Rock Products)
Development Agreement (City of Irwindale and United Rock Products)
Settlement Agreement (City of Baldwin Park and City of Irwindale)

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

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

ROLL CALL:

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

Absent: Councilmember Manuel R. Garcia

Also present: John Davidson, City Manager; Adrian Garcia, Assistant City Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Burrola, seconded by Councilmember Ortiz, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Councilmember Ortiz abstaining on Item No. 1A1; Councilmember Garcia absent.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held September 28, 2016; Councilmember Ortiz abstaining.

**ITEM NO. 1B
WARRANTS**

WARRANTS

No warrants for approval

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:57 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Successor Agency Agenda

Item 1B

October 26, 2016

Accounts Payable

Checks by Date - Summary By Check Number

City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60847	ALESHIRE	Aleshire & Wynder, LLP	10/20/2016	1,192.50
60848	ROSENO	Rosenow Spevacek Group Inc	10/20/2016	7,023.75
			Report Total:	8,216.25

AGENDA REPORT

Date: October 26, 2016

To: Honorable Mayor and City Council
Successor Agency Board
Housing Authority Board
Reclamation Authority Board

Housing Authority Agenda
Reclamation Authority Agenda
Item 1B
October 26, 2016

From: John Davidson, City Manager/Executive Director

Subject: Investment Quarterly Report – September 30, 2016.

City Manager's Recommendation:

Receive and file the Investment Quarterly Report for September 30, 2016.

Background:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of September 30, 2016. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. These funds are pooled to produce a greater interest yield on investments.

Fiscal Impact  (Initial of CFO) None.

Legal Impact  (Initial of Legal Counsel) None.

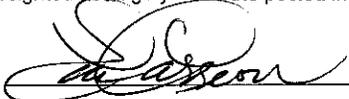
Contact Person: Eva Carreon, City Treasurer (626) 430-2221


