

CITY OF IRWINDALE

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



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

May 14, 2025

SPECIAL MEETING – 5:00 P.M.

REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

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

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

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

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL



SPECIAL MEETING**1. CALL TO ORDER****2. ROLL CALL: Councilmembers: Albert F. Ambriz, Mark A. Breceda, Manuel R. Garcia; Mayor Pro Tem H. Manuel Ortiz, Mayor Larry G. Burrola****3. AB 2449 DISCLOSURES**

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION**A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Significant Exposure to Litigation

[Pursuant to Government Code sections 54954.5(c), 54956.9 (d)(3), (e)(1)]

Based on existing facts and circumstances, this closed session is only to decide whether a closed session is authorized pursuant to Government Code section 54956.9(d)(2), which provides: "A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency." Facts and circumstances are those that might result in litigation against the local agency but which the local agency believes are not yet known to a potential plaintiff or plaintiffs, which facts and circumstances need not be disclosed.

Number of cases: 3

B. Public Employee Performance Evaluation

Pursuant to California Government Code Section 54957

Title: City Manager

6. RECONVENE IN OPEN SESSION**7. REPORT FROM CLOSED SESSION****8. ADJOURNMENT****REGULAR MEETING**

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Maintenance Aides Jose Casas, Daniel Mathews, and John Near

B. Introduction of Irwindale Police Officer Ricky Moreno

18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. Recognition of the Irwindale Cheer Team

B. Proclamation - National Public Works Week

C. Chamber of Commerce Businesses of the Month - Dance Syndicate (February); Santa Anita Park (March); Rogers & Associates (April)

D. Irwindale Chamber of Commerce Quarterly Update

19. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held March 12, 2025

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

C. Rejection of Claim - Kurtis Pasco vs. City of Irwindale***Department: City Clerk***

Recommendation: (1) Reject the claim of Kurtis Pasco vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

D. Second Reading of Ordinance No. 760 to Amend Irwindale Municipal Code Chapter 8.16 to Impose Penalties for Fireworks Violations***Department: City Attorney***

Recommendation: Direct the City Attorney to read by title only, waive reading of, and **adopt Ordinance No. 760** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER 8.16 ("FIREWORKS") OF TITLE 8 ("HEALTH & SAFETY") OF THE IRWINDALE MUNICIPAL CODE TO IMPOSE PENALTIES FOR FIREWORKS VIOLATIONS AND PROVIDE OTHER ADMINISTRATIVE CHANGES FOR THE REGULATION OF FIREWORKS."

E. 2nd Reading - Ordinance 794***Department: Human Resources***

Recommendation: That the City Council adopt on second reading by title only with further reading waived Ordinance 794, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM."

F. Irwindale Business Center Sewer and Streetlight Maintenance Assessment Districts Engineer's Report and Notice of Intent to Levy***Department: Finance***

Recommendation:

1. Adopt Resolution No. 2025- entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE SEWER MAINTENACNE DISTRICT FOR FISCAL YEAR 2025-2026; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS.**"
2. Adopt Resolution No. 2025- entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT (THE IRWINDALE BUSINESS CENTER); DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2025-2026; AND GIVING NOTICE OF A**

DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS."

3. Set the Public Hearing for June 11, 2025, to consider setting assessments for the two above-mentioned Assessment Districts.

G. Americans with Disabilities Act (ADA) Assistance Program

Department: Public Services

Recommendation: Adopt Resolution No. 2025-39-3627, entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (D), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) AUTHORIZING TO PROVIDE AN UPDATE ON THE CITY OF IRWINDALE'S ADA ASSISTANCE PROGRAM.**"

H. Neighborhood Coyote Program

Department: Public Services

Recommendation: Adopt Resolution No. 2025-38-3626, entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM.**"

I. Acceptance of the Aquatic Center Swimming Pool Renovation Project; P-1062

Department: Engineering

Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the construction improvements of the Irwindale Aquatic Center - Main Swimming Pool Renovation Project (2) approve the final construction project amount of \$943,921.56 under the construction contract with Blue Star Pools, Inc.; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project.

J. Award of Contract for the Irwindale Recreation Center HVAC Replacement Project; P-1071

Department: Engineering

Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with AC Pros, Inc in the amount of \$196,180 for the Irwindale Recreation Center HVAC Replacement Project; and (2) approve a 10% construction contingency in the amount of \$19,618 to cover any unforeseeable conditions that may arise during construction.

20. SPONTANEOUS COMMUNICATIONS

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

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

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

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

Public Comments will be heard in the following order:

1: In-person attendees

2: Teleconference attendees

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

21. NEW BUSINESS

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

22. PUBLIC HEARINGS

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

23. CITY MANAGER'S REPORT

24. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

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

25. ADJOURN

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

26. AB 2449 DISCLOSURES

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

27. CONSENT CALENDAR**A. Minutes of the Regular Meeting Held March 12, 2025**

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Finance

Recommendation:

28. 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.

29. NEW BUSINESS

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

30. PUBLIC HEARINGS

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

31. ADJOURN

HOUSING AUTHORITY

32. AB 2449 DISCLOSURES

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

33. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held March 12, 2025

Department: City Clerk

Recommendation: Approve

34. 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.

35. NEW BUSINESS

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

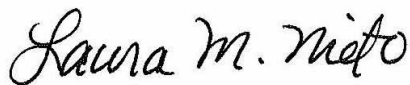
36. PUBLIC HEARINGS

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

37. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on May 14, 2025, be posted at the City Hall, Library, and Post Office on **May 8, 2025**.



Laura M. Nieto, MMC
Chief Deputy City Clerk

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

MARCH 12, 2025
WEDNESDAY
5:30 P.M.

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

ROLL CALL:

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

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City
Attorney; Theresa Olivares, Assistant City Manager; and Laura Nieto,
Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

**RECESS TO
CLOSED SESSION**

At 5:31 p.m., the City Council met in Closed Session to discuss the
following:

Conference with Real Property Negotiator

Pursuant to California Government code Section 54956.8

Property: 14905 Los Angeles Street, Irwindale, CA

Agency Negotiator: Julian Miranda, Executive Director

Negotiating Parties: Marianna Diaz

Under Negotiation: Price and terms of payment

ACTION: Update provided, no direction provided nor any action taken

Property: 16359 Arrow Highway

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: 39 Dalton Financial Ltd. Partnership

Under Negotiation: Price and terms of payment

ACTION: Update provided, no direction provided nor any action taken

Property: 16336 Arrow Highway

Agency Negotiator: Julian A. Miranda, City Manager

Negotiating Parties: Grainger, Linette Trust; Linette Grainger

Under Negotiation: Price and terms of payment

ACTION: Information provided, direction provided to staff; no
reportable action

**RECONVENE IN
OPEN SESSION**

At 6:01 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:02 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

ROLL CALL:

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

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

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA** None.

**COUNCILMEMBER
TRAVEL REPORTS** None.

**COUNCILMEMBER
COMMENTS**

MAYOR PRO TEM
ORTIZ Mayor Pro Tem Ortiz spoke highly about the Emergency Preparedness Fair held recently and thanked those that coordinated it.

MAYOR BURROLA Mayor Burrola thanked staff and the vendors that participated in the event as well as Senator Rubio for attending.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

ITEM NO. 17A
INTRODUCTION OF
COMMUNITY
DEVELOPMENT
OFFICE SPECIALIST
CYNTHIA
LARGAESPADA
INTRODUCTION OF COMMUNITY DEVELOPMENT OFFICE
SPECIALIST CYNTHIA LARGAESPADA
Director Simpson presented Office Specialist Cynthia Largaespada.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

<u>ITEM NO. 18A</u> FOOTHILL GOLDLINE GLENORA TO POMONA SUBSTANTIAL COMPLETION VIDEO	FOOTHILL GOLDLINE GLENORA TO POMONA SUBSTANTIAL COMPLETION VIDEO The video presentation was made.
<u>ITEM NO. 18B</u> PRESENTATION BY VALLEY COUNTY WATER DISTRICT – ENSURING WATER SAFETY AND RELIABILITY	PRESENTATION BY VALLEY COUNTY WATER DISTRICT – ENSURING WATER SAFETY AND RELIABILITY The presentation was made.
<u>ITEM NO. 18C</u> PROCLAMATION PROCLAIMING RED CROSS MONTH	PROCLAMATION PROCLAIMING RED CROSS MONTH The proclamation was made.

CONSENT CALENDAR

MOTION	A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Breceda, to approve the Consent Calendar, except for Item No. 19C, which was removed for separate consideration. The motion was unanimously approved.
<u>ITEM NO. 19A</u> MINUTES OF THE SPECIAL AND REGULAR MEETINGS OF JANUARY 22, 2025, AND THE SPECIAL MEETING OF FEBRUARY 4, 2025	MINUTES OF THE SPECIAL AND REGULAR MEETINGS OF JANUARY 22, 2025, AND THE SPECIAL MEETING OF FEBRUARY 4, 2025 The minutes were approved.
<u>ITEM NO. 19B</u> WARRANTS / DEMANDS / PAYROLL	WARRANTS / DEMANDS / PAYROLL The warrants / demands / payroll were approved.
<u>ITEM NO. 19D</u> AWARD PRO. SERVICES CONTRACT FOR ANNUAL AUDIT SERVICES	AWARD PROFESSIONAL SERVICES CONTRACT FOR ANNUAL AUDIT SERVICES The contract with LSL, LLP, to provide annual audit services for five years, was approved.
<u>ITEM NO. 19E</u> ADOPT RESOLUTIONS OF INTENT TO AMEND THE CONTRACT BETWEEN CALPERS	ADOPT RESOLUTIONS OF INTENT TO AMEND THE CONTRACT BETWEEN CALPERS AND THE CITY OF IRWINDALE TO IMPLEMENT A PENSION COST SHARE PROVISION FOR UNREPRESENTED MANAGEMENT AND EXECUTIVE EMPLOYEES

AND THE CITY OF
IRWINDALE

RESOLUTION NO.
2025-50-3605
ADOPTED

Resolution No. 2025-50-3605, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECITON 20516 BY UNREPRESENTED MANAGEMENT EMPLOYEES,” and

RESOLUTION NO.
2025-19-3607
ADOPTED

Resolution No. 2025-19-3607, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RELATING TO CALPERS RETIREMENT COST-SHARING UNDER GOVERNMENT CODE SECTION 20516 BY UNREPRESENTED EXECUTIVE EMPLOYEES,” were approved.

ITEM NO. 19F
LOS ANGELES CO.
DEPT. OF PUBLIC
HEALTH – PUBLIC
HEALTH SERVICES
AGMT.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH –
PUBLIC HEALTH SERVICES AGREEMENT

The City Council approved the Los Angeles County Department of Public Health – Public Health Services Agreement and the City Manager was authorized to execute the agreement on behalf of the City.

ITEM NO. 19G
OUT OF STATE TRAVEL
TO THE INTL. COUNCIL
OF SHOPPING CNTRS.
CONFERENCE IN
LAS VEGAS, NV, FOR
CITY COUNCIL AND
CITY STAFF

OUT OF STATE TRAVEL TO THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA, FOR CITY COUNCIL AND CITY STAFF

RESOLUTION NO.
2025-25-3613
ADOPTED

Resolution No. 2025-25-3613, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING OUT OF STATE TRAVEL TO THE 2025 INTERNATIONAL COUNCIL OF SHOPPING CENTERS CONFERENCE IN LAS VEGAS, NEVADA, FOR THREE CITY COUNCILMEMBERS AND TWO STAFF MEMBERS,” was adopted.

ITEM NO. 19H
ADOPTING
IRWINDALE’S ENERGY
RESILIENCE ACTION
PLAN

ADOPTING IRWINDALE’S ENERGY RESILIENCE ACTION PLAN

RESOLUTION NO.
2025-24-3612
ADOPTED

Resolution No. 2025-24-3612, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING IRWINDALE’S ENERGY RESILIENCE ACTION PLAN (ERAP) AND AUTHORIZING THE MAYOR TO SIGN THE ERAP COMMITMENT LETTER”.

ITEM NO. 19I
APPROVAL OF LEASE
OF CITY’S WATER
PRODUCTION RIGHTS
FOR FY 2024/2025

APPROVAL OF LEASE OF CITY’S WATER PRODUCTION RIGHTS
FOR FY 2024/2025

The City Manager was authorized to sign the First Extension of Temporary Assignment or Lease of Water Rights with Valley County Water District for Fiscal Year 2024/2025.

ITEM NO. 19J
DECLARATION OF
SURPLUS VEHICLES,
EQUIPMENT, AND
MISC. ITEMS

DECLARATION OF SURPLUS VEHICLES, EQUIPMENT, AND
MISCELLANEOUS ITEMS

RESOLUTION NO.
2025-22-3610
ADOPTED

Resolution No. 2025-22-3610, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS AS SURPLUS AND AUTHORIZING DISPOSITION OF THE SURPLUS VEHICLES, EQUIPMENT, AND MISCELLANEOUS ITEMS,” was adopted.

ITEM NO. 19K
APPROVE CONTRACT
EXTENSION TO THE
4TH OF JULY
FIREWORKS
SPECTACULAR SHOW

APPROVE CONTRACT EXTENSION TO THE 4TH OF JULY
FIREWORKS SPECTACULAR SHOW

The City Manager was authorized to sign the contract extension for the July 4th Fireworks Spectacular Show.

ITEM NO. 19L
AWARD OF AS-NEEDED
CIVIL ENGINEERING,
SUBDIVISION MAP
REVIEW, AND LAND
SURVEYING SERVICES
CONTRACT

AWARD OF AS-NEEDED CIVIL ENGINEERING, SUBDIVISION
MAP REVIEW, AND LAND SURVEYING SERVICES CONTRACT

The City Manager was authorized to execute an agreement with Coory Engineering for As-Needed Civil Engineering, Subdivision Map Review, and Land Surveying Services for an amount not-to exceed \$250,000.

END OF CONSENT CALENDAR

ITEM NO. 19C
IRWINDALE GATEWAY
SPECIFIC PLAN

IRWINDALE GATEWAY SPECIFIC PLAN

MAYOR PRO TEM
ORTIZ

Mayor Pro Tem Ortiz asked about the development standards for the project, specifically the setbacks set for Arrow Highway, Live Oak Lane, and Live Oak Avenue, to which Senior Planner Jones advised that the setbacks for Arrow Highway and Live Oak Avenue are set at 20 feet, while Live Oak Lane's setback is set at 10 feet, possibly since it is an interior street.

Mayor Pro Tem Ortiz also asked about the maximum building height for the project, to which Senior Planner Jones advised that the area is zoned M2 which sets no height limit. She added that the proposed building would set a height standard.

Mayor Pro Tem Ortiz suggested that the building not be permitted to be taller than 55 feet, to which City Attorney Guerra stated that the Council had previously agreed to approve the project as proposed, and that if the Council now would like to make additional revisions, he would recommend setting a public hearing.

Responding to a question by Mayor Pro Tem Ortiz, City Attorney Guerra advised that the Council has previously directed staff to return with the originally-proposed standards as set forth in the specific plan following the closure of the public hearing.

Mayor Pro Tem Ortiz also asked about the proposed eight-foot wall at the BESS project site, to which City Attorney Guerra stated that the ordinance would include all BESS regulations, including wall height.

COUNCILMEMBER
BRECEDA

Councilmember Breceda preferred to leave the regulations as currently stated in the draft ordinance.

CITY MANAGER
MIRANDA

City Manager Miranda noted that the Zoom meeting was experiencing technical difficulties and requested a five-minute break to look into resolving them.

RECESS

At 6:39 p.m., the Council took a short recess.

RECONVENE

At 6:43 p.m., the Council reconvened in Open Session with all members present.

MAYOR PRO TEM
ORTIZ

Mayor Pro Tem Ortiz requested that the height of the block wall be increased from eight feet to ten feet.

JEFF DRITLEY

Jeff Dritley with Kearny Real Estate indicated that his company accepts the wall height change requested by Mayor Pro Tem Ortiz.

CITY ATTORNEY
GUERRA

City Attorney Guerra noted that the change would be reflected in the specific plan ordinance and the tentative parcel map resolution that cites the conditions of approval.

ROBERT DIAZ Robert Diaz opposed the approval of the Specific Plan since he believes it will take away the City's ability to regulate zoning and turns that authority over to the developer. He also stated that the Council has approved each specific plan that it has been presented with, which is not necessary, and opposed the lot line adjustment and the statement of overriding considerations. He urged the Council to consider the city's needs over the developer's wants.

DENA ZEPEDA Dena Zepeda thanked the Valley County Water District for the water information it presented and commended staff for the recent emergency preparedness fair. She also urged the Council to understand the residents' needs and focus less on what the developer wishes for.

SUZANNE GOMEZ Suzanne Gomez concurred with Robert Diaz and said that a specific plan should be handed out for every development. She added that sometimes it is better to continue matters to the future in order to conduct additional research.

RESOLUTION NO. 2025-01-3589
ADOPTED **Resolution No. 2025-01-3589**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE (1) CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, STATE CLEARING HOUSE (SCH# 2023020290); (2) ADOPTING THE FINDINGS REQUIRED BY CEQA GUIDELINES, SECTION 15091; (3) ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR THE IRWINDALE GATEWAY SPECIFIC PLAN; and

RESOLUTION NO. 2025-02-3590
ADOPTED **Resolution No. 2025-02-3590**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING THE COMMUNITY DEVELOPMENT ELEMENT AND LAND USE PLAN MAP OF THE CITY'S GENERAL PLAN (GPA NO. 02-2022) FROM REGIONAL COMMERCIAL TO SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF," were adopted, and

ORDINANCE NO. 787
INTRODUCED FOR
FIRST READING **Ordinance No. 787**, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING ZONE ORDINANCE AMENDMENT NO. 02-2023 TO ADD IRWINDALE GATEWAY SPECIFIC PLAN TO TITLE 17 OF THE IRWINDALE MUNICIPAL CODE (IMC), DEFINING PERMITTED USES, REGULATING THE SIZES AND LOCATIONS OF BUILDINGS, SPECIFYING DESIGN

GUIDELINES AND DEVELOPMENT STANDARDS, ADDRESSING MOBILITY AND CONNECTIVITY TOPICS, IDENTIFYING PROJECT INFRASTRUCTURE AND SERVICES, AND PROVIDING ADMINISTRATIVE AND IMPLEMENTATION LANGUAGE FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AND FINIDNG THE PROJECT CONSISTENT WITH THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)” and

ORDINANCE NO. 788
INTRODUCED FOR
FIRST READING

Ordinance No. 788, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE MODIFYING THE CITY OF IRWINDALE ZONING MAP (ZONE CHANGE NO. 02-2022) FROM M-2 (HEAVY MANUFACTURING) TO IRWINDALE GATEWAY SPECIFIC PLAN FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-047) AND FINDING THE PROJECT CONSISTENT WITH THE CERTIFIED ENVIRONMENTAL IMPACT REPORT (SCH# 2023020290)” were introduced for first reading, reading by title only and waiving further reading thereof, and

RESOLUTION NO.
2025-05-3593
ADOPTED

Resolution No. 2025-05-3593, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING TENTATIVE PARCEL MAP NO. 83854 TO CREATE SEVEN (7) PARCELS FOR PROPERTY LOCATED AT 13620 LIVE OAK LANE, IRWINDALE, CA (APNS: 8532-002-046 AND 8532-002-04) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO CONDITIONS AS SET FORTH HEREIN, MAKING FINDINGS IN SUPPORT THEREOF,” was approved, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved; to include the change to the wall height requested by Mayor Pro Tem Ortiz.

SPONTANEOUS COMMUNICATIONS

RYAN SERRANO

Ryan Serrano, Deputy District Director with the Office of Supervisor Solis, spoke on an upcoming Veterans Expo event scheduled for March 21 and encouraged all to attend.

DENA ZEPEDA

Dena Zepeda spoke highly of the recent emergency preparedness fair and suggested holding an event specifically for seniors. She also spoke on her opposition to the development of a battery energy storage system.

JOSLYN DURAN

Joslyn Duran thanked all for supporting her small business and asked whether Irwindale could extend some of its youth programs to Irwindale business owners’ families.

MAYOR BURROLA AND COUNCILMEMBER AMBRIZ Mayor Burrola and Councilmember Ambriz requested that staff look into the request and report back at the next meeting.

NEW BUSINESS

ITEM NO. 21A
ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL EYAR ENDED JUNE 30, 2024

DIRECTOR BORHANI Director Borhani introduced Ryan Domino with Lance, Soll, and Lunghard, LLP, who made a PowerPoint presentation.

MOTION A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Breceda, to receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year ended June 30, 2024. The motion was unanimously approved.

ITEM NO. 21B
MID-YEAR FINANCIAL REVIEW AND ADJUSTMENTS TO THE FY 2024-2025 BUDGET

DIRECTOR BORHANI Director Borhani presented the staff report.

RESOLUTION NO. 2025-26-314
ADOPTED **Resolution No. 2025-26-314**, entitled:
“A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE IRWINDALE RECLAMATION AUTHORITY BOARD APPROVING ADJUSTMENTS TO THE BUDGET FOR FISCAL YEAR 2024-2025,” was adopted on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 21C
REQUEST FOR SPEED HUMPS INSTALLATION ON HIDALGO ST. AND MARTINEZ ST. UPDATE

CITY ATTORNEY GUERRA City Attorney Guerra requested that a discussion be held regarding Martinez Street first, followed by Hidalgo.

DIRECTOR CHAN Director Chan advised that staff conducted a survey and traffic study for both streets, per Council direction, with the results shown in the staff report. Based on the findings, speed humps may be installed on Hidalgo Street to mitigate excessive speed and traffic volume. However, Martinez Street did not meet the minimum resident support.

COUNCILMEMBER AMBRIZ Councilmember Ambriz concurred that the residents of Martinez Street are not interested in speed humps.

MAYOR BURROLA Seeing no further comments, Mayor Burrola continued the discussion to Hidalgo Street.

COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA Councilmembers Breceda and Garcia and City Manager Miranda declared potential conflicts of interest and exited the Council Chambers at 7:42 p.m.

DIRECTOR CHAN Director Chan presented options to the Council for the installation of speed humps on Hidalgo Street: 1) prepare a bid package as a new capital improvement project, which would require additional budgeting, and 2) include the construction of the speed humps as part of the FY 24/25 pavement rehabilitation project, which would reduce costs by eliminating separate bidding and advertising expenses while streamlining bidding and construction processes. He noted that funding for option two is available in the project budget. If approved, construction would begin in June or July of this year.

MAYOR BURROLA Mayor Burrola requested that staff present the costs for both options to the Council.

MAYOR PRO TEM ORTIZ Responding to a question by Mayor Pro Tem Ortiz, Director Chan advised that option two would entail rolling the construction of the speed humps into the pavement rehabilitation project; the contractor would first install the two speed humps on Hidalgo Street and then proceed with resurfacing the streets.

MOTION A motion was made by Mayor Pro Tem Ortiz, seconded by Mayor Burrola, to direct staff to incorporate the design plans and specifications for the speed humps on Hidalgo Street into the FY 24/25 Pavement Rehabilitation Project. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

PUBLIC HEARINGS None.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA City Manager Miranda presented the following report:

1) On March 8, the City hosted an Emergency Preparedness and

- RockAbilities Resource Fair, which over 200 attendees enjoyed. He thanked staff for working hard to ensure the event's success.
- 2) An annual Spring Book Festival hosted by the Library will be held March 22 at the Irwindale Park Plaza.
 - 3) Human Resources is accepting applications for the 2025 Summer Youth Program.

**REQUESTS FOR
AGENDA ITEMS BY
CITY COUNCIL**

MAYOR BURROLA

Mayor Burrola requested that an update on the pool renovation project be presented, to which City Manager Miranda advised that the replastering of the pool was postponed due to the rain, but staff anticipates that it'll be done next week. Staff also anticipates that the pool would open for the spring session on April 7.

ADJOURNMENT

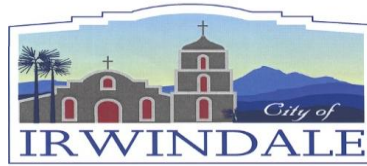
There being no further business to conduct, the meeting was adjourned at 7:53 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

April 2025

April 1 - 30, 2025



Number	Vendor Name	Date	Amount
WFB-58	CJPIA Excess Pool	4/10/2025	10,313.69
WFB-60	Fidelity National Title Insurance Company	4/29/2025	17,970.00
WFB-61	CJPIA Excess Pool	4/30/2025	30,000.00
Report Total:			58,283.69

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
April 2025

Payroll Batch DATE OF ISSUE 4/3/25	429-04-2025, 430-04-2025, 431-04-2025 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	62,613.50
	14 Finance Department	28,302.15
	35 Police Department	234,444.40
	40 Recreation Department	34,902.73
	41 Aquatics Department	6,000.27
	42 Senior Citizens' Center	19,789.25
	44 Library	17,362.83
	51 Planning & Community Development	31,353.19
	52 Public Works - Engineering	35,853.09
	57 Public Works - Services	58,519.16
	Gross Payroll	530,871.72
	Required Deductions	(150,623.09)
	Voluntary Deductions	(26,263.95)
	Net Payroll	353,984.68
Payroll Batch DATE OF ISSUE 4/17/25	412-04-2025, 413-04-2025 DEPARTMENT	AMOUNT
	11 City Council	5,843.44
	13 City Administrative Office	63,495.70
	14 Finance Department	28,488.50
	35 Police Department	209,821.36
	40 Recreation Department	31,753.14
	41 Aquatics Department	9,122.81
	42 Senior Citizens' Center	19,830.81
	44 Library	15,001.91
	51 Planning & Community Development	31,281.94
	52 Public Works - Engineering	36,243.87
	57 Public Works - Services	60,083.22
	Gross Payroll	510,966.70
	Required Deductions	(145,439.34)
	Voluntary Deductions	(27,784.01)
	Net Payroll	337,743.35
Payroll Batch DATE OF ISSUE 4/24/25	424-04-2025 DEPARTMENT	AMOUNT
	52 Public Works - Engineering	16,743.93
	Gross Payroll	16,743.93
	Required Deductions	(6,628.33)
	Voluntary Deductions	-
	Net Payroll	10,115.60

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
104683	CALIFO56	California State Disbursement Unit	04/17/2025	604.15
104684	CALIFO57	California State Disbursement Unit	04/17/2025	143.07
104685	CALIFO58	California State Disbursement Unit	04/17/2025	100.00
104686	CITY01	City of Hope	04/17/2025	34.00
104687	ICEA	Irwindale City Employee Assoc.	04/17/2025	1,092.00
104688	IMEA	Irwindale Mgmt Employee Assoc.	04/17/2025	540.00
104689	IRWIND02	Irwindale Police Officers Assoc.	04/17/2025	3,118.00
104690	LOSANG31	Los Angeles County Sheriff's Dept.	04/17/2025	104.78
104691	AH01	AH Illusions Inc.	04/17/2025	550.00
104692	AMAZON1	Amazon Capital Services, Inc.	04/17/2025	3,758.12
104693	MIJACA	Balcon Holdings, Inc.	04/17/2025	2,447.00
104694	BENE02	Benefit Coordinator Corporation (BCC)	04/17/2025	3,444.35
104695	WOOD02	Nathaniel Burrola-Woodard	04/17/2025	47.60
104696	CAMPOS03	Manuel Campos	04/17/2025	136.90
104697	CITYOF33	City of Whittier	04/17/2025	1,617.81
104698	CIVIC02	CivicPlus, LLC	04/17/2025	1,500.00
104699	BATE01	Elior Inc.	04/17/2025	4,186.25
104700	ESPINO05	Ernesto Espino	04/17/2025	250.00
104701	FLAGSH	Flag Shop	04/17/2025	2,242.32
104702	FLOR20	Mariluisa Flores	04/17/2025	75.00
104703	GONZAL21	Angel Gonzalez	04/17/2025	75.00
104704	HOFFOR01	Christopher Hofford	04/17/2025	324.00
104705	IIMC02	International Institute of	04/17/2025	195.00
104706	NAN01	Nancy K Bohl Inc	04/17/2025	2,083.00
104707	OEI10	Ima Oei	04/17/2025	10.00
104708	OLIVAR01	Theresa Olivares	04/17/2025	877.48
104709	PONCE10	Lorraine Ponce	04/17/2025	450.00
104710	LEGAL03	Pre-Paid Legal Services, Inc.	04/17/2025	110.65
104711	RACAN01	Monica Racanoj	04/17/2025	75.00
104712	REGIST01	Registrar-Recorder/County Clerk	04/17/2025	6,476.83
104713	Rodrigue	Rodolfo Rodriguez	04/17/2025	200.00
104714	SMART&FI	Smart & Final Att: Credit Department	04/17/2025	25.00
104715	SCE02	Southern California Edison	04/17/2025	815.52
104716	STATEO01	State Of California	04/17/2025	224.00
104717	TACO01	Tacos El Pau	04/17/2025	1,536.50
104718	TEXAS01	Texas Life Insurance Co.	04/17/2025	4,211.49
104719	UNITED11	United Site Services of CA Inc	04/17/2025	589.70
104720	ARAM01	Vestis Services, LLC	04/17/2025	158.41
104721	VIDA01	Michael Vidal	04/17/2025	200.00
104722	WILLDAN	Willdan Financial Services	04/17/2025	9,828.00
104723	WOLL02	Susan Margaret Woolley	04/17/2025	9,315.00
104724	ZEPEDA07	Priscilla Zepeda	04/17/2025	300.00