John Davidson, City Manager/Executive Director

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2016**

DESCRIPTION OF SECURITY	FACE VALUE OR ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MARKET VALUE	INVESTMENT RATING
CITY OF IRWINDALE INVESTMENTS						
MONEY MARKET FUNDS						
LOCAL AGENCY INVESTMENT FUND (LAIF):						
ACCOUNT # 98-19-394 - CITY	\$ 24,345,642	0.63%			\$ 24,345,642	
ACCOUNT # 25-19-004 - HOUSING AUTHORITY	12,683,427	0.63%			12,683,427	
ACCOUNT # 65-19-050 - SUCCESSOR AGENCY	12,451,723	0.63%			12,451,723	
CERTIFICATES OF DEPOSIT						
ALLY BANK	240,000	1.15%	10/30/13	10/31/16	240,120	
BARCLAYS BANK DELAWARE	240,000	1.90%	12/07/11	12/07/16	240,547	
EVERGREEN BANK GROUP	240,000	0.80%	12/30/14	12/30/16	240,221	
TCB NATIONALBANK	240,000	0.80%	12/31/14	01/03/17	240,182	
BANK OF BARODA	240,000	1.10%	02/04/14	02/06/17	240,557	
CELTIC BANK	240,000	1.00%	12/30/14	03/30/17	240,521	
STEARNS BANK NA	240,000	0.90%	12/31/14	03/31/17	240,432	
INDEPENDENT BANK MEMPHIS	240,000	1.00%	12/30/14	06/30/17	240,739	
SYNOVUS BANK GA	240,000	1.10%	12/30/14	06/30/17	240,883	
THIRD FED SAVINGS & LOAN	240,000	1.40%	11/27/13	11/27/17	242,239	
MEDALLION BK	240,000	1.25%	12/28/15	12/28/17	241,150	
BRICKELL BANK CTF	240,000	1.20%	12/31/15	12/29/17	241,152	
EAGLE BANK CTF	240,000	1.25%	12/30/15	12/29/17	241,442	
FNB OF MCGREGOR TX	240,000	1.15%	12/31/14	01/02/18	241,154	
FIRST NIAGARA BANK CTF	240,000	1.30%	01/08/16	01/08/18	241,217	
LYONS NATIONAL BANK (LYNB)	240,000	1.30%	01/30/14	01/30/18	241,519	
MERCHANTS NATL BANK OH	240,000	1.60%	11/27/13	06/27/18	243,758	
BANK OF THE CALIFORNIA	240,000	1.50%	12/31/14	06/29/18	242,191	
MORTON COMMUNITY BANK (HCBC)	240,000	1.30%	12/30/14	06/29/18	242,153	
COMPASS BANK CTF	240,000	1.55%	12/31/15	07/02/18	242,650	
BMW BANK OF NORTH	240,000	2.10%	10/25/13	10/25/18	245,042	
GE CAPITAL RETAIL BANK	240,000	2.15%	10/25/13	10/25/18	245,779	
SALLIE MAE BANK	240,000	2.00%	11/27/13	11/27/18	245,124	
WELLS FARGO BANK	240,000	1.55%	12/30/15	12/31/18	243,936	
BELMONT BANK & TRUST	240,000	1.35%	01/13/16	01/14/19	244,790	
GOLDMAN SACHS BANK	240,000	2.00%	05/07/14	05/07/19	245,378	
BANK LIBERTY	240,000	1.50%	12/30/15	06/28/19	240,170	
FARM BUREAU BANK (FARMBU)	240,000	1.50%	01/14/16	07/15/19	242,765	
AMERICAN EXPRESS	240,000	2.05%	12/30/15	12/30/19	246,852	
CONNECTONE BK NJ	240,000	1.85%	12/30/14	12/30/19	247,116	
GUARANTY BANK	240,000	1.60%	12/29/15	12/30/19	246,444	
MB FINANCIAL BANK	240,000	1.60%	01/08/16	01/08/20	247,709	
EAGLE BANK CTF	240,000	1.60%	01/13/16	01/13/20	240,283	
CENTRAL BANK ILLINOIS	240,000	1.90%	12/31/15	12/31/20	240,811	
INVESTORS COMM BANK	240,000	1.90%	12/31/15	12/31/20	245,431	
US GOVERNMENT AGENCIES						
FEDERAL HOME LOAN BANK - FHLB	1,998,000	1.00%	03/26/14	06/21/17	2,005,740	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	2,457,500	1.25%	03/19/14	01/30/19	2,496,125	AAA
FEDERAL FARM CREDIT UNION - FFCB	3,000,000	1.25%	03/29/16	03/29/19	3,000,900	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	1,400,000	1.00%	06/30/16	06/28/19	1,394,036	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	988,500	1.25%	12/29/15	10/02/19	1,007,060	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	3,000,000	1.42%	03/30/16	03/30/20	3,003,510	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	4,000,000	1.17%	06/30/16	03/30/20	3,980,160	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	4,000,000	1.50%	04/14/16	04/14/21	4,000,520	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	5,000,000	1.00%	06/30/16	06/30/21	4,981,450	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	5,000,000	1.25%	06/30/16	06/30/21	4,956,100	AAA
TOTAL INVESTMENTS	88,724,792				88,798,853	

It has been verified that this investment portfolio is in conformity, exclusive of items identified, with the City of Irwindale's investment policy which was approved by City Council on June 22, 2016. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the pooled investment portfolio is 1.43 years. The weighted average yield of the pooled investments at cost is 0.916%. Market prices of securities are obtained directly through Bank of the West.

Approved by 

Eva Carreon, Director of Finance/City Treasurer

HOUSING AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

OCT. 26 2016

OCTOBER 12, 2016
WEDNESDAY
7:57 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Authority Members Larry G. Burrola, H. Manuel Ortiz,
Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Absent: Authority Member Manuel R. Garcia

Also present: John Davidson, Executive Director; Adrian Garcia,
Assistant Authority Attorney; Eva Carreon, Finance Director; Anthony
Miranda, Chief of Police; William Tam, Director of Public Works / City
Engineer; Gus Romo, Director of Community Development; Mary
Hull, Human Resources Manager; and Laura Nieto, Assistant
Authority Secretary

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Vice Chair Ambriz, seconded by Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Authority Member Ortiz abstaining on Item No. 1A1; Authority Member Garcia absent.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held September 28, 2016; Authority Member Ortiz abstaining.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:57 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary

AGENDA REPORT

Date: October 26, 2016

To: Honorable Mayor and City Council
Successor Agency Board
Housing Authority Board
Reclamation Authority Board

Housing Authority Agenda
Reclamation Authority Agenda
Item 1B
October 26, 2016

From: John Davidson, City Manager/Executive Director

Subject: Investment Quarterly Report – September 30, 2016.

City Manager's Recommendation:

Receive and file the Investment Quarterly Report for September 30, 2016.