Report Total (42 checks): 64,071.93

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
104726	A1PART	A-1 Party Rentals	04/24/2025	1,020.30
104727	AMAZON01	Amazon Graphics	04/24/2025	1,741.48
104728	ARMS01	James Armstrong	04/24/2025	81.59
104729	AT&T06	AT & T	04/24/2025	89.05
104730	AT&T08	AT & T	04/24/2025	1,201.36
104731	CINGULAR	AT & T Mobility	04/24/2025	2,344.17
104732	AZUSALW	Azusa Light & Water	04/24/2025	385.18
104733	B&BTIR	B & B Tires Service	04/24/2025	30.00
104734	BAKER01	Baker & Taylor Books	04/24/2025	16.96
104735	BENE01	Benefit Coordinators Corp	04/24/2025	17,417.30
104736	BILLST	Bill's Truck Repair, Inc.	04/24/2025	215.00
104737	CHART01	Charter Communications	04/24/2025	2,257.66
104738	CHART04	Charter Communicatons	04/24/2025	136.23
104739	BALDWI02	City of Baldwin Park	04/24/2025	350.00
104740	CONCE01	Concentra	04/24/2025	167.00
104741	PMIDEN	Delta Dental Insurance Company	04/24/2025	803.98
104742	DUDEK01	Dudek	04/24/2025	1,740.00
104743	DURANJ	Jeanette Duran	04/24/2025	47.60
104744	ENVIRO05	Environmental Science Associates (ESA)	04/24/2025	47,780.67
104745	ESPINO10	Iris Espino	04/24/2025	100.24
104746	ESPINO10	Iris Espino	04/24/2025	860.07
104747	FEDEX	FedEx	04/24/2025	16.94
104748	FRAZ01	Frazier Capitol Valuation, Inc	04/24/2025	4,100.00
104749	FRONT01	Frontier Communications	04/24/2025	43.15
104750	FRONT01	Frontier Communications	04/24/2025	220.95
104751	FRONT01	Frontier Communications	04/24/2025	325.61
104752	GARVEY	Garvey Equipment Co	04/24/2025	1,144.74
104753	GEN01	General Technologies and Solutions (GTS)	LI04/24/2025	88,400.00
104754	BRIONE01	Marguerite Hernandez	04/24/2025	300.00
104755	HOMEDE	Home Depot Credit Services	04/24/2025	3,174.32
104756	IRWIND21	Irwindale Hand Wash & Auto Detail	04/24/2025	429.92
104757	COORYE	Samir M. Khoury	04/24/2025	10,805.00
104758	LEDEZMA	Erica Ledezma	04/24/2025	1,740.00
104759	LOPEZR	Robert Lopez	04/24/2025	826.89
104760	MAINTE01	Maintex	04/24/2025	3,683.40
104761	PADILLAM	Melissa Marez	04/24/2025	239.16
104762	OFFICE03	ODP Business Solutions, LLC	04/24/2025	1,810.85
104763	OPTUM01	OptumRx, Inc.	04/24/2025	25,285.11
104764	PHASEII	PARS	04/24/2025	1,750.00
104765	PENA001	Albert Penaloza	04/24/2025	90.54
104766	PETTYC05	City of Irwindale-Admin Petty Cash	04/24/2025	485.94
104767	RIGHT01	Right of Way, Inc.	04/24/2025	873.42
104768	RODRIG17	Iris Rodriguez	04/24/2025	290.81
104769	ROSENO	RSG Inc.	04/24/2025	3,558.75
104770	SECRET01	Secretary of State	04/24/2025	40.00
104771	SECT01	Sectran Security Inc.	04/24/2025	137.53
104772	ULINE01	Uline	04/24/2025	6,004.61

104773	VARGAS03	Jose Vargas	04/24/2025	93.64
104774	verizonw	Verizon Wireless	04/24/2025	2,160.86
104775	VISION01	Vision Service Plan - (CA)	04/24/2025	1,892.10
104776	WAGN02	Jeanette Wagner	04/24/2025	575.00
104777	WESTCO05	West Coast Arborists, Inc.	04/24/2025	7,387.20
104778	HDSUP01	WHITE CAP, L.P.	04/24/2025	517.78
104779	MIRAND26	Casey J. Miranda	04/28/2025	233.80
104780	AMERI02	American Business Bank	04/28/2025	16,160.25
104781	ROBERT10	RC Construction Service Inc. Robert Clapper C	04/28/2025	307,044.75
104782	SPECIA02	Specialized Testing Inc	04/29/2025	1,123.00
104783	VALLEY01	Valley County Water District	04/29/2025	103,245.29
104784	BARNEY	Barney's Locksmith Service	05/01/2025	155.06
104785	AT&T06	AT & T	05/01/2025	1,727.89
104786	AZBUS01	A-Z Bus Sales	05/01/2025	68.28
104787	MIJACA	Balcon Holdings, Inc.	05/01/2025	83.92
104788	BLANCO01	Mario Blanco	05/01/2025	1,645.00
104789	NEST01	ReadyRefresh, Blue Triton Brands, Inc.	05/01/2025	1,027.04
104790	CARDEN01	Rudy Cardenas	05/01/2025	150.00
104791	CDW01	CDW Government	05/01/2025	1,082.08
104792	CINTAS	Cintas Corporation #693	05/01/2025	190.81
104793	DEPTOF02	County of LA Dept of Animal Care & Control	05/01/2025	1,895.86
104794	COUNTY04	County of Los Angeles	05/01/2025	8,290.97
104795	LOSANG33	County of Los Angeles	05/01/2025	30,900.52
104796	FILLG01	Fill Good Landscaping	05/01/2025	415.00
104797	FRONT01	Frontier Communications	05/01/2025	232.02
104798	FRONT01	Frontier Communications	05/01/2025	43.19
104799	FRONT01	Frontier Communications	05/01/2025	43.19
104800	FRONT01	Frontier Communications	05/01/2025	101.66
104801	FRONT01	Frontier Communications	05/01/2025	455.42
104802	FRONT01	Frontier Communications	05/01/2025	232.06
104803	FRONT01	Frontier Communications	05/01/2025	43.19
104804	INTELL01	Intelli-tech, Inc.	05/01/2025	1,922.49
104805	KAESER	Kaesar & Blair	05/01/2025	1,235.20
104806	KIML01	Kimley-Horn and Associates, Inc.	05/01/2025	3,605.00
104807	LSA01	LSA Associates, Inc.	05/01/2025	42,451.97
104808	MIDAS	Manuel C Muratalla	05/01/2025	153.95
104809	OFFICE03	ODP Business Solutions, LLC	05/01/2025	253.42
104810	ORKINP	Orkin Pest Control	05/01/2025	218.00
104811	PATTON	Patton Sales Corp (Arrow Pipe)	05/01/2025	143.98
104812	PAYN01	Payne Pest Management, Inc.	05/01/2025	144.00
104813	PERF03	Performance Elevator Contractors, Inc.	05/01/2025	380.00
104814	PLACE01	PlaceWorks, Inc.	05/01/2025	75,847.91
104815	PROPRINT	Pro Printing, Inc.	05/01/2025	425.57
104816	REGIST01	Registrar-Recorder/County Clerk	05/01/2025	197.08
104817	RIGHT01	Right of Way, Inc.	05/01/2025	1,818.26
104818	SOUTH09	Southern Computer Warehouse Inc.	05/01/2025	584.19
104819	SULLYM	Sully-Miller Contracting Co.	05/01/2025	50,702.54
104820	TRAN01	Transtech Engineers, Inc.	05/01/2025	7,475.60
104821	TRIANG01	Triangle Truck Parts	05/01/2025	40.72
104822	WEATH01	Weatherproofing Technologies, Inc.	05/01/2025	4,214.00
104823	YTIRES	Y Tire Sales	05/01/2025	3,074.85
104824	CALIFO56	California State Disbursement Unit	05/01/2025	604.15
104825	CALIFO57	California State Disbursement Unit	05/01/2025	143.07
104826	LOSANG31	Los Angeles County Sheriff's Dept.	05/01/2025	104.78
104827	ACOSTA06	Albert Acosta	05/01/2025	1,018.12
104828	ALLCI01	All City Management Services, Inc	05/01/2025	543.15
104829	AMBRIZ05	Albert Ambriz	05/01/2025	156.80

104830	AMERIFID	American Fidelity Assurance	05/01/2025	10,618.04
104831	AMERIC34	American Fidelity Assurance Co	05/01/2025	6,369.70
104832	AZUSALW	Azusa Light & Water	05/01/2025	520.38
104833	BURROL08	Larry Burrola	05/01/2025	1,008.87
104834	BURROL08	Larry Burrola	05/01/2025	708.22
104835	CALIFO02	California American Water	05/01/2025	2,140.32
104836	CAMPOS03	Manuel Campos	05/01/2025	813.00
104837	CARILL01	Francisco Carrillo	05/01/2025	300.00
104838	Cat Spec	Cat Specialities Inc	05/01/2025	5,099.23
104839	CHICOR	Richard Chico	05/01/2025	1,018.12
104840	CORNEJOD	Diego Cornejo	05/01/2025	193.74
104841	DEPART02	Department Of Industrial	05/01/2025	225.00
104842	DOMINGO1	Nelida Dominguez	05/01/2025	300.00
104843	DURAN06	Michelle Duran	05/01/2025	1,087.27
104844	ESPI11	Victoria M. Espino	05/01/2025	300.00
104845	EVANS02	Gloria Evans	05/01/2025	375.00
104846	EWINGI	Ewing Irrigation Products, Inc.	05/01/2025	47.45
104847	FRAIJO01	Paula Fraijo	05/01/2025	777.12
104848	FRYMARKM	Maricela Frymark	05/01/2025	1,087.27
104849	SOUTHE17	Golden State Water Company	05/01/2025	2,370.34
104850	HART02	Robert Hartman	05/01/2025	300.00
104851	HUNTIN03	Huntington Library	05/01/2025	552.00
104852	JOHN01	Roger William Johnson	05/01/2025	1,600.00
104853	KELLY03	Justin Kelly	05/01/2025	1,018.12
104854	SAMANKR1	Samantha Krost	05/01/2025	213.88
104855	MIRAND26	Casey J. Miranda	05/01/2025	1,087.27
104856	MIRAN10	Julian A. Miranda	05/01/2025	777.12
104857	MIRAN10	Julian A. Miranda	05/01/2025	686.87
104858	MORENR1	Ricky Moreno	05/01/2025	771.69
104859	NOLA01	Nolasco Plumbing Inc.	05/01/2025	1,060.00
104860	OLIVAR01	Theresa Olivares	05/01/2025	217.02
104861	ORTIZH	H. Manuel Ortiz	05/01/2025	731.02
104862	PHASEII	PARS	05/01/2025	7,650.00
104863	RODRIG32	Joseph Rodriguez	05/01/2025	1,087.27
104864	RODRIG32	Joseph Rodriguez	05/01/2025	424.60
104865	ROMANC	Carmen M. Roman	05/01/2025	1,087.27
104866	ROMERO05	Natanael Romero	05/01/2025	1,018.12
104867	SANCH01	Jaycon Sanchez	05/01/2025	152.24
104868	GASCOM	SoCalGas	05/01/2025	6,197.02
104869	SCE02	Southern California Edison	05/01/2025	17,712.32
104870	VALLEY09	Valley View Mutual Water Co.	05/01/2025	700.77
104871	WALT01	Walters Wholesale Electric Co.	05/01/2025	432.31
104872	WILL01	April Williams	05/01/2025	315.00
104873	AMAZON1	Amazon Capital Services, Inc.	05/08/2025	160.01
104874	ATHENS	Athens Services	05/08/2025	6,049.43
104875	BAKER01	Baker & Taylor Books	05/08/2025	156.06
104876	BILLST	Bill's Truck Repair, Inc.	05/08/2025	1,426.72
104877	BURRO01	Burro Canyon Ent. Inc.	05/08/2025	30.00
104878	CHARTE01	Charter Communications	05/08/2025	498.93
104879	COUNTY04	County of Los Angeles	05/08/2025	2,513.88
104880	LOSANG33	County of Los Angeles	05/08/2025	21,094.76
104881	CWE01	CWE	05/08/2025	17,293.13
104882	DUMAR01	Dumarc Corporation	05/08/2025	4,200.00
104883	ERGO01	Ergogenesis Workplace Solutions, LLC	05/08/2025	7,150.15
104884	FIFTH01	Debt Book Fifth Asset, Inc.	05/08/2025	8,000.00
104885	GEOLOG	Geologic Associates	05/08/2025	36,952.25
104886	HDLCOR	HdL Coren & Cone	05/08/2025	1,575.00

104887	ITERIS	Iteris, Inc.	05/08/2025	2,227.50
104888	JOEAGO	Joe A. Gonsalves & Son	05/08/2025	2,375.00
104889	LANDSC	Landscape Warehouse III Inc.	05/08/2025	146.67
104890	LAWEO1	Law Enforcement Medical Services, Inc.	05/08/2025	825.00
104891	LEWISE	Lewis Engraving, Inc.	05/08/2025	11.05
104892	MIDAS	Manuel C Muratalla	05/08/2025	4,124.61
104893	MORESE	More Services	05/08/2025	975.00
104894	OFFICE03	ODP Business Solutions, LLC	05/08/2025	1,075.76
104895	ORKINP	Orkin Pest Control	05/08/2025	460.00
104896	ADAMPP	Professional Police Supply Inc.	05/08/2025	692.47
104897	SCFUELS	SC Fuels	05/08/2025	6,234.83
104898	SPRING	Springbrook Software, Inc.	05/08/2025	32,599.44
104899	LEES01	Chad A. Streelman	05/08/2025	276.25
104900	SUNBEL02	Sunbelt Rentals	05/08/2025	371.40
104901	TRAN01	Transtech Engineers, Inc.	05/08/2025	24,033.00
104902	UNITED11	United Site Services of CA Inc	05/08/2025	273.00
104903	WESTCO05	West Coast Arborists, Inc.	05/08/2025	14,896.00
104904	YTIREs	Y Tire Sales	05/08/2025	849.87

Report Total (179 checks):	1,201,937.26
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City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Rejection of Claim - Kurtis Pasco vs. City of Irwindale

City Manager's Recommendation:

(1) Reject the claim of Kurtis Pasco vs. City of Irwindale; and (2) Direct staff to send a letter of rejection.

Administrative Action:

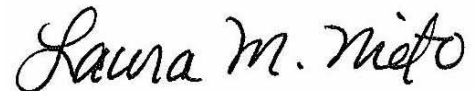
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



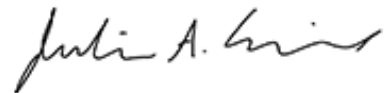
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On May 6, 2025, the City received a claim for damages from claimant Kurtis Pasco. Claimant Pasco alleges that while driving at the intersection of Irwindale Avenue and First Street, his vehicle ran over a pothole, causing damage to the wheel of his car.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the rejection of the claim. Their recommendation is made on the basis that the City does not own, control, or maintain the area of the intersection where the incident occurred. It is located within the boundaries of the City of Azusa. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. REJECTION NOTICE TO CITY LETTER CJP-3054048
2. Pasco Kurtis - 2025-04-25_Redacted

May 7, 2025

TO: City of Irwindale

ATTENTION: Laura Nieto

RE: Claim	:	Pasco vs. Irwindale
Claimant	:	Kurtis Pasco
Member	:	City of Irwindale
Date Rec'd by Mbr	:	5/6/25
Date of Event	:	4/25/25
CW File Number	:	CJP-3054048 JBV

Please allow this correspondence to acknowledge receipt of the captioned claim. Please take the following action:

- **CLAIM REJECTION: Send a standard rejection letter to the claimant.**

Please include a Proof of Mailing with your rejection notice to the claimant. An exemplar copy of a Proof of Mailing is attached. Please provide us with a copy of the Notice of Rejection and copy of the Proof of Mailing. If you have any questions feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,

CARL WARREN & CO.

Timothy M. Varon

Timothy M. Varon
Claims Supervisor



CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

2:17 pm
Jmhp

INSTRUCTIONS

1. Claims for death, injury to person or to personal property must be filed not later than 6 months after the occurrence.
2. Claims for damages to real property must be filed not later than 1 year after occurrence.
3. Read entire claim before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim for must be signed on page 2 at bottom.
6. Attach separate sheets if necessary to give full details. Sign each sheet.
7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706



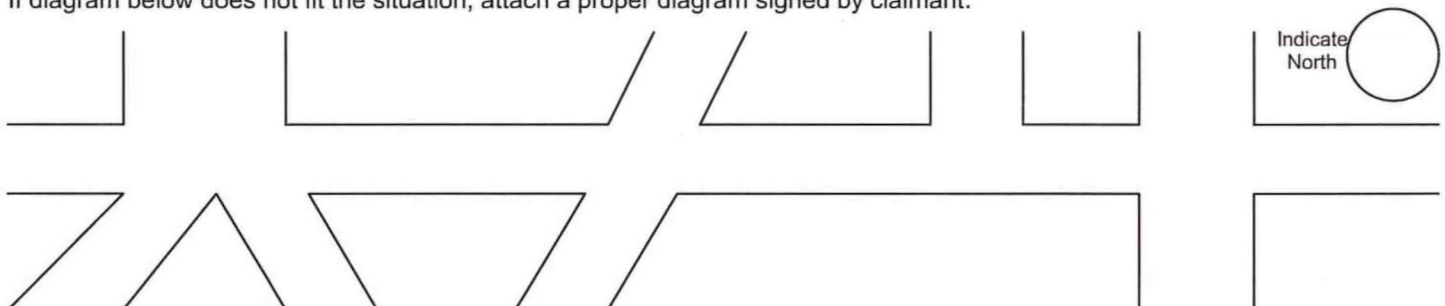
To: City of Irwindale		Claimant's Date of Birth [REDACTED]
Name of Claimant Kurt's Pasco		Claimant's Occupation Mixer Operator
Home Address of Claimant [REDACTED]		Home Telephone Number [REDACTED]
Business Address of Claimant N/A		Business Telephone Number [REDACTED]
Name and address to which you desire notices or communications to be sent regarding this claim: [REDACTED]		
When did DAMAGE or INJURY occur? Date: 04/25/25 Time: 2:08 If claim is for Equitable Indemnity, give date claimant served with complaint: _____		Names of any City employees involved in INJURY or DAMAGE Irwindale
Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks: The Damage of rim occur on the street intersection of Irwindale and 1st street. I was on the outer line making a left turn to Irwindale and my rear driver side wheel ran through a pothole.		
Describe in detail how the DAMAGE or INJURY occurred. I was on 1st Street outer line to make a left turn to Irwindale and drove over a pothole and my driver side rear wheel has a crack.		
Why do you claim the City of Irwindale is responsible? The reason I am making this claim because there was a pothole in the city of Irwindale		
What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed. The damage is my rear driver side wheel has a crack wheel.		

Claimant's Name: <u>Huntis</u>									
State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation. RECEIVED									
Give estimated amount of future losses due to INJURY or DAMAGE:									
Was damage and/or injury investigated by the police? <u>No</u> If yes, what City? _____ Were paramedics or ambulance called? <u>No</u> If yes, name City or ambulance _____ If injured, give name and address of your doctor and the date and time of your first visit:									
Doctors and Hospitals: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Doctor _____</td> <td style="width: 33%;">Address _____</td> <td style="width: 33%;">Date Hospitalized _____</td> </tr> <tr> <td>Hospital _____</td> <td>Address _____</td> <td>Date Hospitalized _____</td> </tr> <tr> <td>Hospital _____</td> <td>Address _____</td> <td>Date Hospitalized _____</td> </tr> </table>	Doctor _____	Address _____	Date Hospitalized _____	Hospital _____	Address _____	Date Hospitalized _____	Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date Hospitalized _____							
Hospital _____	Address _____	Date Hospitalized _____							
Hospital _____	Address _____	Date Hospitalized _____							
Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information: <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Name _____</td> <td style="width: 33%;">Address _____</td> <td style="width: 33%;">Phone _____</td> </tr> <tr> <td>Name _____</td> <td>Address _____</td> <td>Phone _____</td> </tr> </table>	Name _____	Address _____	Phone _____	Name _____	Address _____	Phone _____			
Name _____	Address _____	Phone _____							
Name _____	Address _____	Phone _____							

READ CAREFULLY

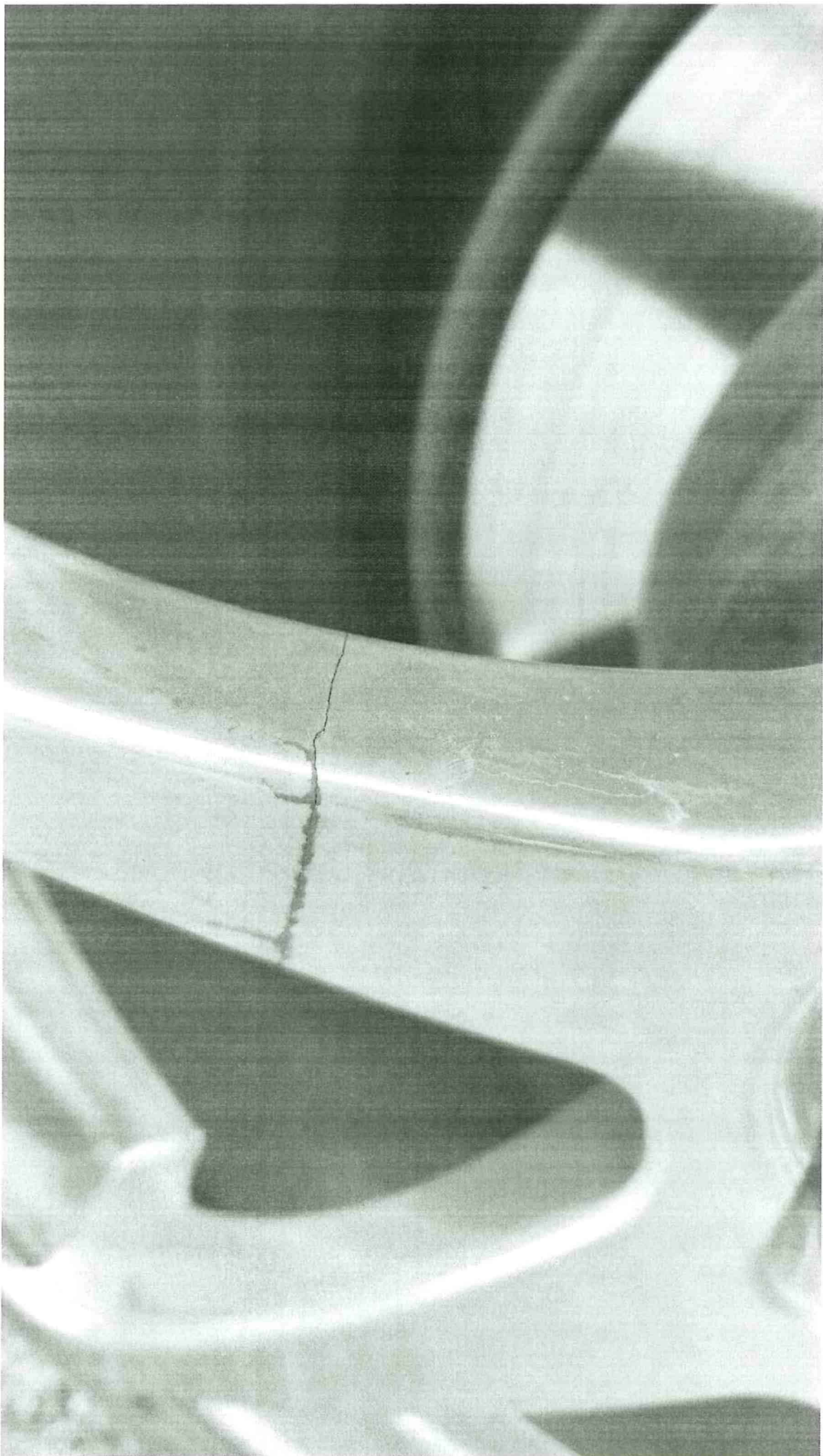
For all accident claims, indicate on the diagram street names, including North, East, South, and West. Indicate place of accident with an "X". Indicate house numbers or distances to street corners.

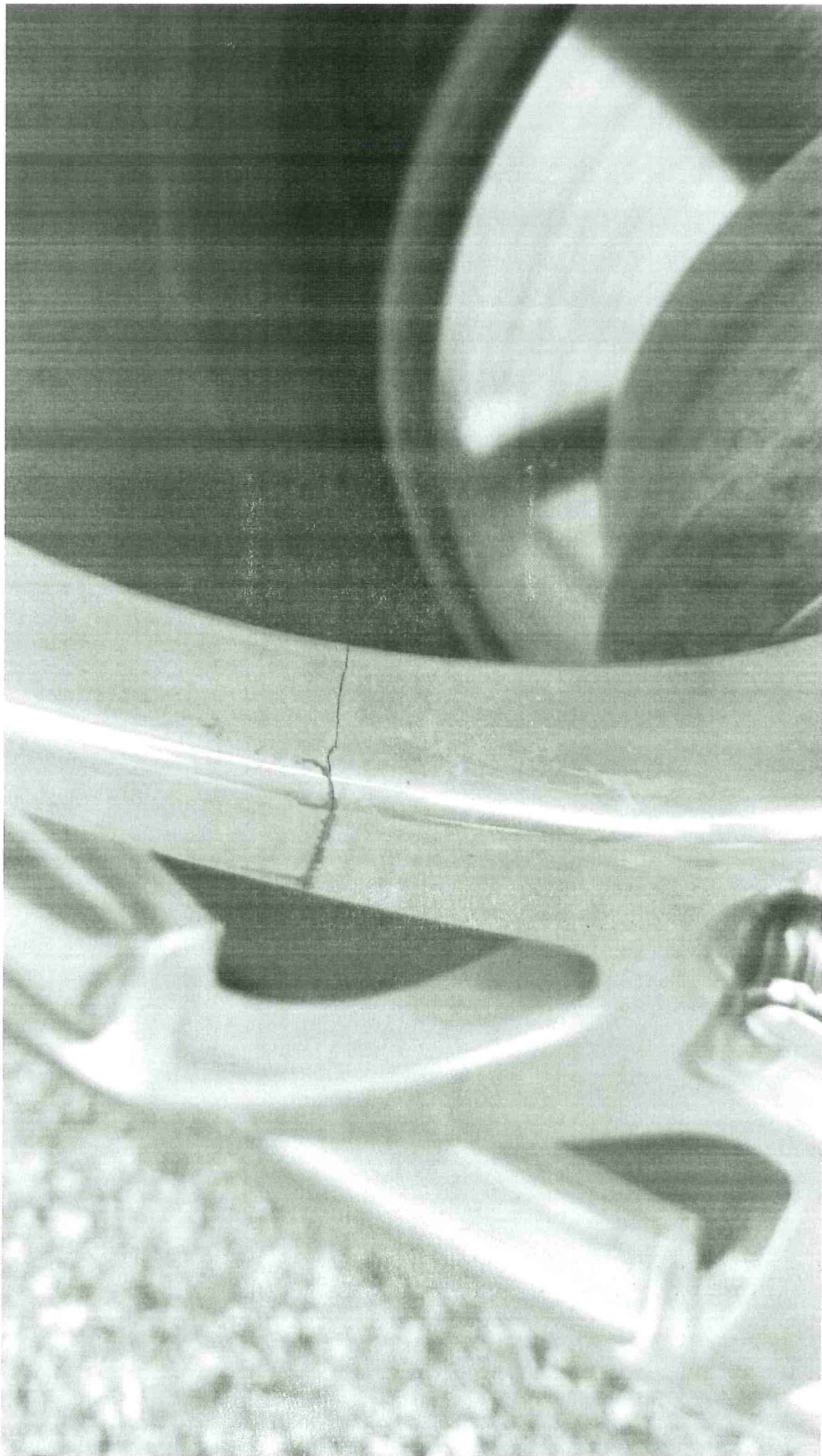
If a City vehicle was involved, designate with an "A" the location of the City vehicle when you first saw it, and with "B" the location of yourself or your vehicle when you first saw the City vehicle. Indicate location of City vehicle at the time of accident by "A-1" and location of yourself or your vehicle at the time of the accident by "B-1". Mark the point of impact with an "X". Note: If diagram below does not fit the situation, attach a proper diagram signed by claimant.

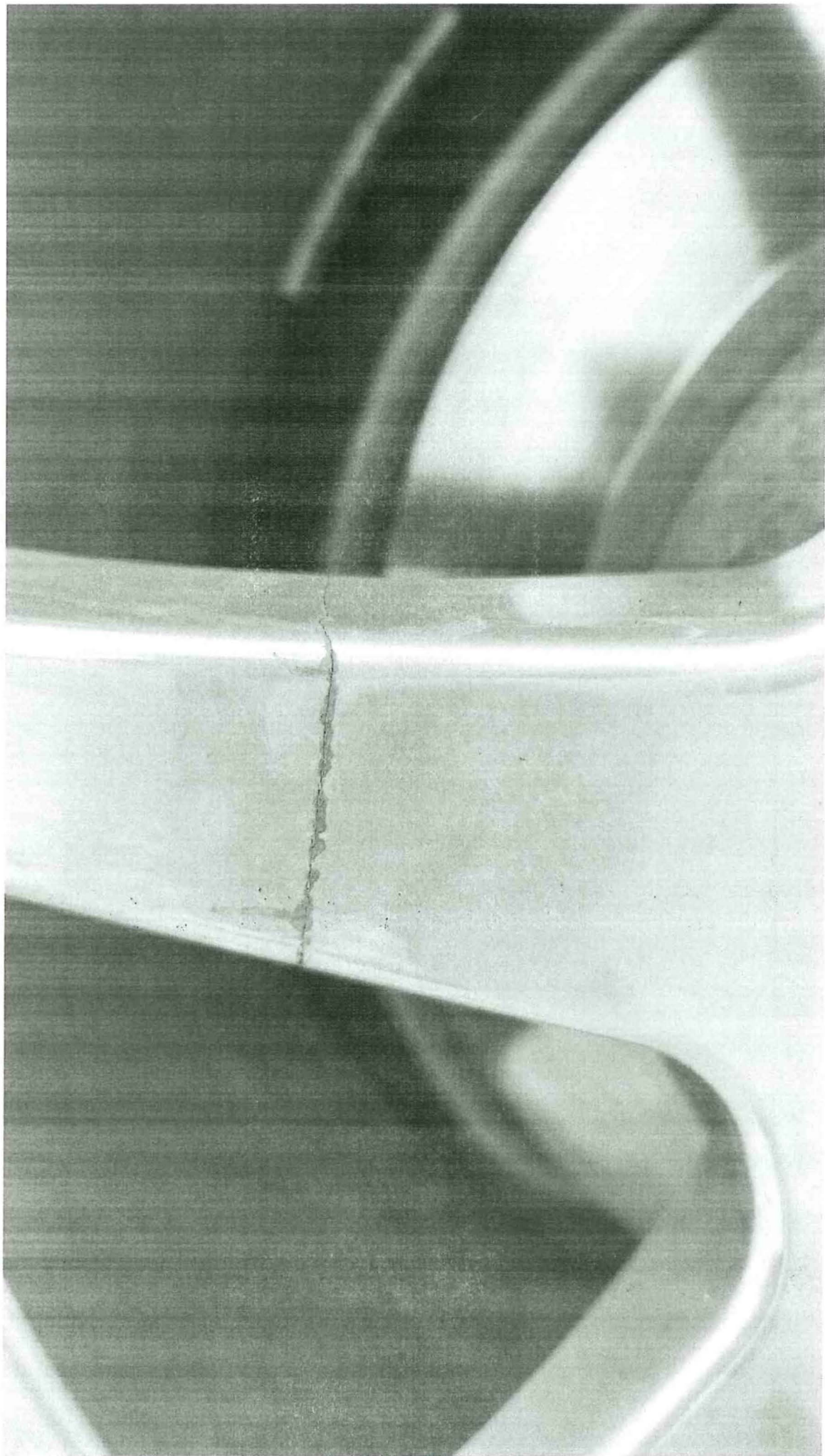


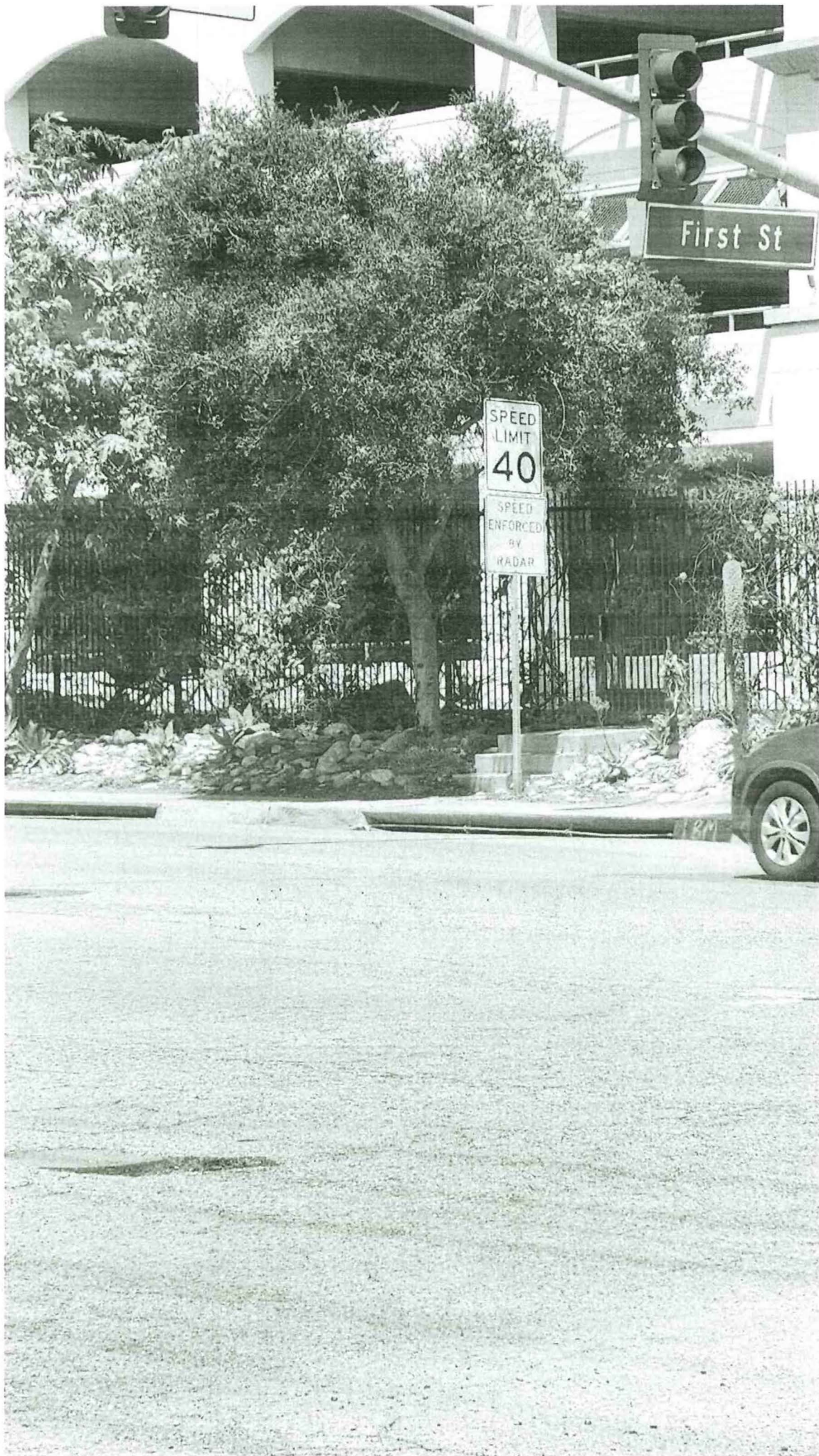
Signature of Claimant (if other than claimant, indicate relationship) 	Typed Name <u>Huntis Pasco</u>	Date <u>04/30/25</u>
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Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**





















BILL TO:
Kurtis Pasco

FOR: Estimate

THANK YOU FOR YOUR BUSINESS!

City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Second Reading of Ordinance No. 760 to Amend Irwindale Municipal Code Chapter 8.16 to Impose Penalties for Fireworks Violations

City Manager's Recommendation:

Direct the City Attorney to read by title only, waive reading of, and **adopt Ordinance No. 760** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER 8.16 ("FIREWORKS") OF TITLE 8 ("HEALTH & SAFETY") OF THE IRWINDALE MUNICIPAL CODE TO IMPOSE PENALTIES FOR FIREWORKS VIOLATIONS AND PROVIDE OTHER ADMINISTRATIVE CHANGES FOR THE REGULATION OF FIREWORKS."

Administrative Action:

Submitted / Prepared by:

Adrian R. Guerra, City Attorney



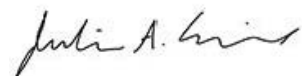
Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

At its meeting of April 23, 2025, the City Council introduced Ordinance No. 760 for first reading. It would be in order to adopt the ordinance on second reading.

Fiscal Impact:

Once Ordinance No. 760 goes into effect, the City will be authorized to impose administrative citations under IMC chapter 1.16 with fines of \$2,000, and may collect between \$1,000 to \$100,000 in criminal penalties following a misdemeanor conviction.

Attachments:

1. (IRW) Fireworks Ordinance(1029539.6)

ORDINANCE NO. 760

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER 8.16 (“FIREWORKS”) OF TITLE 8 (“HEALTH & SAFETY”) OF THE IRWINDALE MUNICIPAL CODE TO IMPOSE PENALTIES FOR FIREWORKS VIOLATIONS AND PROVIDE OTHER ADMINISTRATIVE CHANGES FOR THE REGULATION OF FIREWORKS

WHEREAS, the City of Irwindale (the “City”) has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, pursuant to Cal. Const. Art. XI, section 7; and

WHEREAS, the “State Fireworks Law” is codified in California Health & Safety Code section 12500, et seq.; and

WHEREAS, the State Fireworks Law authorizes local governments to regulate the sale, use, and/or discharge of fireworks; and

WHEREAS, the State Fireworks Law specifies penalties for violation of the prohibition on dangerous fireworks, making it a misdemeanor and establishing fines ranging from \$1,000 to \$100,000 depending on gross weight of the dangerous fireworks; and

WHEREAS, the City Council of the City recognizes the need to implement reasonable regulations for the sale, use, and/or discharge of safe and sane fireworks in order to protect the safety of property owners, residents, and visitors of the City; and

WHEREAS, the City Council desires to amend regulations regarding fireworks to enhance the City’s capacity to take enforcement action against fireworks violations; and

WHEREAS, the City Council desires to adopt and implement the State Fireworks Law and increase the penalties for the unlawful possession, sale, use or discharge of dangerous fireworks, as it believes this ordinance is critical to protect the City’s residents, for the preservation of the public peace, health, and safety, and the City Council believes it will help achieve the foregoing objectives.

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

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

SECTION 2. Adoption of Code. Chapter 8.16 “Fireworks” of Title 8 (“Health and Safety”) of the Irwindale Municipal Code is amended and shall now read in its entirety as follows:

8.16.010 Definitions.

The following words and phrases, as used in this chapter, shall be defined as follows:

- A. "Dangerous fireworks" is defined as set forth in Section 12505 of the California Health and Safety Code, and such other fireworks as may be determined to be dangerous by the State Fire Marshal.
- B. "Discharge" means the act of lighting, exploding, igniting, setting-off, discharging, projecting, firing or using fireworks.
- C. "Fireworks" is defined as set forth in Section 12511 of the Health and Safety Code
- D. "Fireworks stands" means temporary structures to be used exclusively for the sale of safe and sane fireworks operated by qualified organizations having a permit issued pursuant to this chapter.
- E. "Organization" means any nonprofit organization, corporation, or association, organized primarily for veteran, patriotic, welfare, civic betterment, religious or charitable purposes, which has its principal and permanent meeting place, office, or place of worship within the city, and has been organized and established in the city for a minimum period of one year, continuously, preceding the filing of an application for permit under this chapter.
- F. "Permit" means a validly issued permit allowing a qualified organization to conduct the sale, to the members of the general public, of safe and sane fireworks.
- G. "Safe and sane fireworks" is defined as set forth in Section 12529 of the Health and Safety Code .

8.16.020 Dangerous Fireworks Prohibited.

No person shall sell, offer to sell, use, discharge, or have in their possession, any dangerous fireworks within the City of Irwindale.

8.16.030 Dangerous Fireworks – Administrative Penalties

- A. The City shall impose a two-thousand dollar (\$2,000.00) administrative fine for each violation of section 8.16.020 in accordance with the procedure set forth in Chapter 1.16. The imposition of an administrative fine shall be limited to persons who possess, sell, offer to sell, use or discharge dangerous fireworks in the amount of twenty-five (25) pounds or less (gross weight including packaging).

Where applicable, cost reimbursement to the office of the State Fire Marshal and the collection of disposal costs shall be part of the administrative fine in accordance

with regulations adopted by the State Fire Marshal. Administrative fines collected are not subject to the disbursement required by Health & Safety Code Section 12706.

- B. A person is liable for a separate violation for each and every day or portion thereof during which he or she commits, continues, or permits a violation of Section 8.16.020.
- C. Nothing in this chapter shall be intended to limit any of the penalties provided for under the Health & Safety Code or Penal Code with regard to the sale, use, possession, delivery, storage, and/or transportation of dangerous fireworks. The penalties set forth herein are intended to be nonexclusive and in addition to any other remedies at law or equity.

8.16.040 Safe and Sane Fireworks—Permit to Sell— Required.

No person shall sell, or offer to sell, any safe and sane fireworks without first obtaining a permit therefore in the manner set forth in Sections 8.16.040 and 8.16.050.

8.16.050 Safe and Sane Fireworks—Permit to Sell— Applications.

The city clerk, or his/her designee, is hereby authorized to promulgate rules, regulations, procedures, and forms necessary to consider applications for permits to sell Safe and Sane Fireworks. Such applications shall be accepted only from qualified organizations, as defined in Section 8.16.010, and shall be in writing upon the application form(s) prescribed therefor by the office of the city clerk. The application shall be submitted to the office of the City Clerk before the first day of June of each calendar year (or the Thursday preceding when June 1st falls on a Friday, Saturday, Sunday, or holiday).

8.16.060 Safe and Sane Fireworks—Permit to Sell—Application—Deposit.

Each application shall be accompanied by a deposit of a cashier's check, or cash, in the amount of fifty dollars. The deposit may be refunded as set forth in subsection O of Section 8.16.080.

8.16.070 Fireworks Stand—Application—Approval Or Denial—Revocation.

- A. All applications for fireworks stands shall be referred to the city council for approval, conditional approval or denial. The city council shall deny any fireworks stand permit if it finds that the public interest or safety is, or would be, jeopardized by the issuance thereof. The decision of the council shall, in all cases, be final and conclusive.
- B. The chief of police shall revoke any permit where he finds that the permittee has violated any condition of approval imposed upon such permit, or any provision of law.

8.16.080 Fireworks Stand—Operation.

All permitted firework stands shall be operated in accordance with the following terms and conditions:

- A. No person other than the licensed organization shall operate the stand for which the permit is issued; and
- B. No person other than individuals who are members of the licensed organization shall participate in the operation of the stand, nor shall any person under the age of eighteen years participate in the operation of such stand; and
- C. No person shall be paid any compensation for selling or otherwise participating in the sale of fireworks at such stand; and
- D. No stand shall be located within twenty-five feet of any other building or within one hundred feet of any gasoline service station, or other use which involves the use or storage of any inflammable liquid or material; and
- E. Fireworks stands need not comply with the provisions of the building code of the city; provided, that all such stands shall be erected under the supervision of the building inspector who shall require that the same be constructed in a manner which will reasonably insure the safety of the attendants and patrons thereof; and
- F. No stand shall have a floor area in excess of two hundred fifty square feet; and
- G. Each stand shall have at least two usable exits; each stand in excess of forty feet in length shall have at least three usable exits. In no case shall the distance between exits exceed twenty feet; and
- H. Fireworks stands shall be provided with two fire extinguishers of a type and size approved by the fire chief; and
- I. Fireworks stands shall be located not less than five hundred feet apart; and
- J. All weeds and other combustible material shall be cleared from the location of the stand, including a distance of at least twenty-five feet surrounding the stand; and
- K. "No smoking" signs shall be prominently displayed on the exterior of each fireworks stand; and
- L. Fireworks shall not be sold prior to twelve noon on the twenty-eighth day of June and such sale shall cease at twelve noon on the sixth day of July each calendar year; and

- M. All unsold stock and accompanying litter shall be removed from the stand and from the city limits by twelve noon on the sixth day of July of each calendar year; and
- N. Each fireworks stand shall be removed from its temporary location no later than twelve noon on the twelfth day of July of each calendar year, and all accompanying litter shall be cleared from the said location by the said time and date;
- O. To insure compliance with subsections M and N of this section, prior to the issuance of any permit, the applicant shall deposit a cashier's check, or cash, with the office of the city clerk in the amount of fifty dollars, as set forth in Section 8.16.060. Upon the certification of the chief of police that compliance has been had with subsections M and N of this section, the deposit shall be returned to the applicant.

8.16.090 Fireworks Stand—Insurance Required.

Prior to the issuance of any fireworks stand permit, the applicant shall file with the office of the city clerk a policy of liability insurance in minimum coverage amounts of fifty thousand dollars (PL) and one hundred thousand dollars (PD), or a certificate of insurance. The policy shall name the city as a co-assured.

8.16.100 Smoking or Lighting Combustible Material Near Stands Prohibited.

No person shall light or cause to be lighted or permit to be lighted any fireworks or other combustible material, nor shall any person smoke or vape within such stand or other places of sale or within twenty-five feet thereof.

8.16.110 Discharge of Safe and Sane Fireworks— Penalties.

- A. Discharge of Safe and Sane Fireworks shall only be permitted in the City of Irwindale beginning at noon on the twenty-eighth day of June through noon on the 6th day of July on a property owner's private property and at least ten feet away from any dwelling or structure. Use or discharge of Safe and Sane fireworks outside of the permitted time period is prohibited within the City of Irwindale.
- B. The City shall impose an administrative fine of one-thousand dollars (\$1,000.00) for each violation of this section in accordance with the procedure set forth in Chapter 1.16.
- C. A person is liable for a separate offense for each and every day or portion thereof during which he or she commits, continues, or permits a violation of Section 8.16.110(A).

8.16.120 Liability for Hosting the Illegal Discharge Of Fireworks; Administrative Penalties.

No responsible person, including the property owner, tenant, or other person in control of property shall allow, host, or permit the sale, offer to sell, use, possession, or discharge of fireworks, dangerous fireworks, or safe and sane fireworks, on their property when the responsible person knows or should know that it is prohibited. The administrative fines as set forth in sections 8.16.030 and 8.16.110 shall be applicable and the responsible person shall be liable for a separate violation for each and every day or portion thereof during which he or she commits, continues, or permits a violation.”

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentences, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional due to the writs of mandate issued by the Court.

SECTION 4. Certification and Effective Date. The Chief Deputy City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Irwindale. This ordinance shall be effective on the thirtieth (30th) day after the day of its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this 14th day of May, 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California do hereby certify that the foregoing Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2025, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the ____ day of _____ 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. ____ adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Dated: _____

Item #19.E.

City of
IRWINDALE
AGENDA REPORT

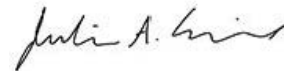
Date: May 14, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: 2nd Reading - Ordinance 794

City Manager's Recommendation:

That the City Council adopt on second reading by title only with further reading waived Ordinance 794, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM."

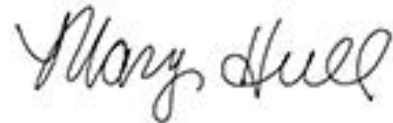
Administrative Action:

Submitted by:



Julian A. Miranda, City Manager

Prepared by:



Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

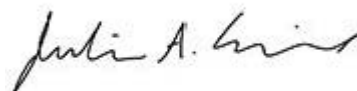


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 23, 2025, the City Council introduced by title only and waived further reading of an ordinance amending the contract between the City and the Board of Administration for the California Public Employees' Retirement System. The ordinance completes the process to increase the employees' cost share of the employers portion by 1% for classic miscellaneous employees, 0.5% for PEPRAs miscellaneous employees, 1% for PEPRAs safety employees, and 1.5% for classic safety employees.

Fiscal Impact:

Cost share of the employers' contribution by the employees will reduce the City's pension obligation costs and is estimated to provide an overall savings for Fiscal Year 2025-2026 of \$124,394 across all funds, roughly \$99,515 of that within the General Fund.

Attachments:

1. Ordinance No. 794
2. CalPERS Contract Amendment

ORDINANCE NO. 794

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY
COUNCIL OF THE CITY OF IRWINDALE AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

The City Council of the City of Irwindale does ordain as follows:

Section 1. That an amendment to the contract between the City Council of the City of Irwindale and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2. The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3. This Ordinance shall take effect thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof shall be posted, in accordance with law, and thenceforth and thereafter the same shall be in full force and effect.

PASSED, APPROVED and ADOPTED this 14th day of May 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify that the forgoing Ordinance No. 794, was duly introduced at a regular meeting of the City Council held on the 23rd day of April 2025, and was duly passed at a regular meeting of the City Council of the City of Irwindale held on the 14th day of May 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura M. Nieto, MMC, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 794 adopted by the City Council of the City of Irwindale at its regular meeting held _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Laura Nieto, MMC
Chief Deputy City Clerk

Dated: _____



EXHIBIT

**California
Public Employees' Retirement System**



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Irwindale**

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 22, 1964, and witnessed October 20, 1964, and as amended effective July 1, 1974, December 21, 1980, March 11, 1984, June 1, 1986, June 13, 1986, June 30, 1993, August 24, 1997, June 10, 2001, September 8, 2002, and May 1, 2011, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective May 1, 2011, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 55 for classic local fire members, age 50 for classic local police members, and age 57 for new local safety member.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 22, 1964, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to March 31, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local fire member shall be determined in accordance with Section 21369 of said Retirement Law (2% at age 55 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local police member shall be determined by Section 21362.2 of said Retirement Law (3% at age 50 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a new local police member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local fire member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).
12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20042 (One-Year Final Compensation) for classic local fire members and for those classic local miscellaneous members and classic local police members entering membership on or prior to May 1, 2011.
 - b. Section 21574 (Fourth Level of 1959 Survivor Benefits).
 - c. Section 21427 (Improved Nonindustrial Disability Allowance) for those members who retired on non-industrial disability after June 14, 1975.
 - d. Sections 21624 and 21626 (Post-Retirement Survivor Allowance).
 - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.

- f. Section 21024 (Military Service Credit as Public Service).
- g. Section 20475 (Different Level of Benefits); Section 20037 (Three-Year Final Compensation) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after May 1, 2011.

Section 20037 (Three-Year Final Compensation) is applicable to classic local police members entering membership for the first time with this agency in the police classification after May 1, 2011.

- h. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Unrepresented Executive group.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Unrepresented Executive group.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale City Employees Association.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale City Employees Association.

From and after the effective date of this amendment to contract, 1% for classic local miscellaneous members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, .5% for new local miscellaneous members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 1.5% for classic local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 1% for new local police members in the Unrepresented Management group.

From and after the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 1% for new local police members in the Irwindale Management Employees Association.

From and after the effective date of this amendment to contract, 1.5% for classic local police members in the Irwindale Police Officers' Association.

From and after the effective date of this amendment to contract, 1% for new local police members in the Irwindale Police Officers' Association.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on December 21, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.

15. Public Agency shall also contribute to said Retirement System as follows:

- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF IRWINDALE

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Irwindale Business Center Sewer and Streetlight Maintenance Assessment Districts
Engineer's Report and Notice of Intent to Levy

City Manager's Recommendation:

1. Adopt Resolution No. 2025- entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE SEWER MAINTENANCE DISTRICT FOR FISCAL YEAR 2025-2026; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS.**"
2. Adopt Resolution No. 2025- entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT (THE IRWINDALE BUSINESS CENTER); DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2025-2026; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSEMENTS.**"
3. Set the Public Hearing for June 11, 2025, to consider setting assessments for the two above-mentioned Assessment Districts.

Administrative Action:

Submitted by:

Kambiz Borhani, Finance Director / City Treasurer



Prepared by:

Jeanette Duran, Finance Manager
(626) 430-2268

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On or about June 28, 2001, in the Fiscal Year 2001-2002, the City Council of the City of Irwindale ("City Council") adopted the Sewer Maintenance District (Irwindale Business Center) and established a sewer maintenance charge for the Sewer Maintenance District for the manner of levying such charge and maximum amounts to be charged for the fiscal year pursuant to the Improvement Act of 1911 (Streets & Highways Code § 5000 et seq.) ("Act");

Furthermore, in Fiscal Year 2001-2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) Resolution Number 2001-42-1762, to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the Street Lighting Maintenance District are appurtenant thereto within and benefiting all assessable parcels of land within the Street Lighting Maintenance District.

In order to maintain the Sewer Assessment District and the Street Lighting Assessment District, both located within the Irwindale Business Center, (each, "Assessment District" and collectively, "Assessment Districts") and to establish the charge rate for the Fiscal Year 2025–2026 assessments, the City retained a professional engineering consulting firm for the preparation of the Engineer's Report for each Assessment District. The Engineer's Report for the Irwindale Business Center Sanitation and Sewage System is prepared in accordance with the methodology stated in Section 5473 of the Health and Safety Code. The Engineer's Report for the Irwindale Business Center Street Lighting Maintenance District is prepared in accordance with the methodology stated in Article 4, Chapter 1, Part 2, Division 15 of the Streets and Highways Code, beginning with section 22565 et seq.

1. The proposed assessments will defray the City's costs in the administration of the Assessment Districts. The property owners will have an opportunity to address the City Council concerning the assessment district during the public hearing scheduled to be held during the virtual City Council Meeting on June 11, 2025. Following the completion of the public hearing, the City Council will vote on the property assessments for the street lighting and sewer maintenance charges for Fiscal Year 2025-2026 and instruct the County Assessor's office for the collection of

tax bills.

2. Copies of the two draft Engineer's Reports are included with the Resolution for each Assessment District.
 - a. The Sewer Maintenance District anticipated assessment levy is \$1,561.69 per Benefit Unit for Fiscal Year 2025-2026, which is based on the estimated cost of operations, maintenance, and future lift station replacement for that year.
 - b. The Street Lighting Maintenance District assessment to be levied is based upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from the streetlight maintenance. The Assessment per Benefit Unit is \$155.33.

Fiscal Impact:

All costs for the maintenance and administration of the two Assessment Districts are budgeted and accounted for in the City's Irwindale Business Center Assessment District Funds 44 and 45. There is no impact to General Fund expenditures, and there is nominal revenue reimbursed to the General Fund as administrative overhead for staff time allocated to the two assessment districts.