Background:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments to the City Council/Boardmembers for review and compliance with the City's adopted investment policy.

The attached Investment Report summarizes the City's investments as of September 30, 2016. The report shows that funds are invested in the Local Agency Investment Fund (LAIF), certificates of deposits and federal agency securities. All investments are in compliance with the City's adopted investment policy.

The City's Investment Policy applies to all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority. These funds are pooled to produce a greater interest yield on investments.

Fiscal Impact  (Initial of CFO) None.

Legal Impact  (Initial of Legal Counsel) None.

Contact Person: Eva Carreon, City Treasurer (626) 430-2221


John Davidson, City Manager/Executive Director

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2016**

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Approved by 

Eva Carreon, Director of Finance/City Treasurer

AGENDA REPORT

Date: October 26, 2016
To: Honorable Mayor and City Council
Successor Agency Board
Housing Authority Board
Reclamation Authority Board
From: John Davidson, City Manager/Executive Director
Subject: Investment Quarterly Report – September 30, 2016.

Housing Authority Agenda
Reclamation Authority Agenda
Item 1B
October 26, 2016

City Manager's Recommendation:

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Legal Impact  (Initial of Legal Counsel) None.

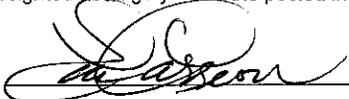
Contact Person: Eva Carreon, City Treasurer (626) 430-2221


John Davidson, City Manager/Executive Director

**CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2016**

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FEDERAL HOME LOAN MTG CORP - FHLMC	4,000,000	1.50%	04/14/16	04/14/21	4,000,520	AAA
FEDERAL HOME LOAN MTG CORP - FHLMC	5,000,000	1.00%	06/30/16	06/30/21	4,981,450	AAA
FEDERAL NATIONAL MORTGAGE ASSN - FNMA	5,000,000	1.25%	06/30/16	06/30/21	4,956,100	AAA
TOTAL INVESTMENTS	88,724,792				88,798,853	

It has been verified that this investment portfolio is in conformity, exclusive of items identified, with the City of Irwindale's investment policy which was approved by City Council on June 22, 2016. The Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the pooled investment portfolio is 1.43 years. The weighted average yield of the pooled investments at cost is 0.916%. Market prices of securities are obtained directly through Bank of the West.

Approved by 

Eva Carreon, Director of Finance/City Treasurer

Reclamation Authority Agenda

Item 1C

October 26, 2016

AGENDA REPORT

**COUNCIL AGENDA
ITEM 1E**

OCT 26 2016

Date: October 26, 2016

To: Mayor and Council Members; Chair and Members of the Reclamation Authority

From: John Davidson, City Manager/Executive Director

Issue: Request to 1) Approve a Consultant Services Agreement with Harvey Consulting Group (HCG) LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation and 2) Approve an Appropriation to the Olive Pit Royalty Fund related to subject expenses

City Manager's/ Executive Director's Recommendation:

1. That the City Council approve the attached Consultant Services Agreement with Harvey Consulting Group (HCG), LLC to prepare an Addendum to the Final Environmental Impact Report certified by the City Council on December 3, 2014 for the Olive Pit Mining and Reclamation Plan for property located at 4407 Azusa Canyon Road (APN: 8415-001-906) with Applicant, United Rock Products Corporation; and
2. That the Reclamation Authority approve Resolution No. 2016-04-018 approving an Appropriation in the amount of \$20,400 to the Olive Pit Royalty Fund for expenses related to the preparation of an addendum to the Olive Pit Mining and Reclamation Plan Final Environmental Impact Report for Fiscal Year 2016-2017.

Background:

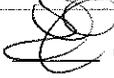
On December 3, 2014, the City Council approved Resolution No. 2014-51-2711 certifying the Final Environmental Impact Report (FEIR) for the Olive Pit Mining and Reclamation Plan followed by the approval of Resolution No. 2014-55-2715 for the Financial Assurances and Mining and Reclamation Plan on December 10, 2014. The entitled Project is anticipated to produce 32 million tons of recoverable aggregate reserves over a 32 year period, with an average of 1 million tons to be mined per year. The Applicant, United Rock Products Corporation, has submitted a request to increase the 1 million ton average per year to 1.5 million.