Attachments:

1. Resolution No. 2025-41-3629 - SMD
2. Exhibit A - SMD FY 2025-26 Engineer's Report
3. Resolution No. 2025-40-3628 - SLMD
4. Exhibit B - SLMD FY 2025-26 Engineer's Report

RESOLUTION NO. 2025-41-3629

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWERAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER; DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE SEWER MAINTENANCE DISTRICT FOR FISCAL YEAR 2025-2026; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

WHEREAS, on or about June 28, 2001, in the Fiscal Year 2001-2002, the City Council of the City of Irwindale ("City Council") adopted the Sewer Maintenance District ("District") and established a sewer maintenance charge for the District for the manner of levying such charge and maximum amounts to be charged for the fiscal year pursuant to the Improvement Act of 1911 (Streets & Highways Code § 5000 et seq.) ("Act"); and

WHEREAS, pursuant to Government Code sections 53750 et seq. (Proposition 218), in adopting the sewer and maintenance charge for the Fiscal Year 2001-2002, the City complied with the notice, protest, and hearing requirements; and

WHEREAS, the City engaged Willdan Financial Services to prepare and file with the City Clerk an Engineer's Report establishing Fiscal Year 2025-2026 assessments for the District ("Engineer's Report"); and

WHEREAS, an Engineer's Report entitled "Sewer Maintenance District (Irwindale Business Center), 2025/2026 Engineer's Annual Levy Report", made part hereof as Exhibit "A", has been prepared and filed with the City Clerk and all interested persons are referred to the Engineer's Report for a full and detailed description of the sewer fees and charges (collectively "Sewer Maintenance Charge") and boundaries thereof, the work and the proposed amount and parcels within the boundaries subject to such the Sewer Maintenance District; and

WHEREAS, the Engineer's Report included in this resolution has been presented to the City Council; and

WHEREAS, the Engineer's Report does not provide any increase in the assessment methodology or any formula or range of assessments which will increase the assessments, rather the assessment for Fiscal Year 2025-2026 is proposed to increase based on the methodology approved by the City Council for the Fiscal Year 2001-2002 and as such, under Government Code section 53753.5, the City need not further comply with the notice, protest and hearing requirements of section 53753; and

WHEREAS, pursuant to Government Code Section 53753.5, a public agency that has complied with the notice, protest, and hearing requirements of Section 53753 in

establishing an assessment, need not follow those requirements in subsequent fiscal years where the assessment methodology is not changed to increase the assessment or the amount of the assessment proposed does not exceed an assessment formula or range of assessments adopted in accordance with Government Code Section 53750 et. seq. (Proposition 218); and

WHEREAS, the City Council has duly examined, inspected and considered each and every part of the Engineer's Report and is satisfied that the assessments have been spread in accordance with the benefits received from the services as set forth in the Engineer's Report; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2025-2026 for the District.

THE CITY COUNCIL OF THE CITY OF IRWINDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council hereby finds that each and every part of the Engineer's Report is sufficient, and the City Council hereby approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the Deputy City Clerk. The report as may be amended at or prior to the public hearing shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this Resolution.

SECTION 3. The public interest and convenience require, and it is the intention of the City Council to levy and collect assessments within the District ("Sewer Maintenance District"), generally described as including, but not limited to, maintenance of the sanitation and sewerage system appurtenant thereto within and benefiting assessable parcels of land within the District.

SECTION 4. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, sanitation and sewerage systems and facilities which are appurtenant thereto. Reference is made to the Engineer's Report on file in the office of the Deputy City Clerk for a more detailed description of the work to be done, the amount of the proposed assessments and the method of assessment.

SECTION 5. The City of Irwindale provides sewer services to the properties described in the Engineer's Report and the City will incur expenses for operation and maintenance of the sanitation and sewerage system. The City Council does hereby determine that the public interest, convenience and necessity require that the Sewer Maintenance Charge, as proposed, be imposed upon all real properties located within the

District and be collected by placing the same on the tax bills issued pursuant to rolls for collection. Passage of this Resolution shall constitute the imposition of the Sewer Maintenance Charge for the fiscal year referred to in the Engineer's Report.

SECTION 6. Time and Place of Public Hearing. NOTICE IS HEREBY GIVEN THAT ON THE 11th DAY OF JUNE 2025, AT THE HOUR OF 6:00 PM, OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS OF THE CITY COUNCIL IN THE CITY HALL, AT 5050 N. IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, ANY AND ALL PERSONS SHALL BE AFFORDED THE OPPORTUNITY TO HEAR AND BE HEARD, AND THE CITY COUNCIL SHALL CONSIDER ALL ORAL STATEMENTS AND WRITTEN PROTESTS MADE OR FILED BY ANY INTERESTED PERSON REGARDING THE WORK PROPOSED TO BE DONE OR CARRIED OUT, OR WHY SAID ASSESSMENTS SHOULD NOT BE LEVIED IN ACCORDANCE WITH THIS RESOLUTION OF INTENTION. WRITTEN PROTESTS MUST BE FILED WITH THE DEPUTY CITY CLERK PRIOR AT THE CONCLUSION OF THE PUBLIC HEARING.

The Chief Deputy City Clerk is hereby directed to give notice of such public hearing by causing this resolution to be published and posted at least ten (10) days prior to the date set for public hearing.

SECTION 7. The Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED, this 14 day of May 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025 was adopted at a regular meeting of the City Council of the City of Irwindale held on May 14, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk



City of Irwindale

Sewer Maintenance District (Irwindale Business Center)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 14, 2025

Public Hearing: June 11, 2025

27368 Via Industria
Suite 200

Temecula, CA 92590

T 951.587.3500 | 800.755.6864

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www.willdan.com



ENGINEER'S REPORT AFFIDAVIT
Establishment of Sewer Maintenance District for the:

Irwindale Business Center

City of Irwindale
Los Angeles County, State of California

This Report identifies the parcels within the District, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: _____
Chonney Gano
Project Manager, District Administration Services

By: _____
Tyrone Peter
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

To establish a revenue source based on benefit to property for funding the maintenance of public sewer facilities in the 116-acre private development, Irwindale Business Center, the City Council directed the City Engineer to facilitate the formation of the Sewer Maintenance District (Irwindale Business Center) (the "District") under the Health and Safety Code ("H&SC"), Sections 5470 et. seq., entitled "Sanitation and Sewerage Systems" which provides a method for collecting funds for the maintenance of sewer facilities on the property tax bills. The funding supported the maintenance of a sewer system and a lift station and the future replacement of the lift station (estimated for the year 2026) in the area known as the Irwindale Business Center.

In Fiscal Year 2001/2002, the City Council of the City of Irwindale (the "City") established the Sewer Maintenance District (Irwindale Business Center). The noticing and balloting requirements and other applicable provisions of Article XIIID of the California State Constitution were followed with respect to the formation of the Sewer Charge. It was determined that the sewer maintenance charge was a property-related charge and should be levied upon each parcel within the boundaries of the Irwindale Business Center. A maximum charge rate of \$829.38 per benefit unit ("BU") was established for Fiscal Year 2001/2002.

The rate imposed each year will be based on the estimated cost of operations, maintenance, and future lift station replacement for that year. For any year in which all other rates imposed under the Sewer Charge are adjusted by the change in the Consumer Price Index ("CPI"), the maximum rate will also be adjusted by the CPI.

Section 5473 of the H&SC requires this Engineer's Report ("Report") to be prepared and filed with the City Clerk each year for the purpose of establishing the charge rate. The charge rate for Fiscal Year 2025/2026 is presented herein in accordance with the methodology as set forth below.

Following approval of this Report, the City Council will hold a public hearing to provide an opportunity for any interested person to be heard. At the conclusion of the public hearing, the City Council may adopt a resolution confirming the levy of the charge as proposed or as modified.

II. Description of the Improvements

The City's existing sewer system facilities in the Irwindale Business Center include approximately 7,500 L.F. of 8" to 12" VCP gravity public sewer main and a sewer lift station, (3'-6" X 14", 1400 GPM, 75 HP dry well pumps and a 12,000 gallon wet well) built to capacity for the project.

///. Estimate of Cost

The cost of operation, maintenance, servicing of the improvements and the replacement of the lift station for Fiscal Year 2025/2026, as described above, are summarized herein and described as below.

SEWER MAINTENANCE COST ESTIMATE FOR FISCAL YEAR 2025/2026	
Beginning Fund Balances (07/01/2025)	
Lift Station Replacement Fund Balance	<u>\$338,474</u>
Total Beginning Fund Balances	\$338,474
Budget Items	
Annual Maintenance Cost (Sewer)	\$14,110
Annual Maintenance Cost (Lift Station)	10,000
City Administration	23,380
District Administration	2,269
Public Notice Publication	620
Legal Fees	170
LA County Assessor's – Admin Fee	<u>56</u>
Maintenance & Administration Costs	\$50,605
Replace Lift Station / Bypass System ⁽¹⁾	\$122,082
Balance to Levy ⁽²⁾	\$172,692
Total BU	110.58
Levy per BU FY 2025/2026	\$1,561.69
Max Rate per BU FY 2024/2025 ⁽³⁾	\$1,561.6977
Estimated Ending Fund Balances (06/30/2026)	
Lift Station Replacement Fund Balance ⁽¹⁾	<u>\$460,561</u>
Total Ending Fund Balances	\$460,561

(1) Annual cost for the replacement of the lift station at the end of its useful life estimated to occur in the year 2016. This cost was estimated to be \$750,000 in 2000. Due to increased equipment, material, and labor costs in 2007 the Los Angeles County Maintenance Division recommended a 30% increase to this estimate to a cost of replacement of \$975,000. In addition, in 2014 the Los Angeles County Maintenance Division recommended construction of a bypass system to allow for continuous operation while routine maintenance continues to be performed on the gravity sewer main. Furthermore, the replacement of the station sewer piping shall use stainless steel pipes instead of ductile iron pipes. This increased the cost from \$975,000 to \$1,325,000. The replacement of the gravity sewer main was scheduled to begin in Fiscal Year 2014/2015 and was estimated to be completed in 2-3 years. As such, the total amount to collect became \$1,325,000 - \$825,000 (Collected through Fiscal Year 2013/2014) = \$500,000 over the next 6 years starting Fiscal Year 2014/2015. Annual charge starting Fiscal Year 2014/2015 = \$500,000/6 years = \$83,333.33 per year. However, the City unexpectedly did emergency repair and replacement in Fiscal Year 2014/2015, as explained below, which depleted the funds. The City will continue to collect toward the Lift Station replacement to the maximum capacity allowed in order to replenish the fund.

(2) The net amount to be assessed upon assessable lands within the District being the total operating, maintaining, and servicing costs. Actual levy to the Los Angeles County will vary due to rounding.

(3) The April 2025 CPI has not been released as of the date of this Report. The Max Rate listed is as of Fiscal Year 2024/2025.

IV. Method of Apportionment and Rate Calculator

The land use for all of the parcels within the boundaries of the Sewer Maintenance District area as the area fully develops will be industrial. It has been determined that the sewer maintenance charge is a property related charge, and that a charge based on parcel acreage is a reasonable method for apportioning the maintenance costs. The special benefit will be expressed as a Benefit Unit ("BU"). For every parcel one benefit unit (1.00 BU) will be assigned per acre.

- Developed and undeveloped parcels will be assessed one (1) benefit unit per acre.
- Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements.

The sewer lift station located on parcel 8417-036-900, the storm water detention basin on parcel 8417-027-094 which later became parcel 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the sewer system, and are exempt from the maintenance charge.

Southern California Edison has purchased parcel 8417-036-002 which became 8417-036-800. This parcel is not exempt from the Sewer Maintenance District and is assessed as parcel 9014-800-001 (State Board of Equalization assigned parcel number or "SBE").

	Parcels	Acreage	Benefit Units
Developed and Undeveloped	23	110.58	110.58
Exempt	3	0.00	0.00
Total	26	110.58	110.58

The Fiscal Year 2025/2026 Sewer Maintenance District rate is calculated as follows:

The Maximum Allowable Assessment rate for Fiscal Year 2024/2025 is \$1,503.0798. Fiscal Year 2025/2026 has not been released as of the date of this Report. The rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/02 of \$829.38 per BU by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim, Area for the prior year (CPI April 2023 = 320.089, CPI April 2024 = 332.572, increase of 88.319% cumulatively).

Sewer Maintenance Total Costs: \$172,687

Sewer Maintenance District Rate Fiscal Year 2025/2026:

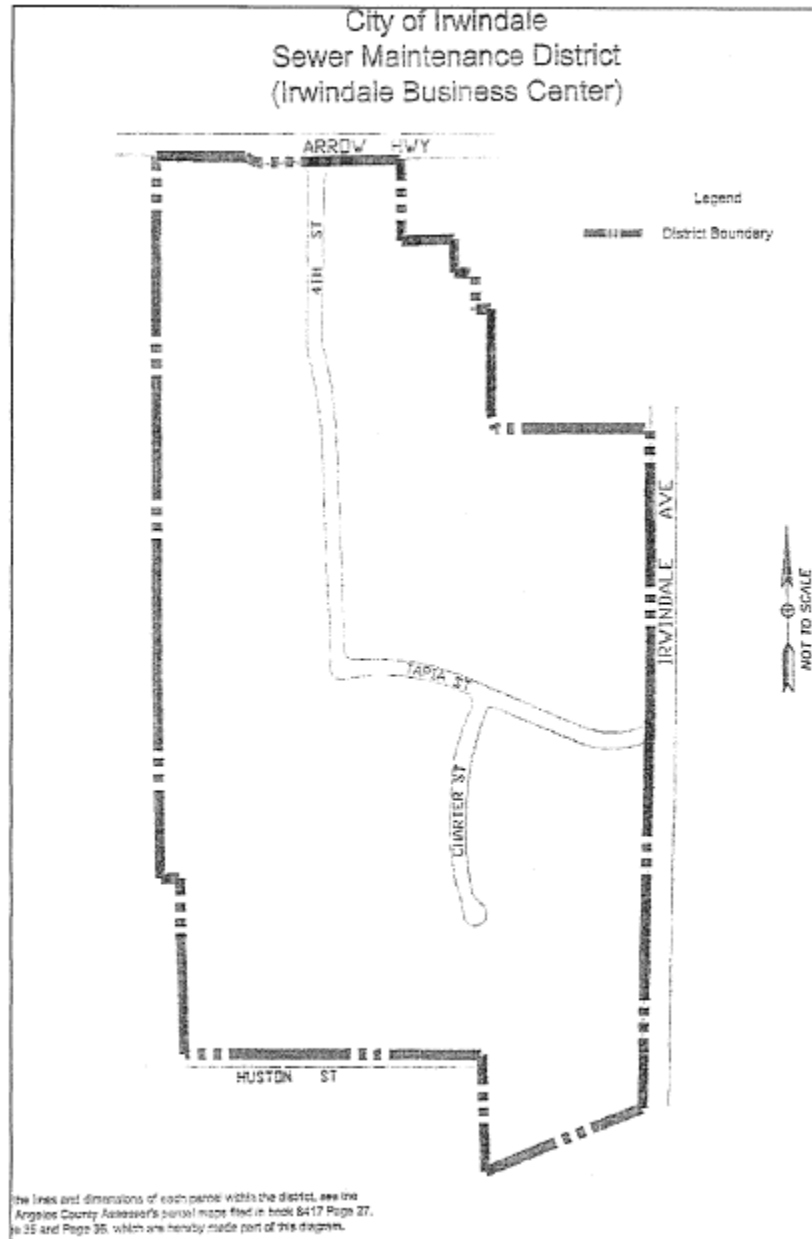
$\$172,687.03 \div 110.58 \text{ Total BU} = \$1,561.69/\text{BU}$

Maximum Sewer Maintenance District Rate: \$1,561.6977/BU

This maximum rate reflects the April 2023 to April 2024 CPI increase of 3.90% over last year's maximum rate of \$1,561.6977.

V. District Assessment Diagram

The lines and dimensions of each lot or parcel within the Sewer Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VI. 2025/2026 Assessment Roll

The proposed Fiscal Year 2025/2026 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

**City of Irwindale
Sewer Maintenance District (Irwindale Business Center)
Fiscal Year 2025/2026 Preliminary Assessment Roll**

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$8,448.74
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	6,043.74
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	10,135.37
8417-027-091	4889	4TH ST	10.73	1.0	10.73	16,756.93
8417-027-092	4821	4TH ST	3.03	1.0	3.03	4,731.92
8417-027-093	4818	4TH ST	4.77	1.0	4.77	7,449.26
8417-035-006	5091	4TH ST	15.01	1.0	15.01	23,440.97
8417-035-007	4981	4TH ST	8.03	1.0	8.03	12,540.37
8417-035-008	4982	4TH ST	2.02	1.0	2.02	3,154.61
8417-035-009	5012	4TH ST	2.14	1.0	2.14	3,342.02
8417-035-010	5082	4TH ST	5.82	1.0	5.82	9,089.04
8417-035-011	5086	4TH ST	4.66	1.0	4.66	7,277.48
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	6,512.25
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	13,555.47
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	2,795.43
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	3,092.15
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	1,116.61
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	1,842.79
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	716.82
8417-035-034	15612	ARROW HWY	0.50	0.0	0.50	780.85
8417-035-035	15642	ARROW HWY	2.22	0.0	2.22	3,473.20
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	15,495.09
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	10,895.92
Total:			110.58		110.58	\$172,687.03
Parcel Count:						23

⁽¹⁾ Assessment for Southern California Edison's parcel was submitted under the company's SBE account 9014-800-001

RESOLUTION NO. 2025-40-3628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AN ENGINEER'S REPORT FOR FISCAL YEAR 2025-2026 FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT (THE IRWINDALE BUSINESS CENTER); DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE STREET LIGHTING MAINTENANCE DISTRICT FOR THE FISCAL YEAR 2025-2026; AND GIVING NOTICE OF A DAY AND TIME FOR A VIRTUAL PUBLIC HEARING ON THE LEVY OF THE PROPOSED ASSESSMENTS

WHEREAS, on June 28, 2001, the City Council previously adopted Resolution 2001-42-1762 forming the Street Lighting Maintenance District located within the Irwindale Business Center ("District") pursuant the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the Streets and Highways Code, to levy and collect assessments therein as set forth in an engineer's report adopted by the City Council and prepared for Fiscal Year 2001-2002; and

WHEREAS, the improvements to be maintained within the existing District are generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District; and

WHEREAS, pursuant to Government Code sections 53750 et seq. (Proposition 218), in adopting Engineer's Report and declare its intent to levy and collect assessments for the District for the Fiscal Year 2001-2002, the City complied with the notice, protest, and hearing requirements; and

WHEREAS, the City engaged Willdan Financial Services to prepare and file with the City Clerk an Engineer's Report establishing Fiscal Year 2025-2026 assessments for the District ("Engineer's Report"); and

WHEREAS, in accordance with Section 4 of Article XIII D of the California Constitution and the Act (collectively the "Assessment Law"), the Engineer's Report for Fiscal Year 2025-2026, made part hereof as Exhibit "B", has been prepared and filed with the Deputy City Clerk and all interested persons are referred to the Engineer's Report for a full and detailed description of the boundaries of the District, the work and the proposed assessments upon the assessable lots and parcels of land within the District; and

WHEREAS, the Engineer's Report does not provide any increase in the assessment methodology or any formula or range of assessments which will increase the assessments, rather the assessment for Fiscal Year 2025-2026 is proposed to increase based on the methodology approved by the City Council for the Fiscal Year 2001-2002 and as such, under Government Code section 53753.5, the City need not further comply with the notice, protest and hearing requirements of section 53753; and

WHEREAS, in accordance with the Act, the Engineer's Report included in this resolution has been presented to the City Council; and

WHEREAS, pursuant to Government Code Section 53753.5, a public agency that has complied with the notice, protest, and hearing requirements of Section 53753 in establishing an assessment, need not follow those requirements in subsequent fiscal years where the assessment methodology is not changed to increase the assessment or the amount of the assessment proposed does not exceed an assessment formula or range of assessments adopted in accordance with Government Code Section 53750 et. seq. (Proposition 218); and

WHEREAS, the City Council has duly examined, inspected and considered each and every part of the Engineer's Report and is satisfied that the assessments have been spread in accordance with the benefits received from the services as set forth in the Engineer's Report; and

WHEREAS, the adoption of this Resolution, among other things, is required in order to levy the proposed assessments for Fiscal Year 2025-2026 for the District.

THE CITY COUNCIL OF THE CITY OF IRVINDALE DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The above recitals are true and correct.

SECTION 2. Engineer's Report. The City Council hereby finds that each and every part of the Engineer's Report is sufficient, and the City Council hereby approves, passes on and adopts the Engineer's Report as submitted to the City Council and filed with the Deputy City Clerk. The report as may be amended at or prior to the public hearing shall stand as the Engineer's Report for the purposes of all subsequent proceedings pursuant to this resolution of Intention.

SECTION 3. Statement of Intention. The public interest and convenience require, and it is the intention of the City Council, to levy and collect assessments within the District, generally described as including, but not limited to, street lighting and facilities which are appurtenant thereto within and benefiting assessable parcels of land within the District, for the Fiscal Year 2025-2026.

SECTION 4. Description of Work. The District shall provide for the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, street lighting and facilities which are appurtenant thereto. Reference is made to the Engineer's Report on file in the office of the Deputy City Clerk for a more detailed description of the work to be done, the amount of the proposed assessments and the method of assessment.

SECTION 5. Description of Street Lighting and Maintenance District. The contemplated work, in the opinion of the City Council, is of special benefit to, and the City Council hereby makes the expense of said work chargeable upon, all the property within the District, which is more particularly described on a map on file in the office of the Deputy City Clerk, entitled "Irwindale Business Center Street Lighting and Maintenance District."

SECTION 6. Time and Place of Public Hearing. NOTICE IS HEREBY GIVEN THAT ON THE 11th DAY OF JUNE, 2025, AT THE HOUR OF 6:00 PM, OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS OF THE CITY COUNCIL IN THE CITY HALL, AT 5050 N. IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, ANY AND ALL PERSONS SHALL BE AFFORDED THE OPPORTUNITY TO HEAR AND BE HEARD, AND THE CITY COUNCIL SHALL CONSIDER ALL ORAL STATEMENTS AND WRITTEN PROTESTS MADE OR FILED BY ANY INTERESTED PERSON REGARDING THE WORK PROPOSED TO BE DONE OR CARRIED OUT, OR WHY SAID ASSESSMENTS SHOULD NOT BE LEVIED IN ACCORDANCE WITH THIS RESOLUTION OF INTENTION. WRITTEN PROTESTS MUST BE FILED WITH THE DEPUTY CITY CLERK PRIOR TO THE CONCLUSION OF THE PUBLIC HEARING.

The Chief Deputy City Clerk is hereby directed to give notice of such public hearing by causing this resolution to be published and posted at least ten (10) days prior to the date set for public hearing.

SECTION 7. Street Lighting and Maintenance. All work proposed shall be done in accordance with the Act.

SECTION 8. Certification. The Chief Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED, this 14 day of May 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-40-3628 was adopted at a regular meeting of the City Council of the City of Irwindale held on May 14, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto
Chief Deputy City Clerk



City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 14, 2025

Public Hearing: June 11, 2025

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ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:
Street Lighting Maintenance District
(Irwindale Business Center)

City of Irwindale
Los Angeles County, State of California

This Report describes the Street Lighting Maintenance District including the improvements, budget, parcels, and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Los Angeles County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2025.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Irwindale

By: _____
Chonney Gano
Project Manager, District Administration Services

By: _____
Tyrone Peter
P. E. # C 81888

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was filed with me on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Irwindale, California, on the ____ day of _____, 2025.

By: _____
City Clerk, City of Irwindale
Los Angeles County, California

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I. Introduction

This Engineer's Report ("Report") has been prepared pursuant to and in compliance with the requirements of Article 4, Chapter 1, of the Landscaping and Lighting Act of 1972 (the "1972 Act") which is Part 2, Division 15 of the California Streets and Highways Code and Article XIID of the Constitution of the State of California ("Article XIID"), in Fiscal Year 2001/2002, the City of Irwindale ("City") formed the Street Lighting Maintenance District (Irwindale Business Center) ("District") to generate revenue and finance the cost of providing maintenance for the existing public street lighting system within the Irwindale Business Center. The Irwindale Business Center is a 116-acre private industrial development and the improvements to be maintained within the District are appurtenant thereto within and benefiting all assessable parcels of land within the District.

Noticing and balloting requirements and other applicable provisions of Article XIID were followed with respect to the formation of the District. The assessment to be levied upon each parcel within the boundaries of the District and the assessment was based solely on the benefit received from street light maintenance. A maximum assessment rate of \$97.29 per Benefit Unit ("BU") was established for Fiscal Year 2001/2002. For any year in which all other rates imposed under the District are adjusted by the change in the Consumer Price Index, the maximum rate will also be adjusted by the Consumer Price Index.

II. Facilities Maintained by the District

A) Street Lighting

The public street lighting system within the proposed District boundaries is owned by the Southern California Edison Company and currently consists of 22 lights, as shown below:

No. of Lights	Size in Lumens	Type of Light
22	16,000	High Pressure Sodium Vapor Lamps

III. Plans and Specifications

A) Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "Maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

The improvements are the operation, maintenance, rehabilitation and servicing of lighting and appurtenant facilities. The facilities and improvements are described as follows:

B) Lighting and Appurtenant Facilities

Street lighting improvements include but are not limited to: poles, fixtures, bulbs, conduits, and conductors, equipment including guys, anchors, posts and pedestals, metering devices, and appurtenant facilities as required to provide safety lighting and traffic signals in public rights-of-way and dedicated easements within the boundaries of the District.

The public lighting system will be maintained to provide adequate illumination. Power for street lights will be furnished by the Southern California Edison Company, or such agency as determined by the City.

C) Operation

Operation includes, but is not limited to, the furnishing of personnel, electrical energy, materials, contracting services, administration, and other items and functions necessary for the satisfactory operation of the public lighting facilities and appurtenant facilities.

D) Maintenance

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public lighting facilities and appurtenant facilities.

E) Rehabilitation

Rehabilitation means the repair, removal or replacement of all or part of any of the public lighting facilities or appurtenant facilities as required for their intended function.

F) Servicing

Servicing means the maintenance of any of the public lighting facilities or appurtenant facilities, and the furnishing of electric current or energy, gas or other illuminating agent for the public lighting facilities or appurtenant facilities.

The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference herein made a part of this Report.

IV. Estimate of Cost

The cost of the operation, maintenance, rehabilitation, and servicing of the improvements for Fiscal Year 2025/2026, as described in Part III, are summarized herein and described below the table.

STREET LIGHTING MAINTENANCE COST ESTIMATE FOR FY 2025/2026	
REVENUE	
Beginning Fund Balance (7/01/2025) ⁽¹⁾	\$24,916
Assessments (FY 2025/2026) ⁽²⁾	17,165
Total Revenue	\$42,081
EXPENDITURES ⁽³⁾	
Utilities	
22 Street Lights (16,000 lumens)	
High Pressure Sodium Vapor Lamps	\$1,250
Energy Charge Per Lamp	3,550
City Administration	9,250
District Administration	2,269
Legal Fees	190
LA County Assessor's – Admin Fee	56
Public Notice Publication	600
Total Expenditures	\$17,165
Estimated Fund Balance (6/30/2026)	\$24,916
Assessment per Benefit Unit	\$155.33
Maximum Assessment per Benefit Unit	\$183.1942
Max Rate Per BU FY 2024/2025 ⁽⁴⁾	\$183.1942
Levy per BU FY 2025/2026	\$155.33
BU	110.51

Revenues

- (1) The amount of any surplus or deficit in the improvement fund to be carried over from a previous Fiscal Year.
- (2) The net amount to be assessed upon assessable lands within the District being the total operation, maintenance, and servicing costs. Actual levy to the County of Los Angeles will vary slightly due to rounding.

Expenditures

- (3) The total costs for improvements to be made for the year, being the total costs of operation, maintenance, and servicing all existing improvements, including all incidental expenses.

Max Rate

- (4) The April 2025 CPI has not been released as of the date of this Report. The Max Rate listed is as of Fiscal Year 2024/2025.

V. Method of Apportionment of Assessment

A) General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation, and servicing of street lights.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

In addition, Article XIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

B) Proposition 218 Benefit Analysis

In conjunction with the provisions of the 1972 Act, Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2(d) defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service”;

Article XIID Section 2(i) defines Special benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIID Section 4(a) defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be

imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

This District was formed to establish and provide for the improvements that enhance the presentation of the surrounding properties and developments. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used to construct and install landscape and lighting improvements within the existing District as well as provide for the annual maintenance of those improvements, and the assessment revenues generated by District will be used solely for such purposes.

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provides a direct reflection and extension of the properties within the District which the property owners and residents have expressed a high level of support.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape and lighting improvements within the District, and the assessment obligation for each parcel reflects that parcel’s proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either “general benefit” (not assessed) or “special benefit”.