Although the average of aggregate to be mined per year is proposed to increase, the total aggregate to be mined over the life of the operation will remain the same. The

result would be an expedited operation that would reduce the 32 year life of the mine by approximately 10 years. However, in order to consider this request, an addendum to the certified FEIR needs to be prepared to assess any additional environmental impacts. If it is determined that additional impacts exist that are not covered by the certified FEIR, the request will be required to undergo a noticed public hearing to consider an amendment to the EIR (Refer to Attachment 1, HCG, LLC Letter Proposal Dated October 11, 2016). HCG, LLC prepared the EIR for this project and, as such, it would be appropriate and yield the most efficiencies to have HCG, LLC continue its services related to the CEQA analysis of this project by preparing the addendum to the EIR.

Fiscal Impact:

Per Section 9.1 of the City's Development Agreement with the Applicant, both parties are subject to share equally in the costs of the EIR Consultant in processing any amendments, provided that the City's contribution does not exceed Fifty Thousand Dollars (\$50,000). The total cost of the Consultant's proposal is \$30,800, thus, the City's portion would be no more than \$15,400 and paid by the Olive Pit Royalty Fund. An additional appropriation is required for this amount, plus an estimated \$5,000 for legal services, for a total of \$20,400, which is being requested via this action as a joint City Council action with the Reclamation Authority. The remaining portion would be borne by the Applicant.

Fiscal Impact:  (Initial of CFO)
Legal Impact: <i>Approved electronically on 10/20/16</i> (Initial of Legal Counsel)
Contact Person: Gustavo J. Romo, Community Development Director 626.430.2206 gromo@irwindaleca.gov


John Davidson, City Manager/Executive Director

Attachments:

1. Resolution No. 2016-04-018
2. Proposed Consultant Services Agreement
3. HCG, LLC Letter Proposal Dated October 11, 2016
4. September 27, 2016 Letter DA Modification Request

RESOLUTION NO. 2016-04-018

**A RESOLUTION OF THE CITY OF IRWINDALE RECLAMATION AUTHORITY
AUTHORIZING AN APPROPRIATION IN THE AMOUNT OF \$20,400 TO THE
OLIVE PIT ROYALTY FUND FOR EXPENSES RELATED TO THE
PREPARATION OF AN ADDENDUM TO THE OLIVE PIT MINING AND
RECLAMATION PLAN FINAL ENVIRONMENTAL IMPACT REPORT (FEIR)
FOR FISCAL YEAR 2016-2017**

WHEREAS, on September 27, 2016, Mr. Russ Caruso, on behalf of United Rock Products, submitted a written request to the City of Irwindale to allow a modification to the Development Agreement between the City and United Rock Products for the Olive Pit Mining Operation by increasing the average annual excavation rate from 1 million tons to 1.5 million tons;

WHEREAS, the entitled Project is anticipated to produce 32 million tons of recoverable aggregate reserves over a 32 year period, with an average of 1 million tons to be mined per year;

WHEREAS, while the average of aggregate to be mined per year is proposed to increase, the total aggregate to be mined over the life of the operation will remain the same, thus reducing the life of the mine by approximately 10 years;

WHEREAS, in order to consider the request to be non-substantive and/or procedural per the provisions of Section 9.4(b) of the Development Agreement, an Addendum to the FEIR must be analyzed and prepared to determine if any further CEQA review and documentation is warranted; and

WHEREAS, a proposal for the preparation of an Addendum to the FEIR has been submitted by Harvey Consulting Group (HCG), LLC, which prepared the FEIR, with a proposed cost of \$30,800, of which 50% of the costs is to be borne by the Applicant pursuant to Section 9.1 of the Development Agreement.

NOW, THEREFORE, the Reclamation Authority of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. The \$20,400 appropriation shall be utilized to pay for the preparation of an Addendum to the certified Final Environmental Impact Report for the Olive Pit Mining and Reclamation Plan to cover CEQA consultant and City Attorney costs.

SECTION 2. The Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 26th day of October 2016.