C) Apportionment by Parcel Size

Acreage has been selected as the principal unit for calculating the special benefit conferred upon the parcels by the street lighting improvements and for apportioning the total assessment. The special benefit will be expressed as Benefit Unit (BU). Every parcel will be assigned one benefit unit (1.0 BU) per acre.

- **All developed and undeveloped parcels.** All parcels will be assessed one (1) benefit unit per acre.
- **Exempt.** Exempt from the assessment would be the areas of public streets, public easements and rights-of-ways. Also exempt from assessment would be utility rights-of-way, common areas, and sliver parcels not developable, as these parcels do not benefit from the improvements. The storm water detention basin on parcel 8417-027-094, which became 8417-027-908 and the utility easement to Valley County Water District on parcel 8417-035-900 do not benefit from the lighting system and are exempt from the lighting assessment.

Southern California Edison has purchased parcel 8417-036-002, which became 8417-036-800. This parcel is not exempt from the lighting assessment and is assessed as State Board of Equalization ("SBE") parcel 9014-800-001.

The sewer lift station located on parcel 8417-036-900 benefits: therefore, it is not exempt and is included in the lighting assessment.

A summary of Benefit Unit (BU) rates is shown in the table below:

<u>Land-Use Category</u>	<u>Basic Unit</u>	<u>BU Factor</u>	<u>BU Rates</u>
Exempt	0 acres X	0.0 =	0.0 BU/Acre
All other	1 acres X	1.0 =	1.0 BU/Acre

D) Special Benefit Determination

Street Lighting: Proper maintenance and operation of the street lighting system benefits all properties by enhancing overall safety, mitigating crime, alleviating the fear of crime, and promoting business and industry.

Street lighting provides special and direct benefit to all properties within the District as these lighting benefits are directly related to the positive enhancement of the area and therefore increase property desirability.

E) Assessment Rate Calculation

The Maximum Allowable Assessment rate for Fiscal Year 2024/2025 is \$183.1942. Fiscal Year 2025/2026 has not been released as of the date of this Report. This rate is calculated by adjusting the maximum rate established for Fiscal Year 2001/2002 of \$97.2900 per Benefit Unit by the Consumer Price Index ("CPI") for All Items, All Urban Consumers for the Los Angeles-Long Beach-Anaheim Area. The maximum rate reflects the April 2023 to April 2024 CPI increase of 3.90% over the maximum rate of \$183.1942 for Fiscal Year 2023/2024.

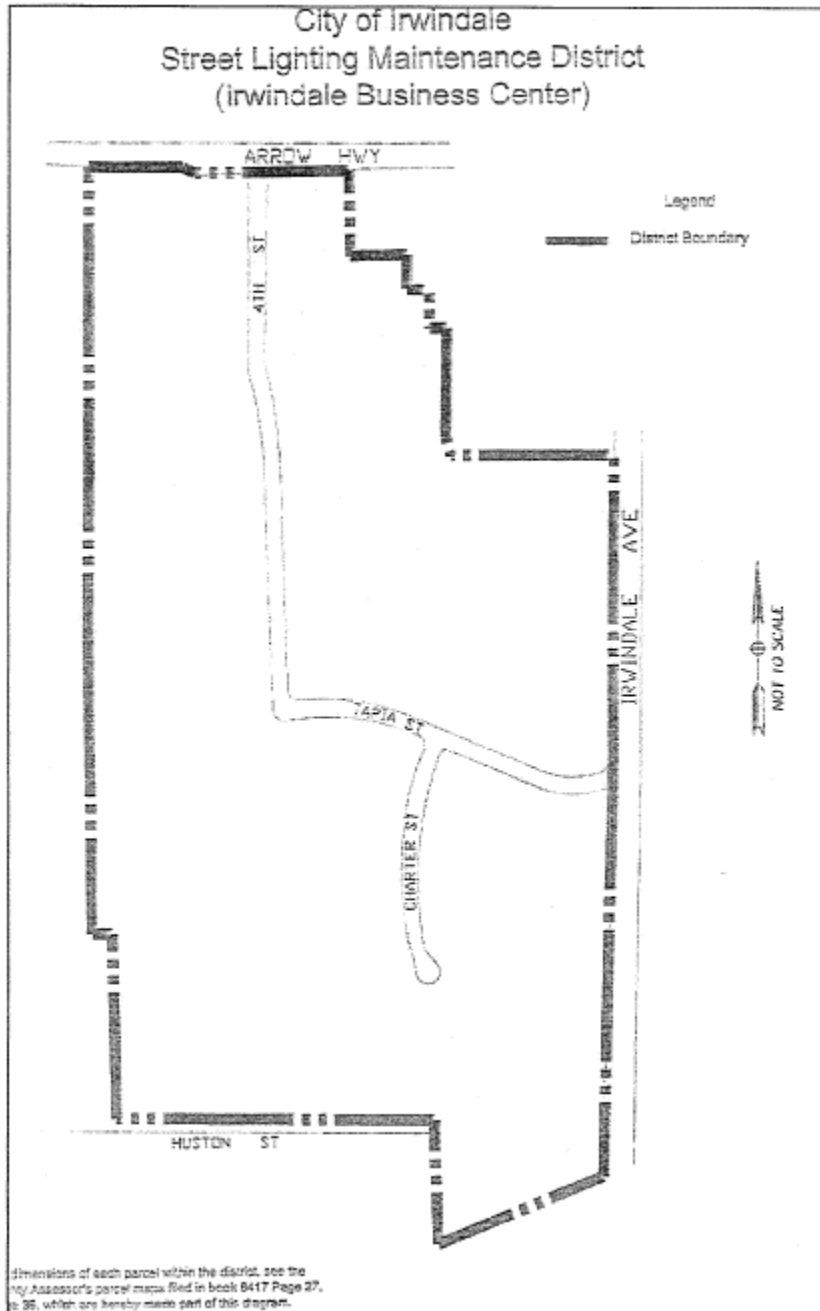
Land Use	Parcels	Acreage	Benefit Units
All Developed and Undeveloped	24	110.51	110.51
Exempt	2	0.00	0.00
Total:	26	110.51	110.51

As shown in the budget in section IV, the assessment rate for Fiscal Year 2025/2026 is \$155.33 per BU.

Each year, as the City maintains the existing street lighting improvements, the rate per BU will be calculated according to the current year's operations and maintenance budget.

VI. Boundary Map

The lines and dimensions of each lot or parcel within the Street Lighting Maintenance District are those lines and dimensions shown on the maps of the Assessor of the County of Los Angeles, and are incorporated by reference herein and made part of this Report.



VII. Assessment Roll

The proposed Fiscal Year 2025/2026 charges apportioned to each parcel, as shown on the latest roll of the Assessor's Office, are below. The description of each lot or parcel is part of the records of the Assessor of the County of Los Angeles and these records are by reference made part of this Report.

**City of Irwindale
Street Lighting and Maintenance District (Irwindale Business Center)
Fiscal Year 2025/2026
Preliminary Assessment Roll**

Assessor's Parcel Number	Situs	Address	Taxable Acreage	Benefit Unit Factor	EBU	Charge
8417-027-088	4775	IRWINDALE AVE	5.41	1.0	5.41	\$840.34
8417-027-089	15800	TAPIA ST	3.87	1.0	3.87	601.13
8417-027-090	4821	CHARTER ST	6.49	1.0	6.49	1,008.09
8417-027-091	4889	4TH ST	10.73	1.0	10.73	1,666.69
8417-027-092	4821	4TH ST	3.03	1.0	3.03	470.65
8417-027-093	4818	4TH ST	4.77	1.0	4.77	740.92
8417-035-006	5091	4TH ST	15.01	1.0	15.01	2,331.50
8417-035-007	4981	4TH ST	8.03	1.0	8.03	1,247.30
8417-035-008	4982	4TH ST	2.02	1.0	2.02	313.77
8417-035-009	5012	4TH ST	2.14	1.0	2.14	332.41
8417-035-010	5082	4TH ST	5.82	1.0	5.82	904.02
8417-035-011	5086	4TH ST	4.66	1.0	4.66	723.84
8417-035-012	15751	TAPIA ST	4.17	1.0	4.17	647.73
8417-035-013	15761	TAPIA ST	8.68	1.0	8.68	1,348.26
8417-035-014	5027	IRWINDALE AVE	1.79	1.0	1.79	278.04
8417-035-015	4981	IRWINDALE AVE	1.98	1.0	1.98	307.55
8417-035-024	15662	ARROW HWY	0.72	1.0	0.72	111.06
8417-035-028	15700	ARROW HWY	1.18	1.0	1.18	183.29
8417-035-029	15716	ARROW HWY	0.46	1.0	0.46	71.30
8417-035-034	15612	ARROW HWY	0.50	1.0	0.50	77.67
8417-035-035	15642	ARROW HWY	1.95	1.0	1.95	302.89
8417-036-001	4781	IRWINDALE AVE	9.92	1.0	9.92	1,541.18
8417-036-900	NO	SITUS AVAILABLE	0.20	1.0	0.20	31.07
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.0	6.98	1,084.20
Total:			110.51		110.51	\$17,164.90
Parcel Count:						24

⁽¹⁾ Assessment for Southern California Edison's parcel is submitted under the company's SBE account 9014-800-001

Note: Totals may not foot and total Balance to Levy differs slightly from assessment roll due to rounding.

Item #19.G.

City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Americans with Disabilities Act (ADA) Assistance Program

City Manager's Recommendation:

Adopt Resolution No. 2025-39-3627, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (D), AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) AUTHORIZING TO PROVIDE AN UPDATE ON THE CITY OF IRWINDALE'S ADA ASSISTANCE PROGRAM."

Administrative Action:

Submitted/Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

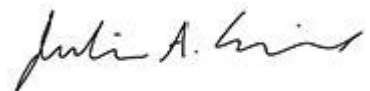


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Americans with Disabilities Act (ADA), enacted in July 1990, provides comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, transportation, telecommunications and access to public accommodations. Pursuant to ADA Title II/Section 504, public agencies are prohibited from excluding or denying access to services, programs, and activities to individuals with disabilities and are required to implement reasonable accommodations to meet these standards. Under the ADA Title II/Section 504, public agencies are required to complete a self-evaluation to review the agency's policies, procedures, programs and facilities in order to identify obstacles or barriers to accessibility that need to be addressed. The self-evaluation then serves as the foundation for an ADA Transition Plan, whereby a plan and approach to eliminating the identified barriers is developed. In completing the self-evaluation and transition plan, the general areas of concern include facilities, services, programs and activities, and physical accessibility within the community.

In 2014, the City of Irwindale was required by ADA Title II/Section 504 and the California Joint Powers Insurance Authority to complete an ADA Self-evaluation and Transition Plan. As a result, staff released a Request for Proposals for Professional Services for the preparation of an ADA Self-evaluation and Transition Plan and awarded the contract to the Owen Group, who finalized the plan in January 2015.

During this time, CJPIA began requiring all of its member agencies to complete this plan. Since CJPIA serves as the risk management and insurance provider for multiple agencies, including the City of Irwindale, and as the ADA creates the possibility of risk exposure to claims and litigation, CJPIA also developed an option to provide member agencies the necessary support to achieve compliance with the ADA through its ADA Assistance Program. This program provides member agencies access to a partnership with a professional consulting firm with extensive experience related to the ADA, and support from CJPIA staff.

In 2017, CJPIA entered into a Memorandum of Understanding (MOU) with Disability Access Consultants (DAC) to provide professional, technical consulting services to CJPIA and its member agencies related to its ADA Assistance Program, which includes conducting self-evaluations and inspections, developing transition plans, and evaluating programs and services. DAC was founded in California in 1998 to specialize in providing support to public agencies related to accessibility in accordance with the ADA and other relevant codes. DAC maintains a staff of well-qualified professionals and, since they were established, they have provided support to hundreds of public entities of all sizes. Under this MOU with CJPIA, DAC will make all of these resources and support services available to the City of Irwindale. Additionally, the City of Irwindale is listed under Section 1.6 ("Eligible Recipients of Services") of the MOU and the proposal provided by DAC was based on the hourly rate and MOU entered into between CJPIA and DAC.

Staff is recommending the City of Irwindale enter into a Memorandum of Understanding with CJPIA by waiving the bidding procedures pursuant to Irwindale Municipal Code Section 3.44.080 (D), which states bidding can be waived "when there is to be a contract or professional service such as, but not limited to, the services of attorneys, architects, or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not

subject to competition or other services for which by law another officer or body is specifically charged with obtaining." CJPIA is the City's risk management and insurance provider, the ADA Assistance Program requests technical and professional engineers and architects, including a Certified Access Specialist (CASP Certified) and CJPIA has entered into a MOU with DAC, who has these technical and professional requirements. CJPIA entered into this MOU with DAC for its member agencies in 2017 and extended the MOU through addenda to the MOU in 2018, 2021, 2023, and 2024. The most recent addendum approved in 2024 has an expiration date of June 30, 2026.

Under the proposed scope of work, DAC will complete an update of the City's ADA Self-Evaluation and ADA Transition Plan in accordance with all appropriate codes and statutes. As a part of the self-evaluation, DAC will survey City facilities (13 facilities), and inspect approximately 50 linear miles of sidewalk. In addition to surveying the physical infrastructure of the City, DAC will also review the City's policies, procedures, and programs, including the website and publications, events, meetings, and classes, and any other City service or function that might have a barrier to accessibility. Upon completion of the surveys, DAC will complete a comprehensive overview of the City's 2015 ADA Self-evaluation and Transition Plan, and provide corrective measures, including costs and priorities to update the transition plan. As a part of the final deliverables, DAC will provide their digital database software that allows the City to adjust their approach and track their progress toward implementing the plan.

This project will be completed in the following two phases:

- Phase I: Study and Evaluation - Self-evaluation/Facility Survey/Barrier Assessment
- Phase II: Implementation Phase - Transition Plan Development.

The scope of work and the costs associated with each task are outlined in the table below.

DESCRIPTION	COSTS
City Facilities (13) and Parks Survey	\$41,000
Public Rights-of-Way - City Streets (50 linear sidewalk miles)	\$30,000
Review of Policies, Procedures, and Programs, Assistance with Public Input	\$ 5,000
TOTAL COST	\$76,100

It is anticipated that DAC will be able to complete this project in approximately nine (9) months.

Since the City of Irwindale is entering into a MOU with CJPIA, all invoices will be submitted by CJPIA to the City of Irwindale with all payments made to CJPIA.

Fiscal Impact:

The cost of updating the ADA Self-evaluation and Transition Plan is \$76,100, which was approved by the City Council at the March 12, 2025, meeting during the Mid-Year review. Therefore, sufficient funding is available in the Public Services Maintenance account number 01-57-570-42300-0000 adopted budget for Fiscal Year 2024-2025.

Attachments:

1. 5-14-2025 ADA Assistance Program - RESOLUTION (2004628.1)
2. 05-14-2025 ADA Assistance Program - Memorandum of Understanding_Irwindale
3. 05-14-2025 ADA Assistance Program - DAC Proposal for City of Irwindale
4. 05-14-2025 ADA Assistance Program - Memorandum of Understanding - CJPIA - DAC 2017
5. 05-14-2025 ADA Assistance Program - Addendum to MOU CJPIA - DAC 2024-2026

RESOLUTION NO. 2025-39-3627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (D), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) TO PROVIDE AN UPDATE ON THE CITY OF IRWINDALE'S ADA ASSISTANCE PROGRAM

WHEREAS, the Americans with Disabilities Act (ADA) was enacted in July 1990 to provide comprehensive civil rights protections to persons with disabilities in the areas of employment, state and local government services, transportation, telecommunications and access to public accommodations; and

WHEREAS, pursuant to ADA Title II/Section 504, public agencies are prohibited from excluding or denying access to services, programs, and activities to individuals with disabilities and are required to implement reasonable accommodations to meet these standards; and

WHEREAS, additionally, public agencies are required to complete a self-evaluation to review their policies, procedures, programs, and facilities in order to identify obstacles or barriers to accessibility that need to be address and create an ADA Transition Plan that identifies how public agencies will eliminate these barriers; and

WHEREAS, in January 2015, the City of Irwindale finalized its ADA Self-evaluation and Transition Plan as required by the ADA Title II/Section 504 and California Joint Powers Insurance Agency (CJPIA), its insurance provider; and

WHEREAS, in 2017, CJPIA established an ADA Assistance Program as a result of ADA Title II/Section 504 and entered into a Memorandum of Understanding with Disability Access Consultants (DAC) to assist its member agencies with completing and updating their ADA Self-evaluation and Transition plan; and

WHEREAS, section 1.6 ("Eligible Recipients of Service") of the MOU between CJPIA and DAC, states DAC will make all of its ADA resources and support services available to CJPIA member cities including the City of Irwindale. Since 2017, CJPIA and DAC have amended the MOU through addenda in 2018, 2021, 2023, and 2024; and

WHEREAS, DAC on behalf of CJPIA will complete an update of the City of Irwindale's ADA Self-evaluation and Transition Plan in accordance with all appropriate codes and statutes, including surveying 13 City facilities and approximately 50 linear miles of sidewalk, review the City's policies, procedures, programs, and services; and

WHEREAS, staff is recommending the City of Irwindale enter into a MOU with CJPIA by waiving the bidding procedures pursuant to Irwindale Municipal Code Section 3.44.080 (D), which states bidding can be waived "when there is to be a contract or professional service such as, but not limited to, the services of attorneys, architects, or engineers, or where the service contracted for deals with public relations or promotions,

elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining”; and

WHEREAS, the City Council desires to waive formal bidding procedures pursuant to IMC section 3.44.080(D) for the following reasons: California Joint Powers Insurance Authority is the City of Irwindale’s risk management and insurance provider, the ADA Assistance Program requests technical and professional engineers and architects, including a Certified Access Specialist (CASP Certified), and California Joint Powers Insurance Authority entered into a Memorandum of Understanding with Disability Access Consultants, who has these technical and professional requirements; and

WHEREAS, the City Council also desires to authorize the City Manager to enter into a Memorandum of Understanding with California Joint Powers Insurance Authority to provide a ADA Assistant Program, which includes updating the City of Irwindale’s ADA Self-evaluation and Transition Plan.

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

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

SECTION 2. The City Council hereby finds that it in the best interest of the City to waive the bidding process as authorized pursuant to Irwindale Municipal Code Section 3.44.080(D), because California Joint Powers Insurance Authority is the City of Irwindale’s insurance provider, the ADA Assistance Program requests technical and professional engineers and architects, including a Certified Access Specialist (CASP Certified), and California Joint Powers Insurance Authority entered into a MOU with DAC, who has these technical and professional requirements.

SECTION 3. The City Council of the City of Irwindale hereby waives the formal bidding process pursuant to Irwindale Municipal Code Section 3.44.080(D) and authorizes the City Manager to enter into a Memorandum of Understanding with California Joint Powers Insurance Authority in the amount of \$76,100 to provide an ADA Assistance Program, which includes updating the City of Irwindale’s ADA Self-evaluation and Transition Plan.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted

this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED and ADOPTED this 14th day of May 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-39-3627 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of May 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the California Joint Powers Insurance Authority (CJPIA) and the City of Irwindale (MEMBER) for purposes of authorizing work related to CJPIA's ADA Assistance Program, which includes conducting self-evaluations and inspections, developing transition plans, and evaluating programs and services.

Disability Access Consultants (DAC) will perform all work for MEMBER on behalf of CJPIA in accordance with all terms, covenants, standards and conditions set forth in that certain agreement between the CJPIA and DAC, entered into on March 14, 2017 of which MEMBER shall be considered a third party beneficiary to that agreement. Copies of the agreement are attached hereto as and incorporated herein by reference as if fully set forth herein.

This MOU also discloses costs related to the aforementioned work, which will be billed directly to CJPIA. CJPIA will then invoice MEMBER, less the amount of CJPIA ADA Assistance Program funding. MEMBER agrees to pay the invoiced amount within 30 days of billing by CJPIA.

- | | |
|---|------------------------------|
| 1. Total cost for all work to be performed by DAC, as per attached DAC written proposal | \$ 76,100.00 |
| 2. Total program funding provided by CJPIA to be paid directly to DAC on behalf of MEMBER for the aforementioned work | \$ N/A-previously reimbursed |
| 3. Total amount owed by MEMBER, representing difference between Line 1 and Line 2, which will be billed by CJPIA | \$ 76,100.00 |

Should additional inspection items be added to the scope of work, DAC will provide an addendum to the proposal. MEMBER acknowledges and agrees to be responsible for any additional costs incurred from the addition of these items to the scope of work (e.g., buildings, facilities, bus stops, sidewalk mileage, etc.). A revised MOU must be executed by the MEMBER and CJPIA, before proceeding with additional work.

Julian Miranda, City Manager, City of Irwindale

Date

Maria Galvan, Senior Risk Manager, California JPIA

Date

Attachments: DAC Proposal, DAC Professional Services Agreement and addenda

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY
8081 MOODY STREET, LA PALMA, CA 90623 TEL (562) 467-8700 FAX (562) 860-4992



City of Irwindale

Proposal for Accessibility Services

AMERICANS WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN

March 7, 2024
Updated January 2025

Disability Access Consultants
2862 Olive Highway, Suite D
Oroville, CA 95966



COVER LETTER

Date: March 7, 2024
Updated January 6, 2025

To: Elizabeth Rodriguez, Public Services Director
Mary Hull, Human Resources/Risk Manager
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

Re: Americans with Disabilities (ADA) Self-Evaluation and Transition Plan Proposal

Firm Information: Disability Access Consultants, LLC (DAC)

Headquarters: 2862 Olive Highway, Suite D
Oroville, CA 95966
tmahoney@dac-corp.com
Phone: 1-800-743-7067

We appreciate the opportunity to submit our statement of qualifications and proposal for providing consultant services for an Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City of Irwindale public facilities and public rights-of-way.

Under Title II of the ADA, the City of Irwindale is required to have a current Self-Evaluation and Transition Plan. Title II entities, such as the City of Irwindale may be at significant risk for claims and litigations by not having a current plan. Also, recent audit and enforcement activities by the DOJ, FHWA, CalTrans and HUD have shown that cities and other Title II entities under the ADA, potentially can have their federal pass-through funding delayed or lost, if they do not have an updated and comprehensive ADA Self-evaluation and Transition Plan.

DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Irwindale. Founded as a California corporation and woman owned business in 1998, DAC has provided services for the past 26 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation.

DAC has conducted over 28,000 building inspections, surveyed thousands of parks and playgrounds, 32,000 miles of sidewalks and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards. DAC has completed over a hundred similar studies.

To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the transition plan, project costs and document progress. Custom reports can be printed in a variety of formats.

Respectfully submitted by Tim Mahoney, General Manager



FIRM ORGANIZATION AND DESCRIPTION OF QUALIFICATIONS

Since Disability Access Consultants was founded as a woman owned California Corporation in 1998, DAC has provided services for the past 26 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Irwindale.

As our founder, Barbara Thorpe, worked with a public entity for 20 years as the ADA Coordinator, 504 Coordinator, and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city and town governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan.

DAC has a team of more than 25 staff, with our Facility Team Leader Michael Boga holding CASp Certificate #152, dedicated to assisting public entities, such as the City of Irwindale, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirements under Title II of the ADA, California Building Code and related state accessibility standards.

DAC has a reputation to being responsive to the client's needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA Self Evaluations and Transition Plans, implementation and related services.



DAC is currently assisting the California Joint Powers Insurance Authority (CJPIA) members, of which the City of Irwindale belongs, to assist members with ADA compliance at a discounted rate. DAC has been assisting several Joint Power Authorities since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from one site to 506 sites. Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Over the 26 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections

- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA Playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD)

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients’ current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web-based software and is not an enhanced Excel spread sheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an Excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City’s ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

DACTrak Accessibility Management Software

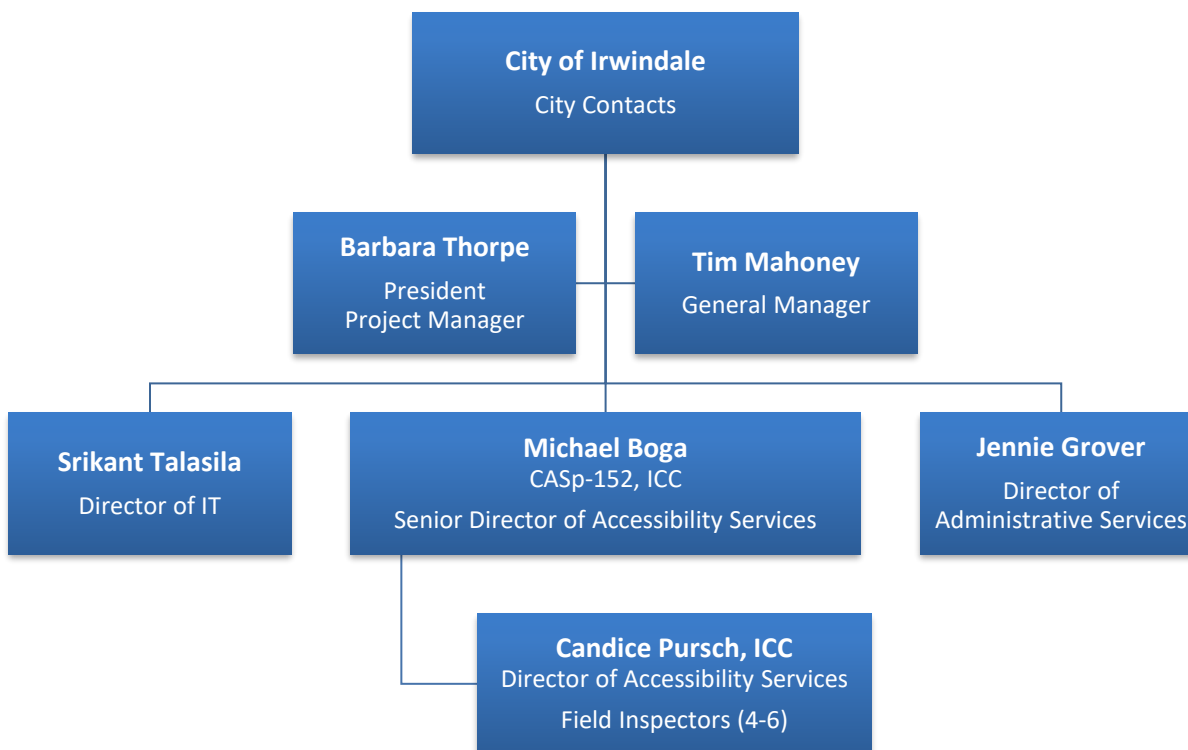
The accessibility management software is included at **no cost** to the City for the first year as the cost is paid by the CJPIA. If the City decides to continue with the use of the web-based management software after the initial year, the cost is \$2,000 and includes unlimited seat licenses.

The use of the DACTrak software includes the storage and maintenance of the data. If the City decides not to continue to use the online DACTrak Accessibility Management System to maintain, update and document compliance of the ADA plan, the data can be transferred to an Excel spreadsheet or an alternate format. DAC has found that usable and easy to manage software (instead of Excel spreadsheets) is imperative to maintaining and updating the ADA plan.

Categories can be customized, and findings organized as demonstrated in the screen shots of the DACTrak software included in the supplemental materials Appendix.

PROJECT TEAM STAFFING AND RESUMES

Disability Access Consultants (DAC) has a dedicated team of twenty professionals with backgrounds in administrative leadership roles with public entities, construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The team has worked together on numerous ADA compliance projects with City and Town governments and public entities. DAC works with several large JPA's and insurance pools to assist public entities with ADA compliance.



The DAC team has a proven record to provide on-site services in a collaborative and efficient manner. DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition, teams that have worked together previously will be assigned to the City of Irwindale project.

Barbara Thorpe, M.Ed., LOT

DAC President and Project Manager

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the City's Project Manager or designee. Barbara will serve in the leadership role regarding the ADA self-evaluation of programs, services, activities and events along with the review of policies and procedures. The public input process will be coordinated by Barbara in collaboration with the City. Barbara brings 19 years of experience in public entity administration prior to founding DAC in 1998. With an additional 26 years of experience with DAC working with school districts, city, town and county governments nationally, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation for accessibility compliance.

In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the California Department of Transportation (Caltrans) and the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara served on the

Division of State Architect Advisory Board and served as the vice-chair for the DSA Access Compliance Committee. Barbara has successfully spearheaded and completed over 400 public entity self-evaluation and transition plan projects that are similar the City of Irwindale's project.

Michael Boga, B.A. Education, California Certified Access Specialist (CASp #152), ICC Accessibility, Usability and Plans Examiner

Senior Director of Accessibility Services and Quality Control

As manager of the production and the field survey teams, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is a California Certified CASp inspector (# 152). Michael has completed the updated DSA courses regarding the California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements for facilities, parks and public rights-of-way. If requested, Michael would provide training, assist with plan reviews and review new construction and renovations completed for compliance. Michael has worked on over 400 projects that are similar to the City of Irwindale's ADA Self-evaluation and Transition Plan project.



Candice Pursch, A.S. Building Inspection Technology, California Certified Access Specialist (CASp #1140) ICC Accessibility, Usability and Plans Examiner, Accessibility Trainer

Director of Accessibility Services

Candice's 19 years of experience with DAC includes accessibility surveys of thousands of public facilities while employed by DAC as an accessibility specialist. Her educational background includes a degree in Building Inspection Technology from Butte College and coursework in Architectural Project Management at California State University with emphasis on construction plans and specifications, construction materials and systems, building codes, construction graphics and architectural design. Candice is a California Certified Access Specialist (CASp #1140). Candice has completed the updated DSA courses regarding the California Building Code that include CBC Amendments, Plan Review, Accessible Public Housing Regulations, Transient Lodging, Housing and Social Service Enter Establishments. Candice also

has International Code Council (ICC) Certification for Accessibility, Usability and Plans Examiner. Candice is a Certified Combination Building Inspector. As a volunteer for Habitat for Humanity, Candice volunteers to help build residential homes. Candice provides oversight of accessibility specialists and performs quality control checks.

Jennie Grover, B.A. Corporate Communications

Director of Administrative Services

Jennie has worked in administration for DAC for the past 16 years. Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines. Jennie also organizes the process and procedure for providing opportunities for public input, as well as collecting and compiling the information received into the self-evaluation and transition plan. Jennie also provides training and help desk support for DACTrak users.

Tim Mahoney, B.S.

General Manager

Tim brings twenty-eight years of executive management experience in consulting, IT, manufacturing and the construction industries. Additionally, Tim has provided program development and management for members of professional associations for twenty years. Tim has also assisted in the design and construction of hundreds of ADA, CPSC and ASTM compliant outdoor recreation areas. As General Manager of DAC, Tim conducts quality assurance project management reviews and helps ensure contract fulfillment. Tim also provides ADA and Section 504 compliance consultation services for public entities, and staff training and development activities for public entities, businesses, and associations.

Srikant Talasila, M.S. Computer and Internet Applications

Director, Information Technology

Srikant has worked in DAC's IT Department for the past 16 years and has a total of 25 years in the field of Information Technology, holding a master's degree in Computer Science. Srikant is very proficient in numerous software technologies, including but not limited to all modules of .Net, Java, SQL Server and Oracle. Srikant is also a Microsoft Certified Azure Solutions Architect Expert. Srikant oversees DAC's entire IT department, including infrastructure and applications, as well as managing and overseeing all stages of the development lifecycle for new software. In addition to maintaining existing software, Srikant also ensures that all necessary software updates and version enhancements are completed. Srikant also oversees the maintenance of all hardware and verifies that all reported IT related issues are resolved quickly and efficiently.

SUBCONSULTANTS

DAC does not use subcontractors or subconsultants, as DAC prefers team members that have direct accountability and training by DAC to provide a seamless project delivery and interaction with City staff.

SCOPE OF WORK

Disability Access Consultants (DAC) understands that the City is seeking a qualified firm to inspect, evaluate and prepare reports identifying potential barriers in the City-owned buildings, parks, parking lots and public rights-of-way.

The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations. In addition, it is understood that DAC will assist the City in developing a schedule for barrier removal over time in a cost effective and realistic manner, using programmatic solutions where available.

To successfully complete the project activities in a timely manner, DAC will work closely and collaboratively with the City of Irwindale without imposing unnecessary interruptions or burdens to staff. During the past 26 years, Barbara Thorpe and her team have developed ongoing working

relationships with City, Town and County governments and have worked diligently to have clear lines of communication.

DAC has the extensive knowledge and experience with all Federal and State regulations during the past 26 years in business, that includes, but is not limited to the ADA up to and including the current 2010 Americans with Disabilities Act Standards (ADAS), 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related Federal and State Standards and Regulations.

Value Added Items to Enhance the Project at No Additional Cost or that Provide a Cost Savings

In addition to the above understandings and confirmations, DAC has found through its experience of working with City, Town and County Governments and Joint Power Authorities, such as the California Joint Powers Insurance Authority, of which the City of Irwindale is a member, that certain other items enhance the level of success and implementation of ADA Transition Plans and Self-Evaluations by public entities.

The California JPIA (CJPIA) offers a discounted price to its members that has been negotiated with DAC. The CJPIA is also assisting members, such as the City, with costs for selected services for ADA compliance.

The use of DACTrak by City staff to conduct surveys at facilities, process reports and manage the information to implement and document the plan may assist the City to more efficiently and effectively achieve the City's project objectives and will provide longevity to the plan.

As an additional value at no cost, DAC provides at least one photograph of each noncompliant accessible item or element, a record number for reference, estimated costs and other features to assist with the implementation of the Transition Plan. To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed online software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared, printed and saved in a variety of formats.

Disability Access Consultants (DAC) includes the following additions at no additional cost:

- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant item by one click
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all the information gathered from the site inspections with photographs for each noncompliant finding. All the field information is captured in a web-based software package and provides for "green" data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can also be used on a tablet pc to add new facilities and update compliance assessments and transition plans.

DAC has also found that having usable "software" and not just a database is very important to be able to easily manage and update the transition plan. Our extensive experience with clients needing to have an easy to manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

- Software to update and manage your Transition Plan
- The ability to document progress and barrier removal
- The ability to print custom reports
- The ability to update the plan "automatically" when codes change without re-inspecting sites

- The ability to project costs
- The ability to add or delete facilities

DAC's collection of actual measurements of as-is conditions and GIS information for public rights-of-way is another value-added item. The collection of an as-is condition is an asset to allow the user to make an informed decision based on an actual measurement. For example, if a "yes" or "no" approach is utilized to indicate if an item is compliant, the user may not know what the actual level of noncompliance is and would not be able to set a priority or severity rating. If codes change, the information collected can be reprocess without the need to re-inspect, thus providing longevity of the plan and internal capacity of the City in a cost-effective manner.

SCOPE OF WORK OVERALL PHASES

DAC proposes to execute the project in two phases. Detailed activities and deliverables are provided in the following scope of work description. Many of the tasks in both phases will be completed concurrently.

Phase I: Study and Evaluation - Self-Evaluation/Facility Survey/Barrier Assessment

- DAC will conduct an initial project kick-off meeting, if requested, with selected City of Irwindale staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City of Irwindale facilities and identify key City of Irwindale personnel related to the project scope. Initial self-evaluation activities will be completed during this step.
- The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- DAC will conduct field surveys of the buildings and facilities listed in the property schedule, as well as the maintained public rights-of-way to sidewalks, curb ramps and signalized intersections.
- Surveys will identify all physical barriers (interior and exterior) including the path of travel in and around the facility and from the public right-of-way at each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG).
- DAC currently provides geographical information (latitude and longitude) for each identified exterior barrier in the public right-of-way that can be incorporated into the City's Geographical Information System (GIS). DAC incorporated the map-linked GIS feature based on the needs of many of our Town, City and County clients. DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to assess all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field.
- As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change, and the plan needs to be updated.
- Provisions and standards for historic buildings will be applied as appropriate.
- Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code.

- i) Barriers are identified by building, floor, or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City may utilize.
- j) Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of City programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed in consultation with the City.
- k) The field survey information will be presented to the ADA Compliance Team as requested using the DACTrak web-based accessibility management system. Many different types of reports will be available for the City. Feedback will be incorporated as appropriate.
- l) The survey data will be compiled into a Transition Plan which will identify actual as-is conditions and prioritize current barriers, provide a schedule for barrier removal, as well as establish procedures for addressing future accessibility issues. The Transition Plan data can be exported to Excel or PDF formats. The Transition Plan data will include photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software for accessibility management. Photographs and GIS coordinates are valuable for the development of the transition plan.
- m) DAC will assist the City to solicit input from members of the community and persons with disabilities. Methods will be utilized to solicit public input may include notices, information on the website and surveys.
- n) The Transition Plan data will be provided using DACTrak which has management, monitoring, and web-based tracking tools that allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan requirements.

Phase II: Implementation Phase - Transition Plan Development

- a) DAC will develop, in collaboration with the City, a comprehensive ADA Self-Evaluation and Transition plan for facilities, buildings, PROW and parks.
- b) DAC will develop assist the City in the development of a first draft of the ADA Transition Plan.
- c) DAC will assist the City to conduct public outreach activities that may include website announcements, postings, surveys, announcements, individual meetings and other activities as requested.
- d) DAC will prepare and produce a second draft, if necessary, with a detailed description of the barrier and the proposed method for barrier removal.
- e) DAC will train the City in the use of the DACTrak online accessibility management system to prepare reports as well as update and manage the ADA Plan.
- f) DAC will provide an executive summary of the project.
- g) DAC will provide the City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement. DACTrak is an actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database or Excel format does not provide the City with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the City does not want to use the software, the data can be placed in an Excel spreadsheet.
 - DAC will provide DACTrak to the City to manage all the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
 - Data collected will be the property of the City should the City decide for any reason not to

continue to use the DACTrak accessibility intake and management software system;

- The California JPIA, of which the City is a member, has an agreement with DAC to pay for the use of DACTrak;
- DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs and photographs for each noncompliant accessibility item or element;
- Reference maps for GIS information will be provided in addition to a linked mapping system for each item;
- DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location

COST PROPOSAL

1. Total estimated cost for the survey of the City's facilities and parks" \$41,100

Facilities and Parks

- | | |
|------------------------------------|---------------------------------|
| 1) City Hall | 8) Senior Citizen Center |
| 2) Pool | 9) Senior Center - Annex |
| 3) Aquatics Building | 10) Local Historic Mission |
| 4) Police Department | 11) Irwindale Plaza Parking (3) |
| 5) Recreation and Library Building | 12) Storage Building |
| 6) Post Office Building | 13) Azusa Canyon City Yard |
| 7) City Yard | |

2. Total estimated cost for the inspection of public rights-of-way: \$30,000

DAC will survey the estimated 50 linear sidewalk miles of City streets. This will include the sidewalk, curb ramps and signalized intersections within the 50 sidewalk miles at a cost of \$600/linear mile. Total cost of the inspection 50 linear sidewalk miles of street including sidewalk, curb ramps and signalized intersections is \$30,000.

3. Review of policies, procedures and programs cost: \$5,000

Review of policies, procedures and programs and assistance with public input at a cost of \$5,000.

Cost Summary

- | | |
|---|-----------------|
| 1. Total estimated cost for facility/park inspections: | \$41,100 |
| 2. Total estimated cost for Public Rights-of-Way inspections: | <u>\$30,000</u> |
| Total ADA Survey cost to City of Irwindale: | \$71,100 |

3. Cost of review of policies, procedures and programs and public input assistance: \$5,000

Total policy, procedure review and public assistance to City of Irwindale: \$5,000

- | | |
|--|------------------|
| 4. DACTrak Licensing is paid for by the CJPIA in year one. | \$2,000 |
| a. Less CJPIA DACTrak assistance | <u>(\$2,000)</u> |
| b. Year 2 and beyond DACTrak licensing is \$2,000/year. | |

Total DACTrak Cost to City of Irwindale in Year 1 \$0.00

Estimated total cost to City of Irwindale for project: \$76,100

SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES

Based upon experience, a project milestone chart is provided in months. It is estimated that the project will be completed in nine (9) months, or sooner. The chart below is a summary of major milestones and is not necessarily representative of all the individual project activities.

Scope of Service –Activity or Task	1	2	3	4	5	6	7	8	9
DAC Team meeting with City of Irwindale kick-off meeting; survey methodologies, deliverables and schedule confirmation									
Project planning, scheduling, procedures review									
Field inspection data compiled									
Public input and community outreach									
Draft Self-Evaluation of services, policies, programs and practices									
Final Draft									
Deliverables completed and provided to City									

Consultant Responsibilities

DAC will arrange all project management activities for an efficient process to develop the ADA Transition plan and provide the City with an anticipated project schedule prior to commencement of work.

DAC will perform all work in conformance with current City policies and procedures and carry out the instructions received from the City, in cooperation with other City approved and involved agencies.

Supplemental Materials

Sample DACTrak Screen Shots and Information

These samples are generated from the DACTrak Accessibility Management web-based software program. The following screen shots are recent examples generated from the DACTrak Accessibility Management online software program prepared for several public entity clients.

Client: City of Downey | Projects: Facilities and Parks

Apollo Park	12544 Rives Avenue Downey, CA 90242
Barbara J Riley Community Center	7810 Quill Drive Downey, CA 90240
Brookshire Childrens Park	12520 Brookshire Avenue Downey, CA 90240
Chamber of Commerce	11131 Brookshire Avenue Downey, CA 90240
City Hall	11111 Brookshire Avenue Downey, CA 90240
Crawford Park	7000 Dinwiddie Street Downey, CA 90240
Dennis The Menace Park	9125 Arrington Avenue Downey, CA 90240
Discovery Sports Complex Park	12400 Columbia Way Downey, CA 90242
Downey Civic Theatre	8435 Firestone Boulevard Downey, CA 90240
Furman Park	10419 Rives Avenue Downey, CA 90241
Gary P. McCaughan Gymnasium	12544 Reves Avenue Downey, CA 90242

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. This screen shot is an example of a facility list for a recent public entity transition plan project.

Client: City of Downey | Projects: Facilities and Parks

Apollo Park	544 Rives Avenue Downey, CA 90242
Barbara J Riley Community Center	10 Quill Drive Downey, CA 90240
Brookshire Childrens Park	520 Brookshire Avenue Downey, CA 90240
Chamber of Commerce	131 Brookshire Avenue Downey, CA 90240
City Hall	111 Brookshire Avenue Downey, CA 90240
Crawford Park	00 Dinwiddie Street Downey, CA 90240
Dennis The Menace Park	25 Arrington Avenue Downey, CA 90240
Discovery Sports Complex Park	
Downey Civic Theatre	84
Furman Park	10
Gary P. McCaughan Gymnasium	12
Golden Park	88
Independence Park	12
Parking Structure	2n
Police Department	10
Public Works Maintenance Yard	12
Public Works Utility Yard	92
Rio Hondo Golf Course	10

Reports Menu:

- Excel Report
- PDF Report
- KML Report
- Shape File Report
- Text Report
- Basic Photo Report
- Dual Photo Report
- Summary Report
- Transition Plan Report
- Total Unit Cost Report
- Corrected Items Report
- Map Overlay
- Summary and Chart Report
- Compliance Detail Report
- Multi Facility Reports
 - Excel Report
 - Total Estimated Cost Report
 - PDF Report
 - KML Report
 - Shape File Report
 - Text Report
 - Dual Photo Report
 - Transition Plan Report
 - Map Overlay Report
 - GIS Heatmap**
 - Summary and Chart Report
 - Compliance Detail Report
 - Compliance Summary Report
 - Intake Type Summary Report
 - Sidewalk Change in Elevation Report
 - Compliant Items Report

After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.

The Single Finding and Dual Finding Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.

The screenshot shows an Excel spreadsheet for 'Dennis Public Library - 5 Hall Street Dennis, MA 02538'. The table has columns for Record Number, Picture, Category, Location, Sub Location, Description, Sub Description, and Item. A red arrow points from the 'Picture' column (containing the number 42408) to a photo of a parking lot with a blue wheelchair symbol. The photo is titled 'Parking Lot, Parking Space : Parking Space Width - Currently 88.00 inches'.

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description	Item
28264	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Access Aisle Slope	
28263	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Van Accessible Signage	
28262	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Parking Space	
28261	42413	Parking	Exterior	Parking Lot	Center Accessible Space	Parking Space Slope	
28257	42411	Parking	Exterior	Parking Lot	Left Accessible Space	Access Aisle Slope	
28255	42411	Parking	Exterior	Parking Lot	Left Accessible Space	Accessible Signage	
28254	42411	Parking	Exterior	Parking Lot	Left Accessible Space	Parking Space Slope	
28258	42408	Parking	Exterior	Parking Lot	Right Accessible Space	Parking Space Width	
28259	42408	Parking	Exterior	Parking Lot	Right Accessible Space	Parking Space Slope	
28260	42408	Parking	Exterior	Parking Lot	Right Accessible Space	Accessible Signage	
28263	42296	Path of Travel	Exterior	Walkway from East Entrance to North Entrance	Change in Level	Change in Level	
28248	42299	Path of Travel	Exterior	Walkway from Parking Lot to West Entrance	Step	Stairs or Steps Obstruction	
28285	42302	Path of Travel	Exterior	Walkway from the Accessible Spaces to East Entrance	Exterior Walkway	Walking Surface Cross Slope	
28286	42302	Path of Travel	Exterior	Walkway from the Accessible Spaces to East Entrance	Exterior Walkway	Opening	

The screenshot shows an Excel spreadsheet for 'La Quinta Library - 78-275 Calle Tampicota Quinta, CA 92253'. The table has columns for Record Number, Picture, Category, Location, Sub Location, Description, Sub Description, and Item. A red circle highlights the 'Picture' column (containing the number 11754). A photo of a door hardware is shown, titled 'Door, Hardware : Door Opening Pressure - Currently 10.00 pounds'.

Record Number	Picture	Category	Location	Sub Location	Description	Sub Description	Item
43632	11757	Doors	Interior	Bookstore	Lever		
43594	11750	Doors	Exterior	Chamber Of Commerce Entrance	Push Bar / D Handle		
43596	11754	Doors	Exterior	Chamber Of Commerce	Push Bar / Lever		
43634	11756	Doors	Interior	Door To Garden	Push Bar / D Handle		
43635	11756	Doors	Interior	Door To Garden	Push Bar / D Handle		
43552	11542	Doors	Interior	Hallway Conference Room Door	Push Bar / Lever		
43551	11542	Doors	Interior	Hallway Conference Room Door	Push Bar / Lever		
43549	11549	Doors	Interior	Mens Restroom Near North Entrance	Push / Pull		
43479	11187	Doors	Exterior	North Entrance	Push Bar / D Handle		
43567	11543	Doors	Interior	Room 110	Lever		
43568	11543	Doors	Interior	Room 110	Lever		
43546	11546	Doors	Interior	Storytime Room	Push Bar / D Handle		
43547	11546	Doors	Interior	Storytime Room	Push Bar / D Handle		
43553	11548	Doors	Interior	Womens Restroom Near North Entrance	Push / Pull		
43588	11745	Doors	Interior	Young Adult Room	Lever		
43518	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Lavatory		
43519	11480	Restrooms	Interior	Mens Restroom Near North Entrance	Lavatory		
43462	11168	Restrooms	Exterior	Outside Mens Restroom	Lavatory		

This screenshot is an example of a finding page in a Single Finding Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

City Hall

Parking : Parking Space Length

Parking Lot Next To Police Department

Center Accessible Space

Finding

The accessible parking space does not meet the minimum requirement for length.

On-Site Finding 196.00 inches

Recommendation

Re-stripe the accessible parking space.

Recommendation At least 216.00 inches

Estimated Cost

Re-stripe existing parking space \$350



Code Reference CA 11B- 502.2

Progress

Record Number	410258	Resolution	Not_Set
Progress	Not_Started	Priority	Four
Actual Date		Projected Date	06/30/2022
Actual Cost	\$0.00	Contractor	
Comments	No Comments		
Assignment	Not.Set	New Value	0
Designated Staff			

Reports Sort and Filter Panel

Users are able to customize the report that is generated by making selections in the drop down menus and choice fields.



Reports Tools

Basic Photo Report

Please select the filter criteria and click "Generate Report" to view the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	☒ Priority ☐ Category ☐ Location ☐ Description	Progress:	All Not Started In Progress Completed
		Resolution:	All Corrected Not Corrected Not Applicable
Projected Date From:		Actual Date From:	
To:		To:	
Generate Report			

Single Facility PDF Report Options

DACTrak offers users many different styles of reports to view in a PDF file which can be exported from DACTrak and saved offline for viewing, printing or emailing.

PDF Report

Please select the filter criteria and click "Generate PDF" to download the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	☒ Priority ☐ Category ☐ Location ☐ Description	Progress:	All Not Started In Progress Completed
		Resolution:	All Corrected Not Corrected Not Applicable
Projected Date From:		Actual Date From:	
To:		To:	
Generate PDF			

☒ Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- ☒ Text Report
- ☐ Basic Photo Report
- ☐ Dual Photo Report
- ☐ Summary Report
- ☐ Transition Plan Report
- ☐ Total Unit Cost Report
- ☐ Corrected Items Report

Multi Facility PDF Report Options

In addition to viewing reports for individual facilities, DACTrak offers users the ability to view findings for multiple facilities combined in as single PDF. Users choose which facilities to include from the selection list and are further able to customize the generated report by selecting filtering options.

Multi Facility PDF Report

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	Apollo Park Barbara J Riley Community Center Brookshire Childrens Park Chamber of Commerce City Hall Crawford Park	Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles Areas of Rescue Assistance Assembly Areas
Priority:	All 1 2 3	Assignment:	All Category 1 Category 2 Category 3
Progress:	All Not Started In Progress Completed	Resolution:	All Corrected Not Corrected Not Applicable
Projected Date From:		Actual Date From:	
Key Word:		Cost Responsibility:	All Landlord/Owner Tenant Both
File Type:	☒ Single ☐ Individual(Zip File)		
Generate PDF			

☒ Include Costing Information in this Report

Please select a type of report from the list below and click on Generate PDF :

- ☒ Text Report
- ☐ Dual Photo Report
- ☐ Transition Plan Report
- ☐ Basic Photo Report(Available for Individual File Type only. Generation of the Zip File may take a few minutes depending on the number and size of the facilities selected.)

Single Facility Excel Report Options

DACTrak also contains options to export reports to an Excel format, which can be customized using the drop down menus and selection fields. The exported Excel report is a fully functioning workbook which can be further manipulated to suit the needs of the user.

Excel Report

Please select the filter criteria and click "Generate Excel" to download the Report.

Clients:	City of Downey	Projects:	Facilities and Parks
Facilities:	City Hall	Locations:	All Locations
Categories:	All Categories Accessible Showers Adaptable Dwelling Units Aisles	Priority:	All 1 2 3
Key Word:		Assignment:	All Category 1 Category 2 Category 3
Sort By:	☒ Priority ☐ Category ☐ Location ☐ Description	Resolution:	All Corrected Not Corrected Not Applicable
Progress:	All Not Started In Progress Completed	Cost Responsibility:	All Landlord/Owner Tenant Both
Projected Date From:		Actual Date From:	
Generate Excel			

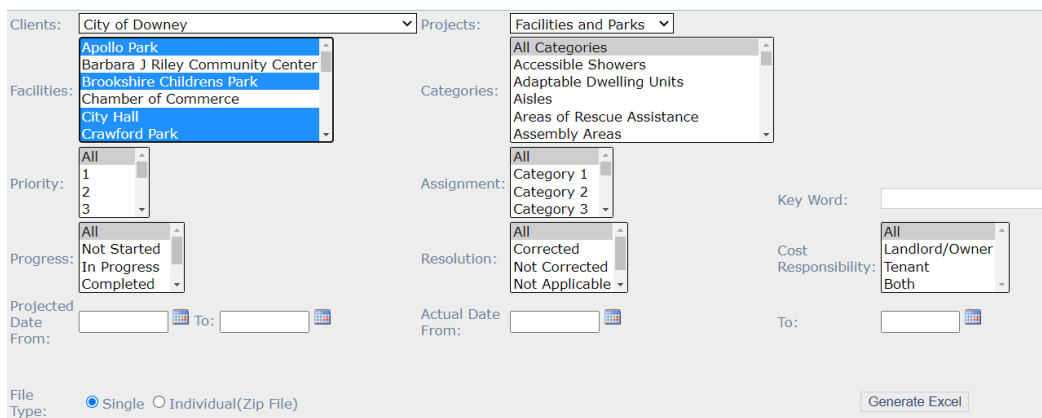
- ☐ Include Photos in this Report
- ☒ Include Costing Information in this Report

Multi Facility Excel Report Options

Excel reports may also be generated to contain findings for more than one facility by using the Multi Facility Report option in DACTrak. This report is able to be customized using the available filter fields. If the user requires a small file size for storage or emailing, the option is available to exclude photos in the generated report.

Multi Facility Excel Report

Please select the filter criteria and click "Generate Report" to view the Report. Press and hold the "Ctrl" button to select multiple facilities.



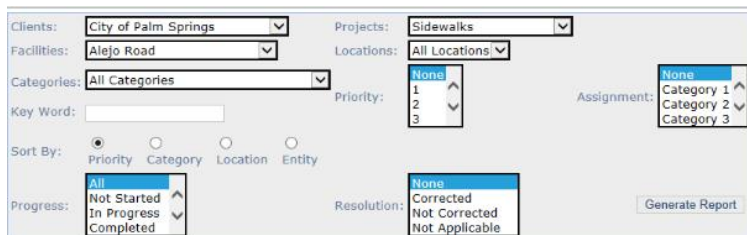
The form contains the following fields and options:

- Clients:** City of Downey
- Projects:** Facilities and Parks
- Facilities:** Apollo Park, Barbara J Riley Community Center, Brookshire Childrens Park, Chamber of Commerce, City Hall, Crawford Park
- Categories:** All Categories, Accessible Showers, Adaptable Dwelling Units, Aisles, Areas of Rescue Assistance, Assembly Areas
- Priority:** All, 1, 2, 3
- Assignment:** All, Category 1, Category 2, Category 3
- Progress:** Not Started, In Progress, Completed
- Resolution:** All, Corrected, Not Corrected, Not Applicable
- Key Word:** (text input)
- Cost Responsibility:** All, Landlord/Owner, Tenant, Both
- Projected Date From:** (calendar icon)
- To:** (calendar icon)
- Actual Date From:** (calendar icon)
- To:** (calendar icon)
- File Type:** ☒ Single ☐ Individual(Zip File)
- Generate Excel** button

☒ Include Photos in this Report

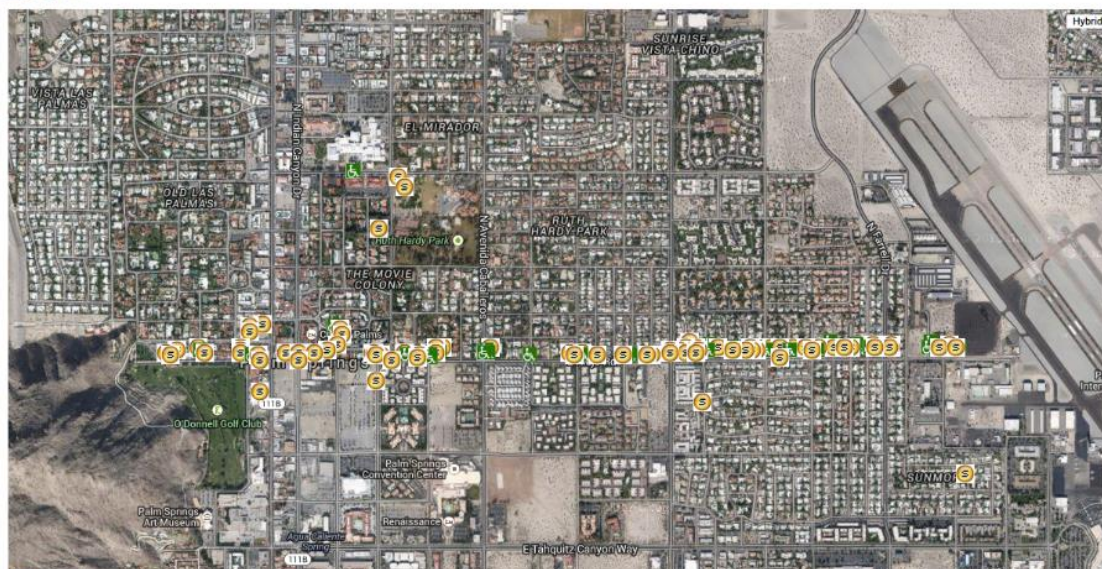
Map Overlay Report

Aerial map reports of non-compliant findings can be viewed using the Map Overlay option in DACTrak. This report plots the locations of the findings on a user friendly interactive map. Unique icons are used to symbolize the different types of findings.