Mark A. Breceda, Mayor/Chair

ATTEST:

Laura M. Nieto, CMC
Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-14-018 was duly and regularly passed and adopted by the Reclamation Authority of the City of Irwindale at its regular meeting held on the 26th day of October 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, CMC
Deputy City Clerk

**CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
ENVIRONMENTAL CONSULTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made and entered into this 26th day of October, 2016, by and between the CITY OF IRWINDALE, a California municipal corporation ("City") and HARVEY CONSULTING GROUP, LLC (herein "Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "A" and incorporated herein by this reference, but not exceeding the maximum contract amount of THIRTY THOUSAND EIGHT HUNDRED AND 00/100 Dollars (\$30,800.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and 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, City will use its best efforts to cause Consultant to be paid within

forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of 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. 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 "A" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services

but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "A").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

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

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

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

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

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

5.2 Other Provisions or Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence

of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

6.4 Ownership of Documents. All studies, surveys, data, notes, computer

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

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

, Mayor

ATTEST:

, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

HARVEY CONSULTING GROUP, LLC

By: _____

Name:

Title:

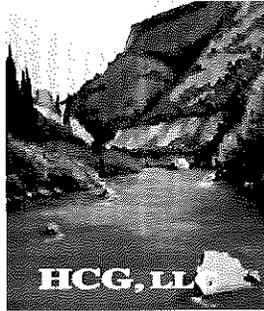
Address: _____

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following services:

See Consultant's Proposal attached hereto. To the extent any provision of Consultant's proposal conflicts with the provisions of this Agreement, the provisions of this Agreement shall control.



October 11, 2016

Mr. Gustavo Romo
Community Development Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, California 91706

Re: Scope of Services to Complete an Addendum to the Final Environmental Impact Report for the Olive Pit Mining and Reclamation Operations and Long Term Reuse, City of Irwindale in Partnership with United Rock Products (SCH No. 2014031051)

Dear Mr. Romo:

As requested we have prepared this scope of services to complete an Addendum to the Final Environmental Impact Report (FEIR) for the Olive Pit Mining and Reclamation Operations and Long Term Reuse, City of Irwindale and United Rock Products (URP). The FEIR was certified and the Project was approved by the City on December 3, 2014. The approval was for mining of remaining aggregate reserves on the existing ± 189 acre Olive Pit, and reclamation of the eastern portion of the pit to yield 32 net developable acres, with the balance of the site to be reclaimed for use as open space and/or stormwater retention basin.

PROJECT BACKGROUND

The approved Project involves three components: 1) construction of a new on-site access road and relocation of the on-site access point; 2) phased extraction of mineral resources (Phases I and II); and 3) site reclamation (Phases I and II). The first operational phase at the site will include extraction of the eastern portion of the site, followed by reclamation of this area to create an approximately 32-acre pad suitable for future development. Reclamation will involve filling the extraction void with compacted inert fill materials. The second operational phase will include

Harvey Consulting Group, LLC
Environmental Consultants
2146 Gold Claims Court, Gold River, California 95670
Phone: (916) 799-6065 / Email: harvey-jeff@sbcglobal.net

extraction of the remainder of the site utilizing both dry and underwater extraction processes. Reclamation of the Phase 2 area will involve stabilization of slopes created during extractive operations, to be completed as final slopes become available for this purpose.

The Project is expected to yield approximately 32-million tons of recoverable aggregate reserves that meet the quality standards of applicable California governmental agencies. Average production is anticipated to be approximately one-million tons of aggregate per year beginning in 2016 / 2017. Extraction will occur for a period of approximately 32 years with concurrent filling operations for reclamation commencing in the first of two phases. Final reclamation of the eastern 32 acres will involve backfilling and compaction to street level for potential future urban development. The remainder of the property will be reclaimed for the potential end land use of storm water retention and groundwater recharge, and/or flood control facility, and/or open space recreational land uses.

Extractive activities will utilize both dry and wet operations and will be subject to the City's guidelines for slope stability and public safety. All mined material will be transported about 3.3 miles from the Olive Pit to URP's existing processing facility located in URP's Pit No. 4 at 1245 E. Arrow Highway in Irwindale. Loaded trucks will exit the Olive Pit at Cypress Avenue, travel north on Azusa Canyon Road to Arrow Highway, and then west across the I-605 to Pit 4. This transport route lies entirely within the City of Irwindale and will not utilize any adjacent City's streets or State highways.

United Rock has requested a change in operations to allow extraction of up to 1.5 million tons per year, based upon market demand. All other approved elements of the Project will remain the same, including hours of operation, truck routing, and mining and reclamation specifications and methods. Additional equipment will be utilized within the mine site to accomplish the increased extraction rate, and the number of daily truck trips will increase by 1.5 times. Mining and reclamation of the site would be accelerated over a shorter period, and possibly over as few as 20-22 years rather than 32+ years.

In response to this request, the City has requested preparation of an addendum to the Final EIR to evaluate potential changes in impacts related to traffic, noise, air quality, and health risks as reported in the FEIR, and to determine whether mitigation requirements imposed as conditions of approval would need to be modified or supplemented.

CEQA GUIDANCE

As the Lead Agency under CEQA, Irwindale certified the FEIR evaluating and disclosing the potential environmental impacts associated with implementation of the Olive Pit mine and reclamation Project. When an EIR has been certified and the project is modified or otherwise

changed after certification, additional CEQA review may be necessary. The key considerations in determining the need for and appropriate type of additional CEQA review are outlined in §21166 of the Public Resources Code (CEQA), which specifically provides that a Subsequent or Supplemental EIR is not required unless one or more of the following occurs:

- (a) Substantial changes are proposed in the project which will require major revisions in the environmental impact report.
- (b) Substantial changes occur with respect to the circumstances under which the project is undertaken which would require major revisions in the environmental impact report.
- (c) New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

Pursuant to the State CEQA Guidelines §15164, and with reference to §15162, an addendum to a previously certified Environmental Impact Report (EIR) is required when changes or additions are necessary, but where none of the conditions call for the preparation of a subsequent EIR. This addendum will be prepared to assess the requested increased aggregate extraction rate and reclamation timing. The addendum must include an explanation of the decision not to prepare a Supplemental EIR, supported by substantial evidence pursuant to the State CEQA Guidelines §15164(e).

SCOPE OF SERVICES

Our proposed scope of work to complete the addendum is set forth below. Attachment 1 presents our proposed schedule. Attachment 2 presents our proposed budget, with hourly rates that would apply if additional services are required. Attachments 3, 4 and 5 detail the scope of analyses for review of traffic, air quality / health risk assessment / climate change, and noise respectively.

The tasks detailed below and in attachments 3, 4 and 5 describe the activities that will be undertaken to satisfy the requirements of CEQA for the Olive Pit project EIR. The addendum to the FEIR for the Olive Pit Project will be prepared in a form and content acceptable to the City, and pursuant to all applicable State laws and will conform to CEQA and the City's Municipal Code.

In summary, the Scope of Work includes:

- 1) **Project management:** Dr. Jeff Harvey will oversee and coordinate all project tasks, including project team and staff coordination, subconsultant coordination, schedule and budget tracking, quality control and monthly invoicing. Dr. Harvey will be

responsible for preparation of the addendum report, and will attend all meetings with City Staff.

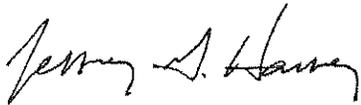
- 2) Meetings will be attended by teleconference, including but not limited to:
 - a) One (1) kick-off meeting with City Staff, and United Rock representatives to confirm that all operational details required to undertake the increased mining rate are accurately described in the addendum.
 - b) As needed meetings with staff to discuss the draft addendum, and responses to staff comments.
- 3) Review of the original Traffic Impact Assessment to rerun the traffic counts for an increase in mining truck trips to accomplish the 1.5 MTY mining rate, and review traffic mitigation measures specified in the FEIR for their adequacy in addressing the increased traffic rate. (See Attachment 3)
- 4) Review of the original Air Quality Assessment and related Health Risk Assessment to evaluate the increased emissions levels associated with the increased extraction operations and mining truck trips, and review of air quality mitigation measures specified in the FEIR for their adequacy in addressing the increased air emissions. (See Attachment 4)
- 5) Review of the original Noise Impact Assessment to rerun the calculations for an increase in on-site extraction operations and mining truck trips, and review of noise mitigation measures specified in the FEIR for their adequacy in addressing Project noise levels. (See Attachment 5)
- 6) Consistent with requirements for CEQA, identify, discuss and develop appropriate mitigation measures if needed for any new short-term and/or long-term impacts associated with the proposed change of operations.
- 7) Prepare an internal review draft addendum with the technical review documents (traffic, noise, air quality and health risk assessment) as appendices for City staff review, and in coordination with City staff, make all revisions to the addendum to incorporate staff's recommendations and revisions to complete the addendum process. The addendum will include discussion of each resource area for which significant impacts were identified in the FEIR to document differences of potential effects from the FEIR as substantial evidence required by CEQA to support the City's decision to rely upon an addendum to satisfy CEQA requirements.

- 8) Delivery of the final addendum will include one copy in digital format (MS Word compatible) and one un-bound reproducible copy. We will also prepare any other number and form (printed or CDs) of copies the City desires, to be billed at direct cost (no mark-up).

CONCLUSION

A draft schedule is included in Attachment 1, and proposed budget is included in Attachment 2. Please let me know if you believe that any assumptions should be revisited, and thank you again for this opportunity to be of further service to you and the City of Irwindale.

Sincerely,



Jeffrey G. Harvey, Ph.D.
Principal & Senior Scientist

Attachments:

1. Draft Schedule
2. Proposed Budget
3. Traffic Impact Assessment Review Scope
4. Air Quality and HRA Review Scope
5. Noise Assessment Review Scope

cc: Fred Galante, City Attorney

City of Irwindale
Addendum to the Final Environmental Impact Report for the
Olive Pit Mining and Reclamation Project

Attachment 1: Draft Schedule

Action / Deliverables*	Date / Timing
1. Project Initiation & Kick-off Meeting	Assumed October 26 authorization to proceed, and kick-off meeting early week of October 31
2. Complete revised Project Description and Technical Review assessments and internal draft Addendum for staff review	November 15
3. Complete Addendum	November 22, 2016

Attachment 2: Proposed Budget

Supporting Assumptions

Our estimated staff time and cost is presented in Attachment 2, broken down by major task. Assumptions used in the development of this cost estimate include:

- The Scope includes preparation of documentation to meet requirements of the California Environmental Quality Act (CEQA), and it is assumed that the analyses and staff conclusions can support the use of an addendum to satisfy CEQA requirements.
- The budget is presented as a not-to-exceed cost; individual tasks are not fixed, and actual costs may be shifted as needed between tasks.
- The analyses of noise, air quality and GHG will be prepared by our regular team member Paul Miller, who was responsible for preparation of these original technical assessments for the FEIR. Mr. Miller will also assist with QA/QC for the addendum document.
- The traffic impact assessment review will be prepared by Urban Crossroads, Inc. who was responsible for preparation of the original assessment reported in the FEIR.

Task	Personnel	Rate	Hours	Total
1. Project Management (Project Initiation & Kick-off Meeting, Project Description, and staff meetings / coordination with City and Team throughout addendum process)	Harvey	\$195	16	\$3,120
	Production Staff	\$65	4	\$260
		Subtotal:		\$3,800
2. Addendum Document (Technical assessments and internal draft addendum, including CEQA conclusions; staff coordination and Final Addendum)	Harvey	\$195	32	\$6,240
	Urban X-Roads	Contract	Fee	\$12,400
	RCH	Contract	Fee	\$8,100
	Production Staff	\$65	4	\$260
		Subtotal:		\$27,000
		Total:		\$30,800

Attachment 3: Traffic Impact Assessment Review Scope

The following scope of work tasks are required to complete the Revised Truck Activity Evaluation and update the 2014 traffic study findings:

Task 1 – Revised Project Daily and Peak Hour Volumes

- 1.1 Determine the revised daily truck trip generation for the typical morning peak hour, evening peak hour, and daily (24 hours). Convert the truck volumes into Passenger Car Equivalents (PCEs) for impact analysis purposes.
- 1.2 Revise the estimates of employees and visitors (passenger cars) as needed to account for increased extraction levels.
- 1.3 Distribute the revised total project trips (PCEs) to the surrounding street system using the same project trip outbound distribution patterns as shown on Exhibits 2-A, 2-B and 2-C of the 2014 project traffic study report.
- 1.4 Calculate the revised project only average daily traffic (ADT) volumes on roadway segments in the study area.
- 1.5 Determine project only AM and PM peak hour volumes at the 2014 traffic study area intersections.
- 1.6 Prepare project traffic volume exhibits and verify whether all major intersections projected to carry 50 (or more) peak hour project trips have been evaluated in the 2014 traffic study area.

Task 2 – Traffic Operations Analysis

- 2.1 Evaluate peak hour operations at study area intersections using the revised project traffic volumes, for the following analysis scenarios:
 - Existing (2014) Plus Project Conditions
 - Future Baseline Without Project Conditions (Interim Year 2016)
 - Future Baseline Plus Project Conditions (Interim Year 2016)
 - Future Baseline Without Project Conditions (Long Range 2035)
 - Future Baseline Plus Project Conditions (Long Range 2035)
- 2.2 Determine whether any new deficiencies occur with the revised traffic volumes on roadway segments or at study area intersections during morning or evening peak hours.
- 2.3 Determine whether the off-site improvements recommended in the 2014 traffic study reduce the revised project's proportionate increase in delay to pre-project conditions, thus reducing the revised projects impact to less-than-significant and resulting in acceptable traffic operations with addition of project revised traffic volumes.

- 2.4 Determine whether the on-site and site adjacent circulation recommendations in the 2014 traffic study adequately serve the project revised traffic volumes for access purposes
- 2.5 Summarize the results of the project revised truck activity assessment in a letter report with supporting tables, exhibits and appendix materials.
- 2.6 Interface with the client and/or City representatives, and revise the letter reports based upon appropriate technical comments.

Attachment 4: Air Quality, Health Risk Assessment, and Climate Change Analyses Review Scope

This scope-of-work is designed to provide technical assistance with the air quality elements of the Olive Pit Mine Environmental Impact Report (EIR) Addendum. The Olive Pit Mine Final EIR determined that nitrogen oxide (NOx) emissions were significant and unavoidable for the project and for cumulative impacts. The air quality analysis for the Addendum will determine the revised air quality impacts for the increased daily/annual tonnage throughput (from 1 million tons per year to 1.5 million tons per year) and whether additional air quality impacts would occur and/or air quality impacts would increase substantially in severity. If necessary, feasible mitigation measures will be identified to reduce significant impacts. The air quality analysis for increased operations will include revisions of the operational emissions inventory, dispersion modeling, health risk assessment, and climate change analysis. The air quality analysis will be prepared pursuant to the South Coast Air Quality Management District *CEQA Air Quality Handbook*. The air quality analysis for the Addendum will utilize the emission and dispersion models and California Air Resources Board guidance; including the California's Office of Environmental Health Hazard Assessment guidance; which were utilized in the Olive Pit Mine Final EIR (dated October 2014). [Notably, California Office of Environmental Health Hazard Assessment *Air Toxics Hot Spots Program Guidance Manual for Preparation of Health Risk Assessments* was released in February of 2015 and California Air Resources Board's EMFAC Emissions Model was released in May of 2015.]

Updated mining operations information (off-road equipment and haul trucks), such as the types/sizes of equipment, hours of operations, number of haul truck trips, and truck route, will be incorporated into the revised analysis. The revised air quality analysis will be documented in the form of a technical memorandum which will include assumptions, methodology, modeling files, and detailed results.

Attachment 5: Noise Assessment Review Scope

RCH Group (RCH) will revise the noise calculations and analysis in the Olive Pit Mine and Reclamation EIR based on the annual throughput increase from 1 million tons per year to 1.5 million tons per year. RCH will identify new significant impacts and previous impacts that are substantially more severe as a result of the increased throughput. If necessary, RCH will identify feasible mitigation measures that could be implemented to reduce new significant impacts or previous impacts that are substantially more severe. RCH assumes they will receive updated mining operations information in order to conduct the revised analysis. Updated mining equipment information and updated over-the-road haul truck trip information should be provided as well as any other pertinent changes to the mining operations. RCH will submit their revised noise calculations, analysis and conclusions in the form of a technical memorandum.



September 27, 2016

Gustavo Romo
Community Development Director
City of Irwindale, Ca

Dear Mr. Romo

United Rock Products currently has a License Agreement and Development Agreement with the City of Irwindale for exaction and reclamation of the Olive Pit. Within the documents is language related to average tons of excavation of material. The current average is 1 million tons per year over the life of the project. Section 9.4 of the Development Agreement contemplates that if the Developer determines that commercial production warrants an increase in the average annual excavation rate, the Developer has the right to amend the agreement.

Per these documents United Rock Products is requesting an amendment to the average annual tons from 1 million to 1.5 million.

Additionally, the operation was originally to commence on December 9th, 2015, so the average tonnage for the operation to meet the term of the License Agreement and Development Agreement is 1.35 million tons. We believe the 1.5 million tons average is a minor modification authorized under section 9.4 of the Development Agreement.

Russ Caruso

Russ Caruso
VP/GM United Rock Products

Cc: Dave Martinez
Bill Boyd
Fred Galante
William Tam

Attachments

License Agreement (City of Irwindale and United Rock Products)
Development Agreement (City of Irwindale and United Rock Products)
Settlement Agreement (City of Baldwin Park and City of Irwindale)