The form contains the following fields and options:

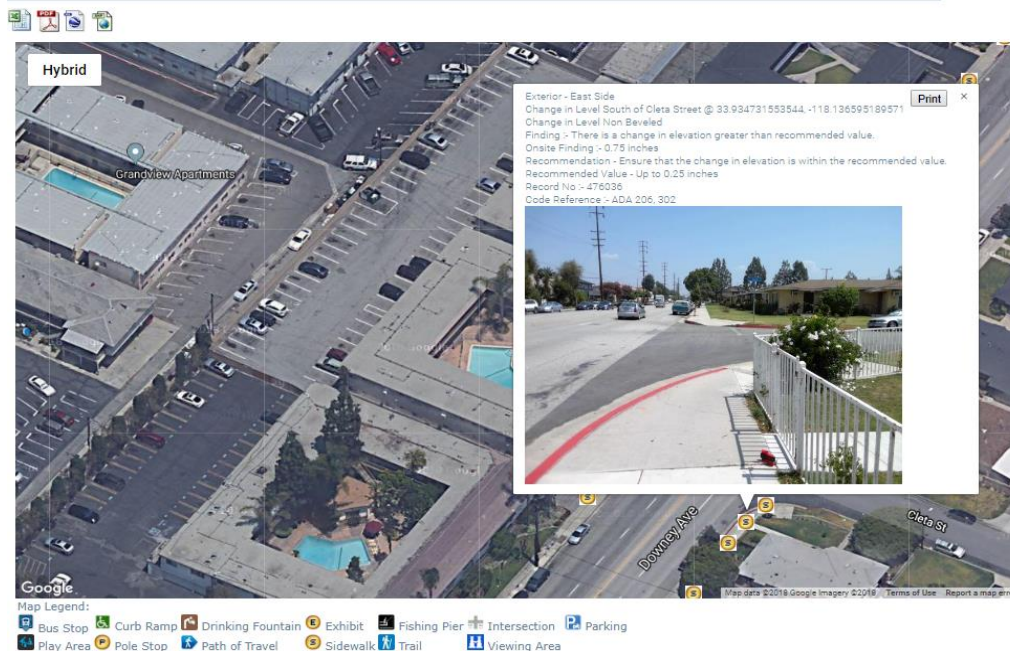
- Clients:** City of Palm Springs
- Projects:** Sidewalks
- Facilities:** Alejo Road
- Locations:** All Locations
- Categories:** All Categories
- Key Word:** (text input)
- Priority:** None, 1, 2, 3
- Assignment:** None, Category 1, Category 2, Category 3
- Sort By:** ☒ Priority ☐ Category ☐ Location ☐ Entity
- Progress:** All, Not Started, In Progress, Completed
- Resolution:** None, Corrected, Not Corrected, Not Applicable
- Generate Report** button



Drilled Down View of Map Overlay Report

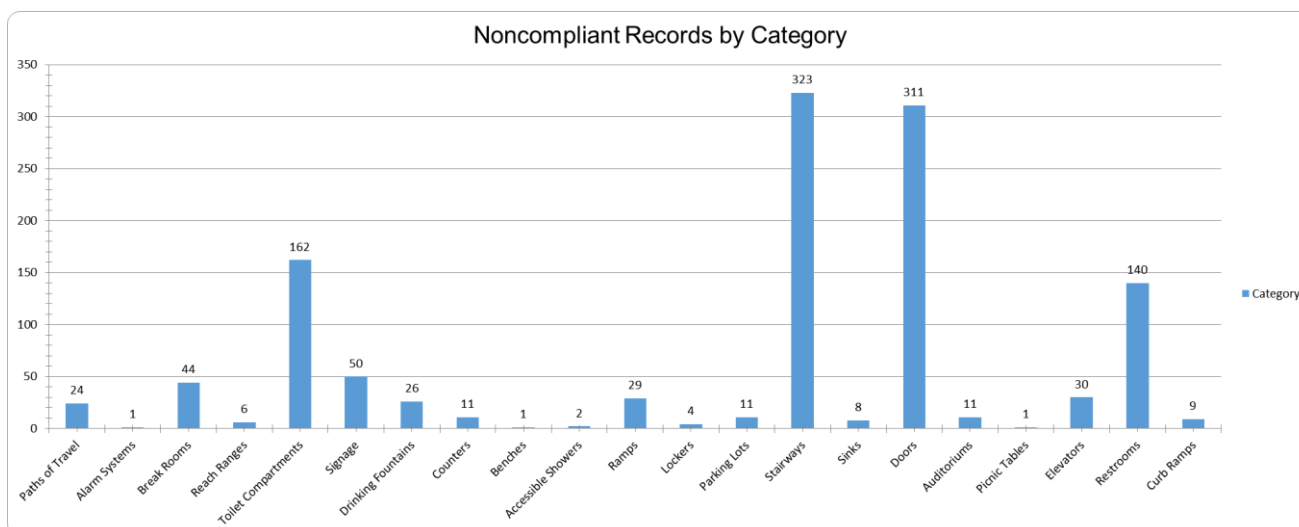
Each icon in the map overlay report is a clickable link that will expand to a pop up window identifying the finding. The individual finding information may also be printed from this feature.

Clients: City of Downey
 Facilities: Downey Avenue - Stewart & Gray Road to Texas Street
 Categories: All Categories, Rooms, Accessible Showers, Adaptable Dwelling Units
 Key Word:
 Sort By: Priority, Category, Location, Description
 Progress: Not Started, In Progress, Completed
 Projected Date From: To:
 Projects: Public Rights of Way
 Locations: All Locations
 Priority: 1, 2, 3
 Assignment: None, Category 1, Category 2, Category 3
 Resolution: None, Corrected, Not Corrected, Not Applicable
 Cost Responsibility: All, Landlord, Tenant, Both
 Actual Date From: To:
 Generate Report



Summary and Chart Reports

DACTrak also includes options for summary and chart reports to be created for individual or multiple facilities. The example below is a column chart that summarizes the number of noncompliant records by category for a facility.



Global Progress Editor

Many records are able to be managed and updated with identical information from one screen using the Global Progress Editor. Users choose the records to update and the information that they would like to apply to all chosen records. Once information is entered, the user needs only to click the "Submit" button once to update all chosen records.

Global Progress Editor

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

Clients: Projects:
 Facilities: Locations:
 Categories: Priority: Assignment:
 Accessible Showers
 Adaptable Dwelling Units
 Aisles
 Key Word:
 Sort By: ☒ Priority ☐ Category ☐ Location ☐ Description
 Progress: Resolution: Cost Responsibility:
 Not Started
 In Progress
 Completed
 Corrected
 Not Corrected
 Not Applicable
 Landlord/Owner
 Tenant
 Both
 Projected Date From: To:
 Actual Date From: To:

Click the excel icon to export the document:

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Progress	Resolution	Priority	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	Code Reference	Inspector Notes	Comments
☐ 323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2		No Comments
☐ 323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2		No Comments
☐ 323638	3rd Floor	Womens Restroom Next To Information Technology - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	In Progress	Not Set	1	6/30/2018					ADA 307, 307.2, CA 11B-307.2		No Comments
☐ 410243	1st Floor	North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	In Progress	Not Set	2	12/31/2018					ADA 404.2, CA 11B-404.2		No Comments
☐ 410238	1st Floor	West Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	12.00 pounds	+7.00 pounds	In Progress	Not Set	2	12/31/2018					ADA 404.2, CA 11B-404.2		No Comments

Priority Manager

Priority Manager allows users to manage many records on one page, but individually update each record with unique information. Once all selections are made, the user clicks "Submit" to apply all updates.

Priority Manager

Please select the filter criteria and click "Generate Report" to view the deficiencies you are able to edit.

Clients: Projects:
 Facilities: Locations:
 Categories: Priority: Assignment:
 Accessible Showers
 Adaptable Dwelling Units
 Aisles
 Key Word:
 Sort By: ☒ Priority ☐ Category ☐ Location ☐ Description
 Progress: Resolution: Cost Responsibility:
 Not Started
 In Progress
 Completed
 Corrected
 Not Corrected
 Not Applicable
 Landlord/Owner
 Tenant
 Both
 Projected Date From: To:
 Actual Date From: To:

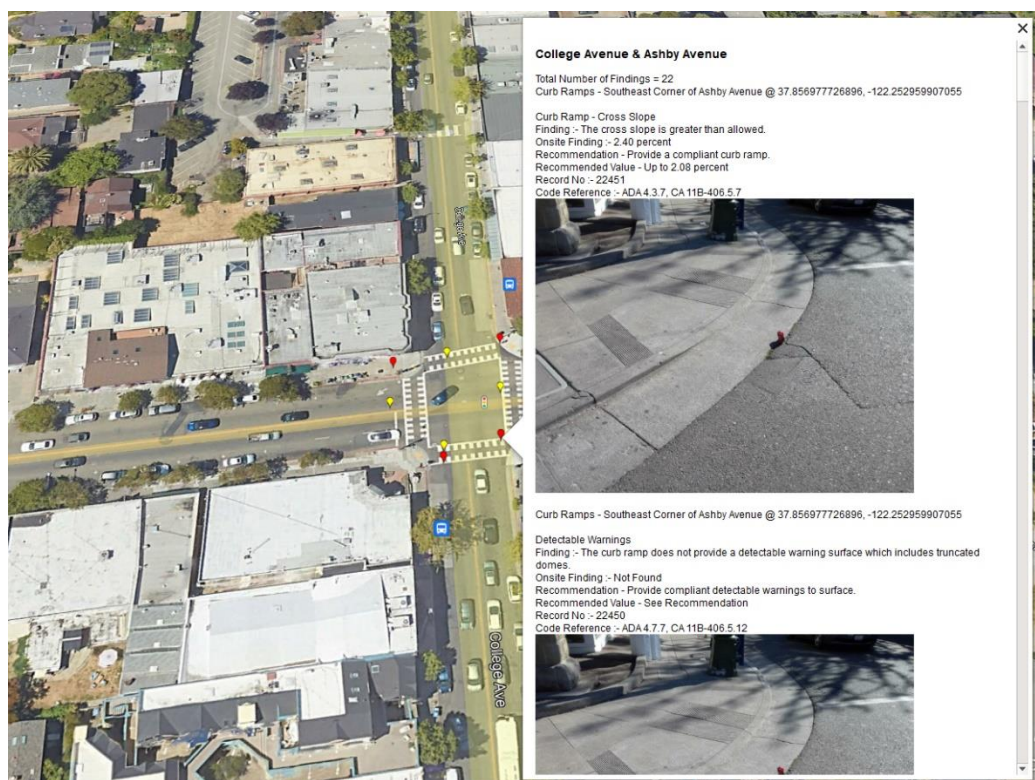
Click the icon to export to excel:

Select deficiencies from the list below, enter new values, scroll to the bottom and hit Save. To erase a value, leave the field blank.

Record Number	Location	Element Description	Finding	On Site Finding	Deviation	Priority	Assignment	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor	Designated Staff	New Measurement	Code Reference	Inspector Notes
☐ 323637	3rd Floor	Mens Restroom Next To Council Office - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
☐ 323683	2nd Floor	Mens Restroom Next To Credit Union - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.25 inches	+4.25 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
☐ 323638	3rd Floor	Womens Restroom Next To Information Technology - Shelf	The leading edge of the item protrudes into the circulation route greater than permitted.	8.00 inches	+4.00 inches	1	Not Set	In Progress	Not Set	6/30/2018		None			0	ADA 307, 307.2, CA 11B-307.2	
☐ 410243	1st Floor	North Stairwell Entrance - Lever	The door opening force for pounds this door is greater than allowed.	11.00 pounds	+6.00 pounds	2	Not Set	In Progress	Not Set	12/31/2018		None			0	ADA 404.2, CA 11B-404.2	

Heat Map

DACTrak also provides an option for viewing locations where there is a high or low concentration of noncompliant findings in a heatmap. The following example shows locations of noncompliant exterior findings at a park, using colored icons. Information about the noncompliant findings can be viewed by clicking on each colored icon to launch an interior window with the descriptions of the findings. The following two examples are heat maps for a park viewed in DACTrak and a signalized intersection exported to Google Earth.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Professional Services ("Agreement") is made this day of March 14, 2017 ("Effective Date") by and between the California Joint Powers Insurance Authority ("Authority") and Disability Access Consultants ("Consultant") (together sometimes referred to the "Parties").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Authority the services described in the Scope of Work attached as Exhibit A, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2018. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the Authority's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the project representative.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to Agreement. In the event that Authority, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Authority of such desire of Authority, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.
- 1.5 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Authority's project representative.
- 1.6 **Eligible Recipients of Services.** Authority members will receive a funding allowance toward ADA assistance level services as outlined under the scope of this agreement. Additional services outside of the ADA assistance level services shall be at the agreed upon hourly rate of \$98 per consultant. All members of the Authority are eligible, including but not limited to:

City of Agoura Hills, Agoura Hills/Calabasas Community Center, City of Aliso Viejo, Town of Apple Valley, Area B Disaster Management, Area E Disaster Management, City of Arroyo Grande, City of Artesia, City of Atascadero, City of Azusa, City of Bell Gardens, City of Bellflower, Big Bear City Community Services District, Big Bear Fire Authority, City of Big Bear Lake, City of Bishop, Black Gold Cooperative Library System, City of Bradbury, City of Brawley, City of Buellton, City of Calabasas, City of Camarillo, City of Carpinteria, City of Cerritos, City of Chino Hills, City of Claremont, Coachella Valley Association of Governments, Coachella Valley Conservation Commission, Coastal Animal Services Authority, City of Commerce, City of Dana Point, Desert Recreation District, City of Diamond Bar, City of Duarte, Eastern Sierra Transportation Authority, City of El Centro, City of Fillmore, City of Fountain Valley, Gateway Cities Council of Governments, City of Goleta, City of Grand Terrace, City of Grover Beach, City of Guadalupe, City of Hawaiian Gardens, City of Hidden Hills, City of Imperial, City of Indian Wells, City of Indio, City of Irwindale, City of La Canada Flintridge, City of La Habra Heights, LA IMPACT, City of La Mirada, City of La Palma, City of La Puente, City of La Quinta, City of La Verne, City of Laguna Niguel, City of Laguna Woods, City of Lake Elsinore, City of Lake Forest, City of Lakewood, LA-RICS, City of Lawndale, City of Loma Linda, City of Lomita, City of Malibu, Town of Mammoth Lakes, Midpeninsula Regional Open Space District, City of Mission Viejo, City of Monrovia, Monterey Peninsula Regional Park District, City of Moorpark, City of Morro Bay, Mountain Area Regional Transportation Authority, City of Needles, City of Norwalk, City of Ojai, Orange County Council of Governments, City of Palm Desert, City of Palos Verdes Estates, Palos Verdes Peninsula Transit Authority, City of Paramount, City of Paso Robles, City of Pico Rivera, City of Pismo Beach, Pomona Valley Transportation Authority, City of Port Hueneme, City of Poway, City of Rancho Palos Verdes, City of Rolling Hills, City of Rolling Hills Estates, City of Rosemead, City of San Clemente, City of San Dimas, City of San Gabriel, City of San Juan Capistrano, City of San Luis Obispo, City of San Marcos, City of San Marino, City of Santa Fe Springs, City of Santa Paula, City of Seal Beach, City of Seaside, Seaside County Sanitation, City of Sierra Madre, City of Signal Hill, City of Solvang, City of South El Monte, Southeast Area Animal Control Authority, Southern California Association of Governments, City of Temple City, Ventura Port District, City of Villa Park, City of Walnut, West Cities Police Communication Center, City of Westlake Village.

Section 2. **COMPENSATION.** Authority hereby agrees to pay Consultant in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. Authority shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Authority to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Authority in the manner specified herein. Except as specifically authorized in advance by Authority, Consultant shall not bill Authority for duplicate services performed by more than one person.

- 2.1 **Invoices.** Consultant shall submit invoices during the term of this Agreement, based on the work completed, and within 30 days. All work billed shall be on a per member basis, with an itemized detail of services performed.
- 2.2 **Payment.** Authority shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Authority shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 **Total Payment.** Authority shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. Authority shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that the Authority or Consultant terminates this Agreement pursuant to Section 8, the Authority shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Section 3. EQUIPMENT. Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Without limiting Consultant's indemnification of Authority, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Authority.

- 4.1 **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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- 4.2 **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 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.

- 4.3 **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.
- 4.4 **Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- 4.5 **Proof of Insurance.** Consultant shall provide certificates of insurance to Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by Authority's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.6 **Duration of Coverage.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or sub-consultants.
- 4.7 **Primary/Noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4.8 **Authority'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, Authority has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Authority will be promptly reimbursed by Consultant or Authority will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Authority may cancel this Agreement.
- 4.9 **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 Authority's risk manager.

- 4.10 Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against Authority, 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 Authority, and shall require similar written express waivers and insurance clauses from each of its sub-consultants.
- 4.11 Enforcement of Contract Provisions (Non Estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.
- 4.12 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 Authority 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 Authority.
- 4.13 Notice of Cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to Authority 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.
- 4.14 Additional Insured Status.** General liability policies shall provide or be endorsed to provide that Authority and its officers, officials, employees, agents, volunteers, and members shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 4.15 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 Authority and approved of in writing.
- 4.16 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/policies shall not contain any cross-liability exclusions.

- 4.17 Pass Through Clause.** Consultant agrees to ensure that its sub-consultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project 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 project will be submitted to Authority for review.
- 4.18 Authority's Right to Revise Specifications.** The Authority reserves the right at any time during the term of the contract 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 Authority and Consultant may renegotiate Consultant's compensation.
- 4.19 Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by Authority. Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by Authority.
- 4.20 Timely Notice of Claims.** Consultant shall give Authority 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.
- 4.21 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.

Section 5. INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to Authority and hold harmless the Authority and its officials, officers, employees, agents, members, and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened, (including but not limited to attorneys' 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 (or the failure to perform) by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant. Such indemnification, defense and hold harmless extend to Consultant's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of the Authority or its officers, employees, agents, members, or authorized volunteers and (2) the actions of Consultant or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Authority of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of Authority. Authority shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Authority shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Authority, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by Authority, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Authority and entitlement to any contribution to be paid by Authority for employer contributions and/or employee contributions for PERS benefits. It is understood by the parties that Contractor is independent and does not constitute a common law (employer-employee) relationship and said agreement is exempt for the post-retirement employment requirements.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 7.3 Licenses and Permits.** Consultant represents and warrants to Authority that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Consultant represents and warrants to Authority that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in

effect at all times during the term or this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from Authority.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Authority and Consultant hereby agree that this Agreement may be cancelled upon 30 days' written notice.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; Authority, however, may condition payment of such compensation upon Consultant delivering to Authority any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the Authority in connection with this Agreement.

- 8.2 Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. Authority and Consultant understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Authority and Consultant shall survive the termination of this Agreement.

- 8.5 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Authority's remedies shall include, but not be limited to, any or all of the following:

- 8.5.1** Immediately terminate the Agreement;
- 8.5.2** Retain the documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.5.3** Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.5.4** Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the

amount that Authority would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder, shall be the property of the Authority. Consultant hereby agrees to deliver those documents to the Authority upon termination of the Agreement.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Authority under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Authority. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Authority or as part of any audit of the Authority, for a period of three (3) years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

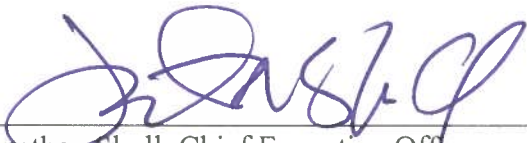
- 10.1 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Orange County.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Consultant Representative.** All matters under this Agreement shall be handled for Consultant by Barbara Thorpe.
- 10.7 Authority Contract Administration.** This Agreement shall be administered by Norman Lefmann ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his designee.
- 10.8 Notices.** Any written notice to Consultant shall be sent to:
- Barbara Thorpe, President/CEO
Disability Access Consultants
2243 Feather River Boulevard
Oroville, CA 95965
- Any written notice to Authority shall be sent to the project representative, Abraham Han.
- 10.9 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between Authority and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.10 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

AUTHORITY

CONSULTANT


Jonathan Shull, Chief Executive Officer


Barbara Thorpe, President/CEO

EXHIBIT A

SCOPE OF SERVICES

Consultant will provide the necessary professional services:

1. Assistance Level 1: Member Assessment and Overall Diagnostic Profile

Consultant will perform an assessment to determine the current level of ADA compliance, in accordance with Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act and Title 24 of the California Building Code, and plan a course of action to enhance compliance. Consultant will review the initiatives of the Member to assess whether the Member has met any or all of the mandatory compliance requirements of the ADA, Section 504 of the Rehabilitation Act and Title 24 and related accessibility standards and requirements. If, after review, it is determined that the member needs to complete or revise any of the required compliance components, Consultant will provide a recommended compliance plan that may include other assistance-level options.

All members participating in the Authority's ADA Assistance Program shall receive Assistance Level 1 by default.

Following is a list of items determined during an assessment:

- An ADA coordinator has been designated, noticed, and posted.
- Each site has a current transition/barrier removal plan that meets the requirements under Title II of the ADA.
- A self-evaluation of programs, services, activities, policies, procedures, and practices has been completed.
- The member has updated its current transition/barrier removal plan, if applicable.
- Current ADA transition/barrier removal plans include all sites, such as new sites added since the completion of the previous plan.
- Space leased "to" others by the member is identified.
- Any current ADA-related concerns or issues are identified, including any pending or actual litigation.
- The member may need questions answered regarding the ADA, Title 24 of the California Building Code (CBC) or related accessibility standards.
- Staff development activities have been provided or are requested.
- Methods and priorities are recommended to members for achieving ADA compliance.

2. Assistance Level 2: Inspection of Sites, Development of Transition/Barrier Removal Plans

Consultant will inspect sites that may be new or not inspected previously, or have had extensive modernization or major remodeling. Work will include inspection of member facilities and public rights-of-way, and identification of barriers to accessibility, solutions to remove these barriers, and incorporation of the information into Consultant's accessibility management software.

As part of Assistance Level 2, Consultant will provide training regarding the use of the management portion of DACTrak. Assistance Level 2 does not include comprehensive training in the use of DACTrak for the member to collect their own data.

3. Assistance Level 3: Self-Evaluation of Policies, Procedures, Practices

Consultant will conduct a review of policies, procedures, and practices to determine if any are discriminatory or potentially discriminatory. Programs, services, and activities would be reviewed to determine accessibility by persons with disabilities.

EXHIBIT B
RATES AND SCHEDULE OF PAYMENTS

Billing and Reimbursement:

1. Assistance Level 1: Member Assessment and Overall Diagnostic Profile

The rate for this assistance level is a total one-time charge per member of \$2,800, which includes all expenses.

2. Assistance Level 2: Inspection of Sites, Development of Transition/Barrier Removal Plans

The hourly rate is \$98 per consultant, plus actual expenses. Any amounts for services provided beyond the \$16,500 per-member funding allowance will be billed to Authority for payment.

DACTrak Software License

Members that have DAC perform inspections of all facilities *and* public rights of way (Assistance Level 2) shall receive a one-year DACTrak software license at no cost to either the member or the Authority.

In all other instances, the Authority shall pay the first year of the DACTrak software license fee for the member.

Any DACTrak software license fees beyond the first year shall be paid by the member and not by the Authority.

The DACTrak annual software license fee is \$2,000.

3. Assistance Level 3: Self-Evaluation of Policies, Procedures, Practices

The hourly rate is \$98 per consultant, plus actual expenses. For amounts for services provided beyond the \$5,000 per-member funding allowance will be billed to Authority for payment.

4. Expenses

Reasonable, actual expenses will be charged as authorized by Authority and may include mileage at the IRS rate, hotel, meals, rental car, airfare (no first-class flights) and travel time.

**ADDENDUM TO AGREEMENT
BETWEEN THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AND
DISABILITY ACCESS CONSULTANTS**

This Addendum ("ADDENDUM") is made and entered into this 1st day of July, 2024, by and between the California Joint Powers Insurance Authority ("The AUTHORITY") and Disability Access Consultants ("CONSULTANT") (together sometimes referred to as "Parties").

WITNESSETH:

WHEREAS, the AUTHORITY and CONSULTANT entered into an Agreement (hereinafter referred to as "AGREEMENT") for Americans with Disabilities Act ("ADA") compliance consulting services related to the AUTHORITY's ADA Assistance Program, which was approved by the AUTHORITY's Chief Executive Officer on March 14, 2017; and

WHEREAS, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the execution of this ADDENDUM, both the AUTHORITY and CONSULTANT desire to revise the AGREEMENT in the manner described herein; and

WHEREAS, the AGREEMENT shall be amended as follows:

1. Section 1.1 ("Term of Services") of AGREEMENT shall reflect the term being extended until June 30, 2026. If all Parties agree that further extending the AGREEMENT beyond June 30, 2026, is in the best interest of all Parties, then another addendum shall be executed at the appropriate time.
2. Section 1.6 ("Eligible Recipients of Services") of the AGREEMENT shall read as follows:

California JPIA members will receive a funding allowance toward ADA assistance level services as outlined under the scope of this agreement. Additional services outside of the ADA assistance level services shall also be available at the agreed upon hourly rate of \$120 per consultant. All members of the California JPIA are eligible, including but not limited to:

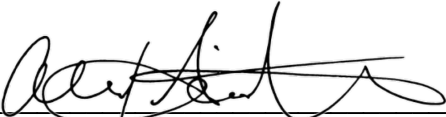
City of Agoura Hills, Agoura Hills and Calabasas Community Center, City of Alhambra, City of Aliso Viejo, Town of Apple Valley, Area E Disaster Management, City of Arroyo Grande, City of Artesia, City of Atascadero, City of Azusa, City of Bell Gardens, City of Bellflower, Big Bear City Community Services District, Big Bear Fire Authority, City of Big Bear Lake, City of Bishop, Black Gold Cooperative Library System, City of Bradbury, City of Brawley, City of Buellton, City of Calabasas, City of Camarillo, City of Carpinteria, City of Cerritos, City of Chino Hills, City of Claremont, Coachella Valley Association of Governments, Coachella Valley Conservation Commission, Coastal Animal Services Authority, City of Commerce, City of Dana Point, Desert Recreation District, City of Diamond Bar, City of Duarte, Eastern Sierra Transit Authority, City of El Centro, City of Fillmore, Foothill Transit, Gateway Cities Council of Governments, City of Goleta, City of Grand Terrace, City of Grover Beach, City of Guadalupe, City of Hawaiian Gardens, City of Hermosa Beach, City of Hidden Hills, City of Imperial, City of Indian Wells, City of Indio, City of Irwindale, City of La

Canada Flintridge, City of La Habra Heights, LA IMPACT, City of La Mirada, City of La Palma, City of La Puente, City of La Quinta, City of La Verne, City of Laguna Hills, City of Laguna Niguel, City of Laguna Woods, City of Lake Elsinore, City of Lake Forest, City of Lakewood, LA-RICS, City of Lawndale, City of Lemon Grove, City of Loma Linda, City of Lomita, City of Malibu, City of Mammoth Lakes, Midpeninsula Regional Open Space District, City of Mission Viejo, City of Monrovia, Monterey Peninsula Regional Park District, City of Moorpark, City of Morro Bay, Mountain Area Regional Transit Authority, City of Needles, City of Norwalk, City of Ojai, Orange County Council of Governments, City of Pacific Grove, City of Palm Desert, City of Palos Verdes Estates, Palos Verdes Peninsula Transit Authority, City of Paramount, City of Paso Robles, City of Pismo Beach, Pomona Valley Transportation Authority, City of Port Hueneme, City of Poway, City of Rancho Palos Verdes, City of Rolling Hills, City of Rolling Hills Estates, City of Rosemead, Rossmoor Community Services District, City of San Clemente, City of San Dimas, City of San Gabriel, City of San Juan Capistrano, City of San Luis Obispo, City of San Marcos, City of San Marino, City of Santa Clarita, City of Santa Fe Springs, City of Santa Paula, City of Seal Beach, City of Seaside, Seaside County Sanitation District, City of Signal Hill, City of Solvang, City of South El Monte, Southeast Area Animal Control Authority, Southern California Association of Governments, City of Stanton, City of Temple City, Ventura Port District, City of Villa Park, City of Vista, City of Walnut, West Cities Police Communication Center, City of West Covina, City of West Hollywood, City of Westlake Village.

IN WITNESS WHEREOF, the Parties hereto have caused this ADDENDUM to be executed this 1st day of July 2024.

“The Authority”

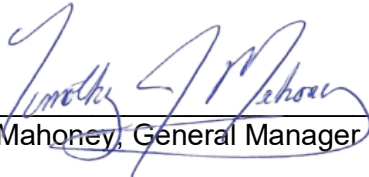
California Joint Powers Insurance Authority



Alex Smith, Chief Executive Officer

“Consultant”

Disability Access Consultants, LLC



Tim Mahoney, General Manager

Item #19.H.

City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Neighborhood Coyote Program

City Manager's Recommendation:

Adopt Resolution No. 2025-38-3626, entitled, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM."**

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:

Aundrea Butler, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

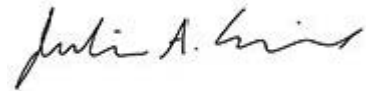


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale, along with many of its neighboring cities, has been experiencing an increased number of coyotes in our civic center and residential neighborhoods. In Irwindale, this is in large part due to the increase in development of vacant land and mining pits that were once home to these coyotes.

In response, on September 11, 2019, the City of Irwindale entered into a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) to run a program called the San Gabriel Valley Coyote Management Implementation Plan. On July 14, 2021, the City Council approved and authorized the City Manager to execute Amendment No. 1 of the Memorandum to revise the name of the Coyote Management Implementation Plan to the Neighborhood Coyote Program (Program), determine the number of cities continuing to participate in this program, and extend the term to November 30, 2023. On October 11, 2023, the City Council adopted Resolution No. 2023-74-3452, entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE RATIFYING THE APPROVAL OF AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM."**

Over the years, this program has provided many services to the community. Specifically, public outreach and education, promoting effective human-coyote conflict mitigation strategies, and supporting a robust wildlife reporting and response mechanism on behalf of participating agencies.

This has been completed through presentations at city council meetings; coyote management workshops and conflict training; youth outreach and education programs; mailers and social media outreach; a website and coyote incident reporting system; and a coyote reporting hotline. Since Irwindale has partnered with the San Gabriel Valley Neighborhood Coyote Program, the SGVCOG has recorded 12 reports, with a total of 20 coyote sightings from August 2023 through March 2025. SGVCOG has created 15 social media posts and developed 6 new materials to be distributed to our community. They have attended 5 of our community events, including Music in the Park and MariachiFest.

With Amendment No. 2 to the MOA set to expire on June 30, 2025, staff is recommending continued participation in the Neighborhood Coyote Program and partnership with the SGVCOG and other cities, including Alhambra, Arcadia, Azusa, Covina, Glendora, Montebello, Rosemead, and San Marino by entering into a new Memorandum of Agreement with the SGVCOG with a term set for July 1, 2025, through June 30, 2028.

Fiscal Impact:

The funding for this contract will be included in the Public Service Maintenance (Acct. # 01-57-570-42353-0000) FY 2025-2026 Proposed Budget, scheduled to be adopted on June 25, 2025.

Attachments:

1. 5-14-25 Neighborhood Coyote Program- RESOLUTION (2004500.1)
2. 5-14-2025 Neighborhood Coyote Program - MEMORANDUM OF AGREEMENT

RESOLUTION NO. 2025-38-3626

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF AGREEMENT FOR THE SAN GABRIEL VALLEY NEIGHBORHOOD COYOTE PROGRAM

WHEREAS, the City of Irwindale, along with many of its neighboring cities, have been experiencing an increased number of coyotes in its civic areas and residential neighborhoods as a result of an increase in development of vacant land and mining pits that once were the home to these coyotes; and

WHEREAS, on September 11, 2019, the City Council approved and authorized the City Manager to enter into a Memorandum of Agreement with the San Gabriel Valley Council of Governments to provide Coyote Management Services, which included providing guidance to the City on how to live with coyotes, provided education on behavior modification, and implement a human/coyote reporting and responding system; and

WHEREAS, on July 14, 2021, the City Council approved and authorized the City Manager to enter into Amendment No. 1 to Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Neighborhood Coyote Program (Program) as a result of a name change from Coyote Management Implementation Plan to Neighborhood Coyote Program, determine the number of cities continuing to participate in this program, and extend the term to November 30, 2023; and

WHEREAS, on October 11, 2023, the City Council adopted Resolution No. 2023-74-3452, approving Amendment No. 2 to the Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale extending the term to June 30, 2025; and

WHEREAS, over the past six years, this program has provided a wealth of public outreach and education, promoted effective human-coyote conflict mitigation strategies, and supported a robust wildlife reporting and response mechanism; and

WHEREAS, during the past two of the six years, the San Gabriel Valley Council of Governments has completed presentations to City Council on coyote safety, provided one (1) coyote management workshop and training to the community, completed 12 reports, logged 20 coyote sightings, created 15 social media posts and developed 6 new materials that were distributed to the community through mailers and at community events such as Music in the Park, Mariachi Fest, etc.; and

WHEREAS, the City Council desires to approve and authorize the City Manager to enter into a new Memorandum Of Agreement with the SGVCOG, which includes the

continuation of the City's participation in this Program, for a total yearly cost of \$11,000, with an adjusted annual CPI increase and term extension to June 30, 2028.

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

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

SECTION 2. The City Council hereby approves the Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Irwindale, attached hereto as Exhibit A, which includes the City of Irwindale's continued participation in the Neighborhood Coyote Program, a payment of \$11,000 with an adjusted annual CPI increase, and a term expiring June 30, 2028, and authorizes the City Manager to execute the same.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

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

PASSED, APPROVED and ADOPTED this 14th day of May 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-38-3626 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 14th day of May 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF
GOVERNMENTS AND THE CITY OF IRWINDALE
FOR PARTICIPATION OF THE SAN GABRIEL VALLEY NEIGHBORHOOD
COYOTE PROGRAM**

This Memorandum of Agreement (“MOA” or “Agreement”) is made as of July 1, 2025 by and between the City of Irwindale, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Neighborhood Coyote Program (“Program”) that was developed by the SGVCOG Coyote Management Task Force.
- C. Under the Program, SGVCOG provides informational coyote public outreach and education efforts, promotes effective human-coyote conflict mitigation strategies, and supports a robust wildlife reporting and response mechanism on behalf of City.
- D. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA between the Parties shall commence on July 1, 2025 and shall continue through June 30, 2028. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG Responsibilities.

SGVCOG will:

- 1. Coordinate and implement at least two community events and/or educational/trainings per year, planned with input from the City. SGVCOG will diligently market the community meetings and educational trainings prior to the event dates; however, attendance levels are not guaranteed.
- 2. Conduct youth outreach and education programs for the city’s KidZone Program.

3. Coordinate to send mailers to neighborhoods with high numbers of human-coyote encounters and incidents.
4. Manage a website or webpage that contains important and helpful information for residents and businesses regarding coyotes and other types of wildlife as needed.
5. Maintain an online and phone regional coyote incident reporting system for residents of City. The SGVCOG will report monthly on the number of reports received from each City.
6. Coordinate with the California Department of Fish and Wildlife, the County of Los Angeles, and other relevant external stakeholders on regional coyote management efforts.
7. Provide physical and electronic files of coyote marketing and outreach materials.
8. Manage all invoicing and billing.
9. The SGVCOG shall invoice the City eleven thousand dollars (\$11,000) by July 1, 2025 for the City's share of the cost of the San Gabriel Valley Neighborhood Coyote Program for the fiscal year.
10. The annual amount the SGVCOG invoices shall be adjusted annually beginning on July 1, 2026, based on the Los Angeles area Consumer Price Index (CPI) percentage for all items for 12 months ending in January reported by the U.S. Bureau of Labor Statistics or 3%, whichever is less.

B. City Responsibilities.

City will:

1. Maintain membership in the SGVCOG during the entire term of this MOA. In the event that the City is no longer a member of the SGVCOG, this MOA will terminate by its own terms on the date on which the City is no longer a member. Should membership cease before the end of the fiscal year, the City shall not be entitled to reimbursement of its Program cost for that fiscal year.
2. Participate in an annual evaluation meeting with the SGVCOG and as needed coordination calls and meetings with all municipalities that have entered into a memorandum of agreement with the SGVCOG for the Program for the July 1, 2025, through June 30, 2028, term.
3. Provide a point-of-contact for the purposes of this Agreement with the name, title, and contact information of the individual. If the point-of-contact is reassigned or no longer a City employee, a new point-of-contact must be designated within five (5) business days.
4. Assist with the coordination of coyote town halls, community meetings, coyote management workshops, conflict trainings, mailers, social media outreach, and youth outreach and education programs.
5. Provide a municipal meeting space or venue for events and activities within the City related to this MOA and other events within the City that are related to the Program.
6. Pay all invoices submitted by SGVCOG within forty-five (45) days of receipt by City. Invoices not paid within 45 calendar days shall accrue interest at the

rate of 5% per annum.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, the SGVCOG designates the following individuals as its Project Managers: Nicholas Ryu, Program Manager, and Natalie Arreaga, Management Aide.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Elizabeth Rodriguez, Public Services Director, and Aundrea Butler, Management Analyst.

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A “Default” under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions contained in this MOA; and/or (ii) failure of either Party to perform its obligations set forth herein satisfactorily.
- B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

V. TERMINATION:

- A. This MOA may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be effective thirty (30) days after such notice is received.
- B. If City terminates this MOA prior to the completion of the MOA term and SGVCOG has not committed a Default, SGVCOG will maintain the full annual amount that has already been invoiced for the current fiscal year.

VI. INDEMNIFICATION:

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its

elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in connection with this Agreement.

- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this Agreement.

VII. INSURANCE:

- A. Each Party shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with performance of its obligations hereunder.

VIII. AMENDMENTS

- A. For any change which materially affects the Scope of Work, or in any way modifies any term or condition included under this MOA, a written amendment to the MOA shall be prepared and executed by the City and the SGVCOG for such change to be effective.

IX. OTHER TERMS AND CONDITIONS:

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Natalie Arreaga
Management Aide
1333 S. Mayflower Ave, Suite 360
Monrovia, CA 91016
narreaga@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800

mcreter@sgvcog.org

Nicholas Ryu
Program Manager
1333 S. Mayflower Ave, Suite 360
Monrovia, CA 91016
(626) 457-1800
nryu@sgvcog.org

To City: Julian Miranda
City Manager
5050 N. Irwindale Ave.
Irwindale, CA 91706
(626) 430-2217
jmiranda@irwindaleca.gov

with a copy to: Laura M. Nieto
Chief Deputy City Manager
5050 N. Irwindale Ave.
Irwindale, CA 91706
(626) 430- 2202
lnieto@irwindaleca.gov

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.
- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any

such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so the said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF IRWINDALE

By: _____
Julian Miranda
City Manager

Date: _____

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

APPROVED AS TO FORM:

General Counsel

City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of the Aquatic Center Swimming Pool Renovation Project; P-1062

City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the construction improvements of the Irwindale Aquatic Center - Main Swimming Pool Renovation Project (2) approve the final construction project amount of \$943,921.56 under the construction contract with Blue Star Pools, Inc.; (3) authorize the City Clerk to record the Notice of Completion; and (4) authorize the Finance Director to release the 5% retention amount for the construction project.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering/ Building Official



Reviewed by:

Adrian R. Guerra, City Attorney

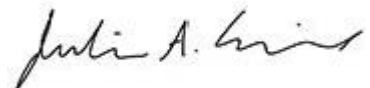


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On July 24, 2024, the City Council awarded the construction contract for the Aquatic Center Swimming Pool Renovation Project to Blue Star Pools, Inc. in the amount of \$611,886.69, plus a 10% contingency in the amount of \$61,188.67, bringing the initial total to \$673,075.36. The original scope of work for the project included (1) removal and replacement of the existing main pool plaster and tiles; (2) 6ft main pool deck replacement; (3) main pool ADA-compliant accessibility modification; (4) main pool safety marker replacement; (5) main pool gutter and surge tank waterproofing; (6) removal and replacement of the existing underwater light fixtures with LED upgrade; (7) springboard replacement/refinishing; and (8) installation of a new ADA compliant pool lift.

On December 11, 2024, the City Council approved a construction change order for the project in the amount of \$290,856.92 to extend the removal and reconstruction of the concrete deck to the perimeter fence on three sides and to the existing Office Building on the south side. This change order was approved with a revised 10% contingency in the amount of \$90,274.36. The approved amount increased the contract to \$993,017.97 (\$611,886.69 + \$290,856.92 + \$90,274.36).

During the course of work, additional change orders were added to the project from city staff and the Parks & Recreation Commission. These change orders included new electrical conduit installation underneath the concrete deck in anticipation of future expansion, two (2) new 1-meter diving stands with new railings, and the replacement of four (4) swimming pool filter tank caps. These additional change orders came to the amount of \$41,197.95. The final construction contract amount came to a total of \$943,921.56, which is \$49,096.41 less than the authorized amount of \$993,017.97 for the construction contract with Blue Star Pools, Inc.

The Aquatic Center Swimming Pool Renovation Project has been completed in accordance with the approved plans and specifications. The total project cost is \$955,695.31, which is \$212,218.69 less than the budgeted amount of \$1,167,914.

Below is the breakdown of the total project cost:

Construction Contract	\$ 943,921.56
Inspection Services	\$ 7,475.60
Bidding Advertisement	\$ 4,298.15
Total Project Cost	\$ 955,695.31

The Project is now complete, and staff recommend that City Council ratify the changes to the original scope of work, accept the completed improvements, and assume ongoing maintenance responsibility for the Aquatic Center Swimming Pool Renovation Project. Acceptance of the improvements by the City Council will render the project complete. Staff further recommend that the City Council authorize the City Clerk to record the Notice of Completion and authorize the Finance Director to release the 5% retention amount to Blue Star Pools, Inc. for the construction project.

Fiscal Impact:

Funding for this project has been budgeted in the FY 2024-2025 budget for the Swimming Pool Facility

& Lift Remodel Project (Account No. 48-80-800-45200-8229). The total project cost is \$955,695.31, which is \$212,218.69 less than the budgeted amount of \$1,167,914. The 5% retention amount for Blue Star Pools, Inc. is \$47,197.07. Sufficient funding is available to pay for this amount.

Attachments:

1. NOC - Aquatic Center Swimming Pool Renovation Project (P-1062) (2004632.1)

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/
WHEN RECORDED MAIL TO: /
City of Irwindale /
Department of Public Works /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION OF PUBLIC IMPROVEMENT AND WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: Fee Simple
2. The full name of the owner is: CITY OF IRWINDALE.
3. The full address of the owner is: 5050 IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.
4. On the 14TH day of May 2025, there was completed upon the hereinafter described real property the following work: IRWINDALE AQUATIC CENTER SWIMMING POOL RENOVATION PROJECT (P-1062) including (1) removal and replacement of the existing main pool plaster and tiles; (2) 6ft main pool deck replacement; (3) main pool ADA-compliant accessibility modification; (4) main pool safety marker replacement; (5) main pool gutter and surge tank waterproofing; (6) removal and replacement of the existing underwater light fixtures with LED upgrade; (7) springboard replacement/refinishing; and (8) installation of a new ADA compliant pool lift; (8) new electrical conduit installation underneath the concrete deck in anticipation of future expansion; (9) two (2) new 1-meter diving stands with new railings; and (10) the replacement of four (4) swimming pool filter tank caps.
5. The name of the original contractor for the work described above was: BLUE STAR POOLS, INC.

The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: IRWINDALE AQUATIC CENTER - 5050 IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706

DATED: _____, 2025

Eddie Chan, Director of Engineering/Building Official
City of Irwindale

ATTEST:

Deputy City Clerk

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

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature _____

City of
IRWINDALE
AGENDA REPORT

Date: May 14, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for the Irwindale Recreation Center HVAC Replacement Project; P-1071

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with AC Pros, Inc in the amount of \$196,180 for the Irwindale Recreation Center HVAC Replacement Project; and (2) approve a 10% construction contingency in the amount of \$19,618 to cover any unforeseeable conditions that may arise during construction.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineering/Building Official



Reviewed by:

Adrian R. Guerra, City Attorney

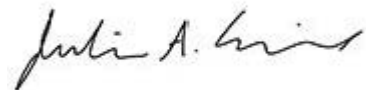


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Recreation Center HVAC Replacement Project (“Project”) is identified in the City’s Capital Improvement Program (CIP). Originally constructed in the 1960s, the Recreation Center has undergone several renovations over the decades. The rooftop Heating, Ventilating, and Air Conditioning (HVAC) units have been replaced multiple times, with the oldest existing unit dating back to 1994.

This Project will involve the removal and replacement of five (5) rooftop HVAC units that have reached the end of their service life. The new units will be Carrier-manufactured models, each with a minimum Seasonal Energy Efficiency Ratio (SEER) rating of 13, as required by the specifications. Each unit will also be equipped with a carbon monoxide (CO) sensor and an economizer to enhance energy efficiency and safety.

Additionally, the contractor will resize and modify the existing outdoor metal ductwork to accommodate the new units. All sheet metal caps will also be replaced with new ones as part of the scope of work.

On April 07 and 14, 2025, a Notice Inviting Bids for the project was advertised in the San Gabriel Valley Tribune. The final submission date for bids on PlanetBids was April 24, 2025, at 10:00 am. The City received (2) bids with the following results:

	Contractor	Bid Amount
1	AC Pros, Inc.	\$ 196,180
2	Southland Industries	\$ 201,323

Staff reviewed the bid proposals and found AC Pros, Inc. to be the lowest responsive bidder with a valid California contractor's license, Department of Industrial Relations (DIR) registration, not barred from bidding on public works contracts, and having good references.

Staff recommends the contract be awarded to AC Pros, Inc. in the amount of \$196,180 for the Irwindale Recreation Center HVAC Replacement Project.

The attached contract agreement has been reviewed and approved as to form by the City Attorney’s office.

Fiscal Impact:

Funding for this project is included in the FY 2024-2025 Adopted Budget under Capital Improvement Program Project No. 8228 in the amount of \$450,000 (Account No. 48-80-800-45200-8228). The total cost of this project is \$215,798 (\$196,180 + \$19,618 (10% Construction Contingency)).

Attachments:

1. 05-14-2025 Award of Contract for the Irwindale Recreation Center HVAC Replacement Project; P-1071 - AGREEMENT (AC Pros) (2004640)

Approved: _____

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
AC PROS INC.**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 14th day of May, 2025, by and between the City of Irwindale, a California charter city (“**City**”) and AC Pros, Inc., 7046 Darby Ave, Reseda, CA 91335 (“**Contractor**”). City and Contractor may be referred to, sometimes individually or collectively, as “Party” or “Parties.”

RECITALS

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

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

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

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

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

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference. The Scope of Services shall include Contractor’s Proposal or Bid Documents submitted for the project entitled **Irwindale Recreation Center HVAC Replacement Project; P-1071** (“**Project**”). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, “**Proposal**” or “**Bid Documents**” refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions,

Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Green Book.

The provisions of the 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, (“Greenbook”) are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Discovery of Unknown Conditions.

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

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

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

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

1.7 Unidentified Utilities.

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

1.8 Trench Excavation.

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

1.9 Protection and Care of Work and Materials.

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

1.10 Warranty.

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

1.11 Additional Work and Change Orders.

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

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or any increase in the time to perform of up to one hundred eighty (180) working days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works Engineering or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

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

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

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

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

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

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

1.12 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in the "Schedule of Compensation," attached hereto as Exhibit C and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed One Hundred Ninety-Six Thousand, One Hundred Eighty Dollars (\$196,180.00) ("**Contract Sum**") for completion of the work. The Contract Sum shall constitute full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; and also for all loss or damage arising out of the nature of the work, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Bid Documents and this Agreement. The Contract Sum shall be made in the form of progress payments subject to retention pursuant to Section 2.4.

2.2 Invoices.

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

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

2.3 Payment.

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

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

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

2.4 Retention.

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

2.5 Waiver.

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

2.6 Substitution of Securities.

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

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within Thirty (30) calendar days after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

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

3.4 Final Acceptance.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

<u>Noam Ziv</u>	<u>President/CEO</u>
(Name)	(Title)
<u></u>	<u></u>
(Name)	(Title)

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

4.2 Status of Contractor.

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

4.3 Project Manager.

The Project Manager shall be Eddie Chan or any other person as may be designated by the City's Director of Public Works Engineering or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works Engineering or City

Engineer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform

Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

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

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

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

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

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

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

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

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated,

lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

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

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

5.3 Indemnification.

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

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

5.4 Notification of Third-Party Claims.

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

5.5 Performance and Payment Bonds.

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

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

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

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

5.6 Sufficiency of Insurer or Surety.

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

5.7 Release of Securities.

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

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

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

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

7.1 California Law.

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

7.2 Default of Contractor.

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

7.3 Suspension and Termination.

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

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

7.4 Dispute Resolution Process.

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

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

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

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

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

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

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

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

(iv) Statement of grounds for the claim.

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

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

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

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

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

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

taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

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

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

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

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

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

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

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in

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

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

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

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

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

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

7.5 Waiver.

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

7.6 Rights and Remedies Are Cumulative.

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

7.7 Unfair Business Practices Claims.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave, Irwindale, California 91706 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may

change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

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

9.4 Counterparts.

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

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

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

9.7 Warranty & Representation of Non-Collusion.

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

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

Contractor's Authorized Initials _____

9.8 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF IRWINDALE, a California
charter city

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONTRACTOR:

AC Pros, Inc.

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 7046 Darby Avenue
Reseda, CA 91335

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

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INDIVIDUAL

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CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

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☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

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

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A

SCOPE OF SERVICES

- I. Contractor will perform construction services related to the Irwindale Recreation Center HVAC Replacement Project, which is identified in the City's Capital Improvement Program, in accordance with the City's plans and specifications and as set forth in the Contractor's Bid Documents which are incorporated herein by this reference as though set forth in full, including, but not limited to, the following summary (herein after referred to collectively as "Services"):**

The removal and replacement of five (5) rooftop HVAC units that have reached the end of their service life. The new units will be Carrier-manufactured models, each with a minimum Seasonal Energy Efficiency Ratio (SEER) rating of 13, as required by the specifications. Each unit will also be equipped with a carbon monoxide (CO) sensor and an economizer to enhance energy efficiency and safety.

Additionally, the Contractor will resize and modify the existing outdoor metal ductwork to accommodate the new units. All sheet metal caps will also be replaced with new ones as part of the scope of work.

- II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:**

- A.** General overhead & mobilization/demobilization
- B.** Complete turnkey installation of a 3 Ton Carrier 48FEGA04A2A5-0A0A0 per bid specification
- C.** Complete turnkey installation of a 5 Ton Carrier 48FEGA06A2A5-0A0A0 per bid specification
- D.** Complete turnkey installation of a 12.5 Ton Carrier 48FEDM14A3A5-0A0A0 per bid specification
- E.** Complete turnkey installation of a 3 Ton Carrier 48FEGA04A2A5-0A0A0 per bid specification
- F.** Complete turnkey installation of a 5 Ton Carrier 50FEQA06A2A5-0A0A0 heat pump unit per bid specification

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

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Contractor shall complete work for the Project in accordance with the following:

**IRWINDALE RECREATION CENTER
HVAC REPLACEMENT PROJECT
P-1071**

BID SCHEDULE:

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	General Overhead & Mobilization/ Demobilization	1	LS	72,000.00	72,000.00
2	Complete turnkey installation of a 3 Ton Carrier 48FEGA04A2A5-0A0A0 per bid specification	1	LS	18,000.00	18,000.00
3	Complete turnkey installation of a 5 Ton Carrier 48FEGA06A2A5-0A0A0 per bid specification	1	LS	26,000.00	26,000.00
4	Complete turnkey installation of a 12.5 Ton Carrier 48FEDM14A3A5-0A0A0 per bid specification	1	LS	36,180.00	36,180.00
5	Complete turnkey installation of a 3 Ton Carrier 48FEGA04A2A5-0A0A0 per bid specification	1	LS	18,000.00	18,000.00
6	Complete turnkey installation of a 5 Ton Carrier 50FEQA06A2A5-0A0a0 Heat Pump Unit per bid specification	1	LS	26,000.00	26,000.00

TOTAL BID FOR IRWINDALE RECREATION CENTER HVAC REPLACEMENT

PROJECT: \$ 196,180.00

One hundred ninety-six thousand, one hundred eighty dollars

(TOTAL BID AMOUNT WRITTEN IN WORDS)

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL BIDS OF ANY PORTION THEREOF.

II. The City will compensate Contractor for work performed and expenses incurred toward completion of the Project upon submission of a valid invoice. In addition to what is required under Section 2.2 of the Agreement, each invoice is to include:

- A. Line items for all personnel describing the work performed.
- B. Line items for all materials and equipment properly charged to the Project.
- C. Line items for the price and quantity of all materials, equipment and work.
- D. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

- E. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Project.

III. The total compensation for the Project shall not exceed \$196,180.00 as provided in Section 2.1 of this Agreement.

EXHIBIT D

PERFORMANCE BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") for payment of the penal sum of _____ **U.S. Dollars and ____ Cents (\$_____)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

PAYMENT BOND

PROJECT NO. _____

We, _____, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Irwindale ("City") and those for whose benefit this bond insures in the sum of _____ U.S. Dollars and _____ Cents (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

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

MARCH 12 2025
WEDNESDAY
7:53 P.M.

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

ROLL CALL:

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ambriz, seconded by Councilmember Breceda, to approve the Consent Calendar. The motion was unanimously approved; Mayor Pro Tem Ortiz abstaining on Item No. 27A.

ITEM NO. 27A
MINUTES OF THE
REGULAR MEETING
HELD JANUARY 22,
2025

MINUTES OF THE REGULAR MEETING HELD JANUARY 22, 2025

The minutes of the regular meeting held January 22, 2025, were approved.

ITEM NO. 27B
AWARD A
PROFESSIONAL
SERVICES CONTRACT
FOR ANNUAL

AWARD A PROFESSIONAL SERVICES CONTRACT FOR ANNUAL AUDIT SERVICES

The extension of the existing contract with LSL, LLP, to provide annual audit services for five additional years, was approved.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

NEW BUSINESS

ITEM NO. 29A
ANNUAL
COMPREHENSIVE
FINANCIAL REPORT
FOR THE FY ENDED
JUNE 30, 2024

ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024

DIRECTOR BORHANI Director Borhani introduced Ryan Domino with Lance, Soll, and Lunghard, LLP, who made a PowerPoint presentation.

MOTION A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Breceda, to receive and file the Annual Comprehensive Financial Report and Supplemental Audit Letters for the Fiscal Year ended June 30, 2024. The motion was unanimously approved.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:54 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

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



Check No	Vendor No	Vendor Name	Check Date	Check Amount
104725	ROSENO	RSG Inc.	04/22/2025	206.25
Report Total (1 checks):				206.25

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

ROLL CALL:

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Board Member Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Board Member Breceda abstaining on Item No. 33B.

ITEM NO. 33A
AWARD
PROFESSIONAL
SERVICES CONTRACT
FOR ANNUAL AUDIT
SERVICES

AWARD PROFESSIONAL SERVICES CONTRACT FOR ANNUAL AUDIT SERVICES

The extension of the existing contract with LSL, LLP, to provide annual audit services for an additional five years was approved.

ITEM NO. 33B
RESOLUTION RE
USE OF 10-ACRE SITE
ON ALLEN DRIVE FOR
THE JULY 4, 2025,
FIREWORKS DISPLAY

RESOLUTION NO. HA 2025-02-146, ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025, FIREWORKS DISPLAY SPECTACTULAR EVENT,"

RESOLUTION NO
HA 2025-02-146
ADOPTED

Resolution No. HA 2025-02-146, entitled:

"A RESOLUTION OF THE BOARD OF DIRECTORS OF THE IRWINDALE HOUSING AUTHORITY AUTHORIZING AND APPROVING THE USE OF THE 10-ACRE SITE ON ALLEN DRIVE, ASSESSOR'S PARCEL NUMBER 8417-34-912, FOR THE CITY OF IRWINDALE'S JULY 4, 2025, FIREWORKS DISPLAY SPECTACULAR EVENT," was adopted.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:56 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary