

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

June 25, 2025

SPECIAL MEETING – 5:30 PM

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 Real Property Negotiator**

Pursuant to California Government Code Section 54956.8

Property: 16202-16214 Arrow Highway and 16216-16300 Arrow Highway

Agency Negotiator - Julian A. Miranda, City Manager

Negotiating Parties: Lee Arce, LLC

Under Negotiation: Acquisition of Property

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****18. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**

- A. Quarterly Legislative Update from Gonsalves and Son
- B. Recognition of Irwindale Police Sergeant Rudy Gatto

19. PUBLIC HEARINGS

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

- A. Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

Department: Finance

Recommendation: That the City Council:

(1) conduct a Public Hearing for public comments; and

(2) Adopt Resolution No. 2025-50-3638 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER**"; and

(3) Adopt Resolution No. 2025-51-3639 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026 BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT**".

- B. Second Reading of Ordinance No. 798 – Adopting the Budget for Fiscal Year 2025-2026

Department: Finance

Recommendation: It is recommended that the City Council and Housing Authority Board convene concurrently to conduct the duly noticed public hearing and adopt Ordinance No. 798 entitled: "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026,**" reading by title only and waiving further reading thereof.

20. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held April 9, 2025

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

C. Accepting and approving the FY 2025-2026 operating budget, reallocation of previously donated funds, and carry forward of previous year's budget of the Irwindale Community Foundation

Department: Finance

Recommendation: It is recommended that the City Council **adopt Resolution No. 2025-52-3640** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE IRWINDALE COMMUNITY FOUNDATION FISCAL YEAR 2025-2026: 1) OPERATING ANNUAL BUDGET; 2) REALLOCATION OF PREVIOUSLY DONATED FUNDS; AND 3) CARRYFORWARD PREVIOUS YEAR'S BUDGET."

D. Approval of Resolutions Relating to Compensation for City Employees and Approval of New Job Classifications and Associated Job Specifications

Department: Human Resources

Recommendation:

1. **Adopt Resolution No. 2025-53-3641** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS"; and
2. **Adopt Resolution No. 2025-55-3643** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE SUPERSEDING AND REPLACING RESOLUTION NO. 2024-63-3540, AND ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES"; and
3. **Adopt Resolution No. 2025-54-3642** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-114-3591, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

E. Award of Contract for Construction of the FY 24-25 Pavement Rehabilitation Project

Department: Engineering

Recommendation: That the City Council (1) authorize the City Manager to enter into an agreement with Sully-Miller Contracting Company in the amount of \$568,127.85 for the 2024-2025 Pavement Rehabilitation Project; (2) approve a 10% construction contingency in the amount of \$56,812.80 to cover any unforeseeable conditions that may arise during construction.

F. Award of Contract for City-wide Median Island and Various Landscape Maintenance Services

Department: Public Services

Recommendation: 1) Award a contract to Mariposa Landscapes, Inc. for City-wide Median Island and Various Landscape Maintenance Services, in the amount of \$110,352 annually, with an additional \$3,120 annually for as-needed irrigation repair, for a three-year term beginning July 1, 2025, through June 30, 2028; 2) Authorize the City Manager to execute the agreement; and 3) Find the project categorically exempt under CEQA Guidelines Section 15301(h) – “Operation, repair, and maintenance of existing facilities.”

G. Facility Use Policy for the Irwindale City Council Chambers

Department: Administration

Recommendation: **Adopt Resolution No. 2025-23-3611** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A FACILITY USE POLICY FOR THE IRWINDALE CITY COUNCIL CHAMBERS" reading by title only and waiving further reading thereof.

21. 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

22. NEW BUSINESS

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

A. Draft Recreational Vehicle Ordinance

Department: Administration

Recommendation: That the City Council provide direction on the Draft Recreational Vehicle Ordinance.

B. Update on Los Angeles Street Traffic Signal (Verbal)

Department: Engineering

Recommendation: Receive the verbal update provided by staff.

C. Update on the Irwindale Community Foundation Carshow Fundraising Event (Verbal)

Department: Administration

Recommendation: Receive the verbal update provided by staff.

D. Consideration of Appointment of Two (2) Business Representatives to the ICF Board of Directors

Department: City Clerk

Recommendation: That the City Council **adopt Resolution No. 2025-56-3644** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027" or provide other direction to staff.

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 April 9, 2025

Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll

Department: Finance

Recommendation: Approve

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 April 23, 2025

Department: City Clerk

Recommendation: Approve

B. Acquisition of 4846 Irwindale Avenue, Irwindale CA

Department: Finance

Recommendation: That the Housing Authority Board **adopt HA Resolution No. 2025-05-149**: "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE, CA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING ASSET FUND (12)."

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.

A. Feasibility Studies for 16154-16158 Arrow Highway, Irwindale, CA

Department: Administration

Recommendation: Receive and file an update on the planned Feasibility Analysis of 16154 – 16158 Arrow Highway, Irwindale, CA.

B. Award of Consulting Contract for Feasibility Study for the 10-acre Site at 5100 Allen Drive

Department: Finance

Recommendation: That the Housing Authority Board authorize the Executive Director to enter into an agreement with Keyser Marston Associates, Inc. and Citythinkers in the amount of \$42,500 for assessing the financial feasibility of the 10-acre site at 5100 Allen Drive, Irwindale, CA, subject to final approval as to form by the Authority Counsel's Office

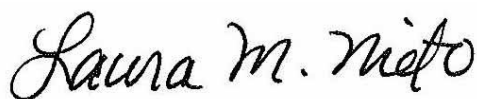
36. PUBLIC HEARINGS

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 June 25, 2025, be posted at the City Hall, Library, and Post Office on June 19, 2025.



Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.A.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing for Irwindale Business Center Sewer and Street Lighting Maintenance Assessment Districts

City Manager's Recommendation:

That the City Council:

(1) conduct a Public Hearing for public comments; and

(2) Adopt Resolution No. 2025-50-3638 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE, OPERATION, AND CAPITAL REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE IRWINDALE BUSINESS CENTER**"; and

(3) Adopt Resolution No. 2025-51-3639 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2025-2026 BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE EXISTING IRWINDALE BUSINESS CENTER STREET LIGHTING MAINTENANCE DISTRICT**".

Administrative Action:

Submitted/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Prepared by:

Jeanette Duran, Finance Manager



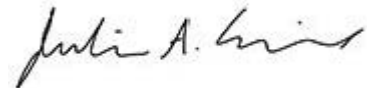
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On or about June 28, 2001, in 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 Assessments Districts. The property owner will have an opportunity to address the City Council concerning the assessment district during the public hearing. 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 approved Engineer's Reports are included with the Resolution for each Assessment District.

a. The Sewer Maintenance District anticipated assessment levy is \$1,608.62 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.

3. The Public Hearings for the Irwindale Business Center Sewer Maintenance District and Irwindale Business Center Street Lighting Maintenance District have been duly noticed in accordance with applicable laws. Following the completion of the respective Public Hearing, it is recommended that the City Council adopt the corresponding resolutions.

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. 2025-51-3639 Street Lighting Maintenance District Assessment (2010801.1)
2. FY 25-26 Engineer's Report for IBC - SMD
3. Resolution No. 2025-50-3638 Sewer Assessment (2010785.1)
4. FY 25-26 Engineer's Report for IBC - SLMD

RESOLUTION NO. 2025-51-3639

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING JUNE
30, 2026, FOR MAINTENANCE OF STREET LIGHTING LOCATED WITHIN THE
EXISTING IRWINDALE BUSINESS CENTER
STREET LIGHTING MAINTENANCE DISTRICT**

WHEREAS, on June 28, 2001, the City Council of the City of Irwindale (the "City Council") adopted its Resolution forming the Irwindale Street Lighting Maintenance District (the "District") and the levy and collection of 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. a fee or charge is increased for the purposes of Article XIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

WHEREAS, pursuant to Proposition 218, in adopting the Street Lighting Maintenance District charge for Fiscal Year 2001-2002, the City complied with the notice, protest, and hearing requirements of Government Code sections 53750 et seq. and Proposition 218; and

WHEREAS, on May 14, 2025, the City Council adopted Resolution 2025-51-3639 approving the Engineer's Report for Fiscal Year 2025-2026 ("Engineer's Report") and in accordance with Section 4 of Article XIII D of the California Constitution ("Proposition 218") and Article 4 of the "Landscaping and Lighting Act of 1972," being Division 15, Part 2 of the Streets and Highways Code of the State of California (the "Act," and together with Proposition 218, collectively, the "Assessment Law"), the City Council declared its intent to levy and collect assessments for Fiscal Year 2025-2026 within the District, and set a time and place for a public hearing; and

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the assessment as that was approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the assessment; and

WHEREAS, the City Council has duly considered each and every part of the Engineer's Report and now desires to approve and order the levy and collection of assessments for the District.

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Following publication, in accordance with applicable law, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

Section 3. 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 4. The public interest and convenience require, and the City Council therefore orders the levy and collection of 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 Fiscal Year 2025-2026.

Section 5. 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 6. 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 7. 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 25th day of June 2025.

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-51-3639 was duly passed and adopted at a special meeting of the Irwindale City Council held on the 25th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

Resolution No. 2025-51-3639
Page 3



City of Irwindale

Sewer Maintenance District (Irwindale Business Center)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 28, 2025

Public Hearing: June 25, 2025

27368 Via Industria
Suite 200

Temecula, CA 92590

T 951.587.3500 | 800.755.6864

F 951.587.3510 | 888.326.6864

Property Tax Information Line
T. 866.807.6864

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 3rd day of June, 2025.

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

By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services



By: Tyrone
Tyrone
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.

III. 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⁾	\$127,272
Balance to Levy ⁽²⁾	\$177,876
Total BU	110.58
Levy per BU FY 2025/2026	\$1,608.62
Max Rate per BU FY 2025/2026	\$1,608.6230
Estimated Ending Fund Balances (06/30/2026)	
Lift Station Replacement Fund Balance ⁽¹⁾	<u>\$465,745</u>
Total Ending Fund Balances	\$465,745

(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.

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 2025/2026 is \$1,608.6230. 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 2024 = 332.572, CPI April 2025 = 342.565, increase of 93.978% cumulatively).

Sewer Maintenance Total Costs: \$177,876

Sewer Maintenance District Rate Fiscal Year 2025/2026:

$\$177,876.38 \div 110.58 \text{ Total BU} = \$1,608.62/\text{BU}$

Maximum Sewer Maintenance District Rate: \$1,608.6230/BU

This maximum rate reflects the April 2024 to April 2025 CPI increase of 3.00% over last year's maximum rate of \$1,561.6977.

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	1.00	5.41	\$8,702.63
8417-027-089	15800	TAPIA ST	3.87	1.00	3.87	6,225.36
8417-027-090	4821	CHARTER ST	6.49	1.00	6.49	10,439.94
8417-027-091	4889	4TH ST	10.73	1.00	10.73	17,260.49
8417-027-092	4821	4TH ST	3.03	1.00	3.03	4,874.12
8417-027-093	4818	4TH ST	4.77	1.00	4.77	7,673.12
8417-035-006	5091	4TH ST	15.01	1.00	15.01	24,145.39
8417-035-007	4981	4TH ST	8.03	1.00	8.03	12,917.22
8417-035-008	4982	4TH ST	2.02	1.00	2.02	3,249.41
8417-035-009	5012	4TH ST	2.14	1.00	2.14	3,442.45
8417-035-010	5082	4TH ST	5.82	1.00	5.82	9,362.17
8417-035-011	5086	4TH ST	4.66	1.00	4.66	7,496.17
8417-035-012	15751	TAPIA ST	4.17	1.00	4.17	6,707.95
8417-035-013	15761	TAPIA ST	8.68	1.00	8.68	13,962.82
8417-035-014	5027	IRWINDALE AVE	1.79	1.00	1.79	2,879.43
8417-035-015	4981	IRWINDALE AVE	1.98	1.00	1.98	3,185.07
8417-035-024	15662	ARROW HWY	0.72	1.00	0.72	1,150.16
8417-035-028	15700	ARROW HWY	1.18	1.00	1.18	1,898.17
8417-035-029	15716	ARROW HWY	0.46	1.00	0.46	738.36
8417-035-034	15612	ARROW HWY	0.50	0.00	0.50	804.31
8417-035-035	15642	ARROW HWY	2.22	0.00	2.22	3,577.57
8417-036-001	4781	IRWINDALE AVE	9.92	1.00	9.92	15,960.73
8417-036-800 ⁽¹⁾	4777	IRWINDALE AVE	6.98	1.00	6.98	11,223.34
Total:			110.58		110.58	\$177,876.38
Parcel Count:						23

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

RESOLUTION NO. 2025-50-3638

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR THE FISCAL YEAR 2025-2026, BEGINNING JULY 1, 2025, AND ENDING
JUNE 30, 2026, FOR MAINTENANCE, OPERATION, AND CAPITAL
REPLACEMENT OF THE CITY'S SANITATION AND SEWAGE SYSTEMS
WITHIN THE SEWER MAINTENANCE DISTRICT LOCATED WITHIN THE
IRWINDALE BUSINESS CENTER**

WHEREAS, on or about June 28, 2001, the City Council of the City of Irwindale ("City Council") established a sewer maintenance charge for the Irwindale Business Center for Fiscal Year 2001-2002, the manner of levying such charge and maximum amounts to be charged for the fiscal year; and

WHEREAS, pursuant to Government Code sections 53750 et seq. a fee or charge is increased for the purposes of Article XIID of the California Constitution, ("Proposition 218") where the methodology used to calculate the fee or charge is revised and the revision results in an increased amount being levied on any person or parcel; and

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

WHEREAS, an Engineer's Report entitled "Sewer Maintenance District (Irwindale Business Center)" ("Engineer's Report") for Fiscal Year 2025-2026 has been prepared and filed with the City Clerk and all interested persons are referred to the attached 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 Sewer Maintenance Charge; and

WHEREAS, the City Council has duly considered each and every part of the Engineer's Report; and

WHEREAS, the Engineer's Report has not changed the methodology, formula or range of calculating the Sewer Maintenance Charge as that approved by the City Council for the 2001-2002 fiscal year, and as such, the notice, protest and hearing requirements of Government Code sections 53750 et seq. or Proposition 218 are inapplicable to the adoption and imposition of the Sewer Maintenance Charge.

Resolution No. 2025-50-3638

Page 1

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

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

SECTION 2. Following publication, as required by Section 5473.1 of the California Health and Safety Code, the City Council has held a hearing to hear and consider all objections or protests to the Engineer's Report. The City Council hereby finds and determines that protests have not been made by the owners of a majority of separate parcels of property described in the Engineer's Report.

SECTION 3. That pursuant to Section 5473.3 of the Health and Safety Code, the Engineer's Report filed with the City Clerk on May 14, 2025, is hereby approved and adopted and the Sewer Maintenance Charge is hereby determined and ordered to be the charges and fees for each legal parcel of land in the assessable parcels of land within the District for Fiscal Year 2025-2026, for the maintenance of the City's sanitation and sewerage system within the District. The amount of the Sewer Maintenance Charge shall constitute a lien against the lots or parcels of land against which the Sewer Maintenance Charge has been imposed as provided in Section 5473.5 of the Health and Safety Code.

SECTION 4. As provided in Sections 5470 et seq. of the Health and Safety Code, the Director of Public Works/City Engineer and City Clerk are hereby authorized and directed to make the necessary filings for the City of Irwindale for Fiscal Year 2025-2026 concerning the Sewer Maintenance Charge as part of the property tax collection procedure. The Sewer Maintenance Charge shall be collected on the tax roll in the same manner, by the same person, and at the same time, as together with and not separately from, the general property taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties as the general property taxes.

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 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 Tract No. 25436 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. The City Clerk shall certify to the adoption of this Resolution and the Engineer's Report and forward a certified copy hereof to the Tax Collector and Auditor of the County of Los Angeles.

PASSED, APPROVED, AND ADOPTED, this 25th day of June 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 Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-50-3638 was duly adopted by the City Council of the City of Irwindale, at a special meeting held on the 25th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



City of Irwindale

Street Lighting Maintenance District (Irwindale Business Center)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 28, 2025

Public Hearing: June 25, 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 3rd day of June, 2025.

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

By: Chonney Gano
Chonney Gano
Project Manager, District Administration Services



By: Tyrone Peter
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	\$3,550
Energy Charge Per Lamp	1,250
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	\$188.6987
Max Rate Per BU FY 2025/2026	\$188.6987
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.

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 2025/2026 is \$188.6987. 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 2024 to April 2025 CPI increase of 3.00% over the maximum rate of \$183.1942 for Fiscal Year 2024/2025.

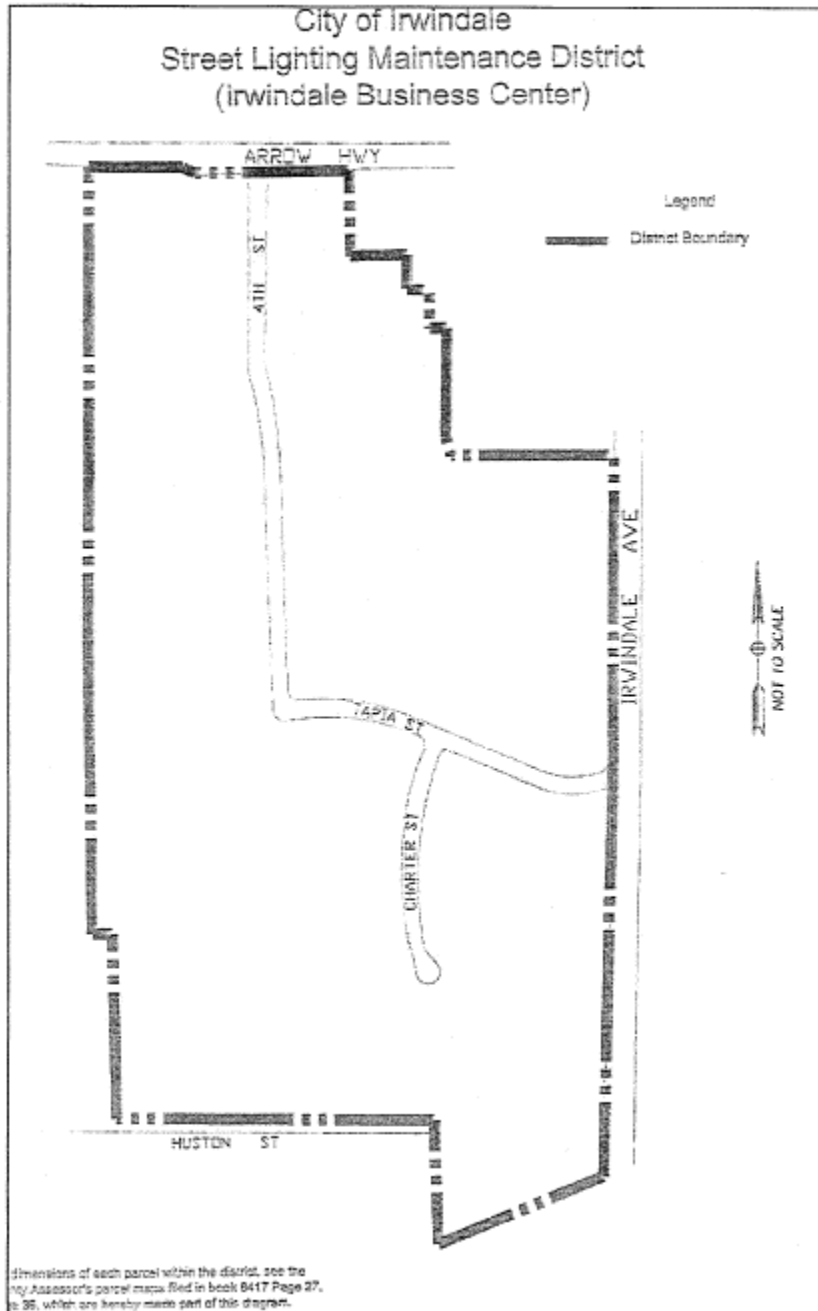
Land Use	Parcels	Acreage	Benefit Units
All Developed and Undeveloped	24	110.51	110.51
Exempt	2	0.00	0.00
Total:	26	110.51	110.51

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.B.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

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

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

Issue: Second Reading of Ordinance No. 798 – Adopting the Budget for Fiscal Year 2025-2026

City Manager's Recommendation:

It is recommended that the City Council and Housing Authority Board convene concurrently to conduct the duly noticed public hearing and adopt Ordinance No. 798 entitled: **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026,"** reading by title only and waiving further reading thereof.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer



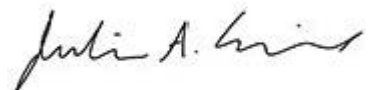
Reviewed by:

Adrian R. Guerra, City Attorney / General Counsel



Approved by:

Julian A. Miranda, City Manager / Executive Director



Background and Analysis:

On Wednesday, June 11, 2025, the City Council and Housing Authority Board held a duly noticed Public Hearing to conduct the First Reading of Ordinance No. 798 for adoption of the FY 2025-2026 Budget.

The City Council was provided with a verbal report on the FY 2025-2026 Revenue and Expenditure Budgets proposed for adoption. This report included a summary of the Budget Workshop session held on May 8, 2025, during which the City Council reviewed and approved several new budget requests related to personnel, operating and capital project budgets.

Upon the conclusion of the verbal report, the City Council opened the Public Hearing to allow for comments regarding the FY 2025-2026 Budget from both the public and councilmembers.

FY 2025-2026 Budget Summaries

Ordinance No. 798 includes Exhibit A, which lists the final revenue and expenditure budgets for all funds of the City and its agencies to be adopted for FY 2025-2026. These totals include all changes discussed and approved by the City Council during the Budget Workshop session.

The tables below list the final FY 2025-2026 Budget Summaries for the City's two primary funds, the General Fund and Mining Impact Fund:

General Fund	Revenues	Expenditures	Surplus / (Deficit)
Operating Budget	\$ 27,582,491	\$ (29,051,910)	\$ (1,469,419)
Capital/One-Time Items	1,755,000	-	1,755,000
Capital Projects Transfers	-	(200,000)	(200,000)
TOTAL	\$ 29,337,491	\$ (29,251,910)	\$ 85,581

Mining Impact Fund	Revenues	Expenditures	Surplus / (Deficit)
Operating Budget	\$ 4,425,000	\$ (5,984,910)	\$ (1,559,910)
Capital/One-Time Items	-	(20,000)	(20,000)
Capital Projects Transfers	-	(14,450)	(14,450)
TOTAL	\$ 4,425,000	\$ (6,019,360)	\$ (1,594,360)

Irwindale Municipal Code (IMC) Section 901 requires the City Council to hold a public hearing on the adoption of the budget. Notice of this public hearing, which is set for June 25, 2025, at 6:00 pm, to conduct a second reading and adopt the FY 2025-2026 budget, was published in the local newspaper as well as a copy being posted at Irwindale: City Hall, Library, Post Office, and Social Media platforms on June 12th, 2025; as appropriate to give complete and adequate notice thereof, to residents of the City.

Fiscal Impact:

Adoption of Ordinance No. 798 will approve the FY 2025–2026 Budgets listed in Exhibit A for all City

funds, the Housing Authority and Reclamation Authority. Note, the Boards of the Housing Authority and Reclamation Authority have separately adopted the FY 2025–2026 budgets by resolutions at their respective meetings on June 11, 2025.

The Budget Summary for the General Fund shows a projected surplus of \$285,581 for its Operating Budget and One-Time Items. However, the Capital Projects Transfers of \$200,000 will reduce the overall surplus to \$85,581.

The General Fund Reserve balance is currently projected to be \$56.2 million at the end of FY 2024-2025. Adoption of the proposed FY 2025-2026 Budget will increase the fund balance by a \$85,581 surplus, resulting in a projected General Fund Reserve balance of \$56.3 million as of June 30, 2026.

Attachments:

1. Ordinance No. 798
2. Exhibit A

ORDINANCE NO. 798

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026**

WHEREAS, a copy of the Proposed Budget for FY 2025-26 has been posted electronically with the City Council Agenda for public review and in the Office of the Deputy City Clerk; and

WHEREAS, the City Council conducted a duly noticed public hearing to consider the proposed budget on June 11, 2025.

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

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

SECTION 2. The budget for the City of Irwindale for Fiscal Year 2025-26 was prepared and submitted by the City Manager, and as modified by the City Council, is hereby approved and adopted. The operating and capital budget amounts are hereby authorized for the fiscal year within departments by fund, as listed on Exhibit A.

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 25th day of June 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. 798 was duly introduced at a regular City Council meeting held on the 11th day of June 2025, and adopted at a regular meeting of the City Council held on the 25th day of June 2025, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AFFIDAVIT OF POSTING

I, Laura Nieto, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 798, adopted by the City Council of the City of Irwindale at its regular meeting held June 25, 2025, to be posted at the City Hall, Library, and Post Office on June 25, 2025.

Laura M. Nieto, CMC
Chief Deputy City Clerk

Dated: June 25, 2025

Exhibit A
City of Irwindale
FY 2025-2026
Budget Summary

Fund	Description	FY 2025-26 Revenues	FY 2025-26 Expenditures	Surplus (Deficit) FY 2025-26
<u>General Fund</u>				
01	General Fund			
	On-Going Budget	\$ 27,582,491	\$ (29,051,910)	\$ (1,469,419)
	Capital/One-Time Items	\$ 1,755,000	\$ -	\$ 1,755,000
	Capital Projects Transfers	\$ -	\$ (200,000)	\$ (200,000)
	TOTAL GENERAL FUND	\$ 29,337,491	\$ (29,251,910)	\$ 85,581
<u>Housing Authority Funds</u>				
11	Irwindale Housing Authority	\$ 400	\$ (7,330)	\$ (6,930)
12	Low & Moderate Income Housing Asset Fund	\$ 25,000	\$ (655,596)	\$ (630,596)
	TOTAL HOUSING AUTHORITY FUNDS	\$ 25,400	\$ (662,926)	\$ (637,526)
<u>Mining Impact Fund</u>				
13	Mining Impact Fund			
	On-Going Budget	\$ 4,425,000	\$ (5,984,910)	\$ (1,559,910)
	Capital/One-Time Items	\$ -	\$ (20,000)	\$ (20,000)
	Capital Project Transfers	\$ -	\$ (14,450)	\$ (14,450)
	TOTAL MINING IMPACT FUND	\$ 4,425,000	\$ (6,019,360)	\$ (1,594,360)
<u>Reclamation Authority Funds</u>				
14	Reclamation	\$ 20,000	\$ (14,450)	\$ 5,550
19	Olive Pit Royalty	\$ 2,024,500	\$ (2,000,000)	\$ 24,500
	TOTAL RECLAMATION AUTHORITY FUNDS	\$ 2,044,500	\$ (2,014,450)	\$ 30,050
<u>Special Revenue & Grant(s) Funds</u>				
15	AB939 Recycling	\$ 363,550	\$ (464,620)	\$ (101,070)
21	State Gas Tax	\$ 88,809	\$ (182,139)	\$ (93,330)
22	Air Quality Management District	\$ 750	\$ (750)	\$ -
25	Proposition A	\$ 38,825	\$ (38,825)	\$ -
26	Proposition C	\$ 32,163	\$ (32,163)	\$ -
27	Measure R	\$ 24,122	\$ (24,122)	\$ -
28	TDA Article 3	\$ 5,000	\$ (5,000)	\$ -
29	Measure M	\$ 27,339	\$ (27,339)	\$ -
30	Measure W	\$ 448,000	\$ (448,000)	\$ -
32	Community Development Block Grant	\$ 6,800	\$ (6,800)	\$ -
	TOTAL SPECIAL REVENUE & GRANT(S) FUNDS	\$ 1,035,358	\$ (1,229,758)	\$ (194,400)
<u>Assessment Districts Funds</u>				
44	IBC Street Lighting & Maintenance District	\$ 17,040	\$ (17,040)	\$ -
45	IBC Sewer Maintenance District	\$ 125,480	\$ (50,480)	\$ 75,000
	TOTAL ASSESSMENT DISTRICTS FUNDS	\$ 142,520	\$ (67,520)	\$ 75,000
<u>Capital Projects Funds</u>				
47	Development Impact Fees	\$ 1,490,058	\$ -	\$ 1,490,058
48	Capital Improvement Projects	\$ 708,063	\$ (639,100)	\$ 68,963
	TOTAL CAPITAL PROJECTS FUNDS	\$ 2,198,121	\$ (639,100)	\$ 1,559,021
TOTAL BUDGET - ALL FUNDS:		\$ 39,208,390	\$ (39,885,024)	\$ (676,634)

The Irwindale **CITY COUNCIL** met in a special 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

FRED BARBOSA Fred Barbosa asked questions regarding the sale of a property on
Allen Drive.

MAYOR BURROLA Mayor Burrola requested that any public information available
regarding the matter be discussed with Mr. Barbosa.

RECESS TO
CLOSED SESSION

At 5:03 p.m., the City Council met in Closed Session to discuss the
following:

Liability Claims

Pursuant to Gov. Code Section 54956.95

Claimant: Rudy Campos

Agency claimed against: City of Irwindale

ACTION: Update provided; discussion held; no action taken nor
direction provided (Councilmember Garcia did not participate by
choice).

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

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 action taken nor direction provided
(Councilmember Breceda did not participate due to a potential conflict
of interest).

Property: 5059 Allen Drive (APN 8417-030-004)
Agency Negotiator: Theresa Olivares, Assistant City Manager
Negotiating Parties: Eduardo Hernandez and Jesus Daniel Hernandez
Under Negotiation: Price and Terms

ACTION: Update provided; no action taken nor direction provided (Councilmember Breceda did not participate due to a potential conflict of interest).

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

Number of cases: One

ACTION: Update and information provided; discussion held; no action taken nor direction provided.

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Sections 54954.5(c), 54956.9(d)(1)

Name of Case: Five Points, LP vs. City of Irwindale
Appellate Case Number: B337162

ACTION: Update provided; no direction provided, nor action taken. (Councilmember Breceda did not participate due to a potential conflict of interest).

**RECONVENE IN
OPEN SESSION**

At 6:12 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:14 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

**PLEDGE OF
ALLEGIANCE**

The Pledge of Allegiance was led by Giovanni and Nathaniel Leos.

AB 2449 DISCLOSURES None.

**CHANGES TO THE
AGENDA**

None.

**COUNCILMEMBER
TRAVEL REPORTS**

None.

**COUNCILMEMBER
COMMENTS**

MAYOR PRO TEM
ORTIZ

Mayor Pro Tem Ortiz recommended that the signage and equipment used by the operators of the Renaissance Faire to alert motorists be removed either Sunday night or early Monday morning since they create hazards on the streets.

CITY MANAGER
MIRANDA

City Manager Miranda noted that Captain Fraijo has spoken to representatives of the Faire, who moved the signage from Azusa Canyon Road to Nubia Street. However, staff will convey Mayor Pro Tem Ortiz's message to the Faire representatives.

MAYOR BURROLA

Mayor Burrola asked that Code Enforcement staff look into reports of lots of dust on Calle Barbosa and the United Rock area, to which City Manager Miranda advised that staff has spoken to representatives of United Rock regarding the concern. He added that United Rock has two sweepers cleaning the area but noted that current efforts to keep the area clean may not be sufficient, and stated that he would provide an update to the Council in the near future.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

ITEM NO. 18A
PROCLAMATION –
NATIONAL LIBRARY
WEEK

PROCLAMATION – NATIONAL LIBRARY WEEK

The proclamation was made.

ITEM NO. 18B
PROCLAMATION –
AUTISM AWARENESS
MONTH

PROCLAMATION – AUTISM AWARENESS MONTH

The proclamation was made.

ITEM NO. 18C
RECOGNITION OF
THE IRWINDALE
RECREATION
ROCKABILITIES
PROGRAM

RECOGNITION OF THE IRWINDALE RECREATION
ROCKABILITIES PROGRAM AS THE CPRS DISTRICT XIII 2024
PARKS MAKE LIFE BETTER COMMUNITY AWARD

The recognition was made.

ITEM NO. 18D
PROCLAMATION ON
RECYCLING AND
ORGANICS
SEPARATION IN
HONOR OF EARTH
DAY 2025

PROCLAMATION ON RECYCLING AND ORGANICS SEPARATION
IN HONOR OF EARTH DAY 2025

The proclamation was made.

ITEM NO. 18E
PRESENTATION BY
COSTAR ON STATUS
OF BUSINESS
BUILDING VACANCIES

PRESENTATION BY COSTAR ON STATUS OF BUSINESS
BUILDING VACANCIES

The presentation was made by Tom Santos of Co-Star.

MAYOR PRO TEM
ORTIZ

Responding to a question by Mayor Pro Tem Ortiz, Mr. Santos
advised that the information he presented is also available on his
website.

SUZANNE GOMEZ

In response to a question by Suzanne Gomez, Mr. Santos discussed
the analytics used in determining the amount of building vacancies.

DENA ZEPEDA

Dena Zepeda asked about the negative figures shown in the
PowerPoint presentation, to which Mr. Santos advised that these
represented the sale vs. asking price of items.

CONSENT CALENDAR

MOTION

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

unanimously approved; Councilmember Breceda abstaining on Item No. 19G.

ITEM NO. 19A
MINUTES OF THE
SPECIAL AND REGULAR
MEETINGS HELD
FEBRUARY 26, 2025

MINUTES OF THE SPECIAL AND REGULAR MEETINGS HELD
FEBRUARY 26, 2025

The minutes of the special and regular meetings held February 26, 2025, were approved as presented.

ITEM NO. 19B
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19C
CANCELLATION OF
AUGUST 13, 2025;
NOVEMBER 26, 2025;
AND DECEMBER 24,
2025 CITY COUNCIL
MEETINGS

CANCELLATION OF AUGUST 13, 2025; NOVEMBER 26, 2025;
AND DECEMBER 24, 2025 CITY COUNCIL MEETINGS

RESOLUTION NO.
2025-32-3620
ADOPTED

Resolution No. 2025-32-3620, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CANCELING REGULAR MEETINGS OF THE CITY COUNCIL SCHEDULED FOR AUGUST 13, 2025, NOVEMBER 26, 2025, AND DECEMBER 24, 2025,” was approved.

ITEM NO. 19D
PROPOSED END-OF
YEAR CLOSURE OF
CITY FACILITIES FOR
2025

PROPOSED END-OF-YEAR CLOSURE OF CITY FACILITIES FOR
2025

The closure of some City facilities during the period of Monday, December 22, 2025, through and including Sunday, January 4, 2026, was approved and the City Manager was authorized to implement said closure.

ITEM NO. 19E
APPROVAL OF THE
CONCRETE PAVEMENT
LIMITS AT STREET
INTERSECTIONS CITY
STANDARD PLAN

APPROVAL OF THE CONCRETE PAVEMENT LIMITS AT STREET
INTERSECTIONS CITY STANDARD PLAN

The City Council approved the Concrete Pavement Limits at Street Intersections City Standard Plan.

ITEM NO. 19F
ZONING CODE UPDATE
– 2ND READING OF
ORDINANCE NO. 772

ZONING CODE UPDATE – 2ND READING OF ORDINANCE NO. 772

ORDINANCE NO. 772
ADOPTED ON
SECOND READING

Ordinance No. 772, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING TITLE 17 OF THE IRWINDALE MUNICIPAL CODE (“ZONING”) IN ITS ENTIRETY AND ADOPTING THE COMPREHENSIVE ZONING CODE UPDATE AS TITLE 17 OF THE IRWINDALE MUNICIPAL CODE, MAKING FINDINGS IN SUPPORT THEREOF AND FINDING THE PROJECT CONSISTENT WITH THE CITY’S PREVIOUSLY CERTIFIED GENERAL PLAN ENVIRONMENTAL IMPACT REPORT (SCH# 2005071047) AND EXEMPT FROM FURTHER ENVIRONMENTAL REVIEW, PURSUANT TO CEQA GUIDELINES SECTIONS 15183 AND 15162,” was adopted on second reading, reading by title only and waiving further reading thereof.

ITEM NO. 19G
ZONING CODE
INCONSISTENCIES –
2ND READING OF
ORDINANCE

ZONING CODE INCONSISTENCIES – 2ND READING OF
ORDINANCE

ORDINANCE NO. 792
ADOPTED ON
SECOND READING

Ordinance No. 792, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 01-2025 AND MODIFYING THE CITY OF IRWINDALE ZONING MAP TO REZONE A PARCEL FROM C-3 (HEAVY COMMERCIAL – RESIDENTIAL) ZONE TO R-1 (SINGLE-FAMILY RESIDENTIAL) ZONE LOCATED AT 715 SHRODE AVENUE (APN 8534-001-016); AND FIND THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”) PURSUANT TO CEQA GUIDELINES SECTION 15061 (B)(3)”, was adopted on second reading, reading by title only and waiving further reading thereof; Councilmember Breceda abstaining.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

LAUREN HILL

Lauren Hill, with the Small Business Administration, spoke on the availability of disaster recovery loans to assist homeowners.

DENA ZEPEDA

Dena Zepeda spoke on dust issues created by trucks entering and exiting United Rock facilities, particularly at Bateman and Buena Vista. She also expressed her pride in the Irwindale RockAbilities and Library programs.

ANN AMBRIZ Ann Ambriz sent an email expressing her deep appreciation of Natalie Nocom, Benefits Administrator, for her assistance in a medical issue that Ann experienced.

NEW BUSINESS

ITEM NO. 21A ADOPT THE 2025-2026 LEGISLATIVE PLATFORM THAT WILL
ADOPT THE 25/26 SERVE AS THE GUIDING POLICY DOCUMENT FOR THE CITY
LEGISLATIVE WHEN DETERMINING WHETHER A POSITION SHOULD BE
PLATFORM THAT WILL TAKEN ON PROPOSED STATE LEGISLATION THAT MAY IMPACT
SERVE AS THE THE CITY
GUIDING POLICY
DOCUMENT FOR
THE CITY

ASSISTANT CITY Assistant City Manager Olivares presented the staff report and made
MANAGER OLIVARES a PowerPoint presentation.

MOTION A motion was made by Councilmember Ambriz, seconded by
Councilmember Breceda, to approve the 2025 Legislative Platform.
The motion was unanimously approved.

ITEM NO. 21B RECREATIONAL VEHICLE PARKING ON CITY STREETS
RECREATIONAL
VEHICLE PARKING
ON CITY STREETS

CITY MANAGER City Manager Miranda presented the staff report.
MIRANDA

COUNCILMEMBER Councilmember Ambriz asked whether staff has been able to seek
AMBRIZ vacant properties where RV's could be stored. He noted that RV's
parked on the street have created safety issues since they block
motorists' line of sight.

CITY MANAGER City Manager Miranda noted that several vacant sites have been
MIRANDA identified, though purchasing a site would be quite costly. Staff could
continue analyzing the request.

COUNCILMEMBER Councilmember Ambriz recommended that staff continue to seek
AMBRIZ properties to site an RV parking lot.

COUNCILMEMBER Responding to a question by Councilmember Ortiz, City Manager
ORTIZ Miranda indicated that he has not received any inquiries or requests
for the creation of an RV parking lot since his tenure as a
Councilmember. He then requested that Captain Fraijo speak about
a potential RV permit process, to which Captain Fraijo stated that
adopting an ordinance would allow enforcement action and that
permits are usually offered in cities that prohibit overnight RV parking.

MAYOR BURROLA In response to a question by Mayor Burrola, Captain Fraijo stated that he was not aware of any statutes that govern RV parking on public roads, with the exception of the distance from the curb / sidewalk that each vehicle may park.

Mayor Burrola also asked what a police report might show if a motorist struck a pedestrian that they did not notice due an RV impairing line of sight, to which Captain Fraijo stated that, although each case is different, the RV may be mentioned as a contributing factor due to presenting a visual obstruction but would unlikely be the primary collision factor.

COUNCILMEMBER BRECEDA Councilmember Breceda asked about the number of homeless individuals residing in RV's in the City, to which Captain Fraijo explained why it is difficult to quantify.

COUNCILMEMBER GARCIA Councilmember Garcia agreed that the Council should act on the concern and suggested perhaps having RV owners register their vehicles. He also expressed concern about purchasing a property and converting it to a parking lot for RV's since the action may appear to be a gift of public funds.

COUNCILMEMBER AMBRIZ Councilmember Ambriz asked about issuing permits for RV's and enforcing parking restrictions, to which City Attorney Guerra stated that staff could conduct further research into the matter.

Councilmember Ambriz reiterated his concern that RV's parked along the street create visibility impairment issues and encouraged further staff research to mitigate the problem.

MAYOR PRO TEM ORTIZ Mayor Pro Tem Ortiz suggested adopting an ordinance that would also prohibit parking over 72 hours on public streets.

MAYOR BURROLA Mayor Burrola asked noted that block walls are not allowed over a certain height near the front of a house to avoid obstructing motorists' vision and asked whether a similar law relating to RV's exists. He also asked several questions relating to the potential development of an RV parking lot, such as whether the site would be purchased with General Fund money, would security cameras and rolling gates be installed, would RV owners be required to sign waivers to indemnify the City, and whether a majority of residents would be in favor of developing said parking lot.

CITY MANAGER MIRANDA City Manager Miranda stated that the City would have to charge users of the parking lot in order to avoid the appearance of a gift of public funds. He also advised that a parking lot would also need certain infrastructure in place, including cameras, gates, and security, all of which would include certain costs, and stated that staff could conduct further research and present options to the Council.

- DENA ZEPEDA Dena Zepeda stated that RV parking on neighborhood streets have caused visibility issues since they block motorists' view.
- MARICELA FRYMARK Maricela Frymark concurred that the issues have been ongoing for years and encouraged the Council to find a solution quickly. She added that non-residents park their RV's on Irwindale streets since the City does not have an ordinance or regulation prohibiting this practice.
- ROBERT ESCOVEDO Robert Escovedo stated that the City should not purchase land to develop into an RV parking lot and stated that RV owners would generally be able to afford to pay to park them off City streets.
- PAT GONZALES Pat Gonzales stated that the City where she used to work passed an ordinance prohibiting parking between 2 am and 4 am, which solved their RV parking issue. She agreed that allowing RV's to park on City streets is dangerous especially when individuals run extension cords from their houses to the RV or when they dispose of waste on the street.
- MOTION A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, to direct staff to conduct further research and present the results at the May 14 Council meeting. The motion was unanimously approved.

PUBLIC HEARINGS

None.

**CITY MANAGER'S
REPORT**

CITY MANAGER
MIRANDA

City Manager Miranda presented the following report:

- 1) The Draft Program Environmental Impact Report for the Housing Element and General Plan Update will be available for public review from April 4 through May 19, 2025.
- 2) The newly renovated swimming pool was reopened on April 7, 2025.
- 3) The Morada Street Block Wall Improvement Project is nearly complete.
- 4) The Police Department is selling Autism Awareness patches for \$10.
- 5) The Irwindale Competition Cheer Team will be competing in the state championships at Knott's Berry Farm this Sunday.
- 6) He also congratulated Lawrence Lopez for having received the 2024 Recreation Rock Star award.

**REQUESTS FOR
AGENDA ITEMS BY
CITY COUNCIL**

MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz invited City Manager Miranda and City Attorney Guerra to join the Council at the dais.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz expressed reservation with the change by stating that the dais should only be for the members of the Governing Body. He suggested discussing the matter before implementing the change.
MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz noted that the City Attorney and City Manager both were seated at the dais before the pandemic and stated that an advantage with the change would be that they are readily available to answer any questions that may come up.
COUNCILMEMBER BRECEDA	Councilmember Breceda noted that the City Attorney and City Manager had been seated at the dais for a very long time, which he liked.
MAYOR BURROLA	Mayor Burrola stated that having the City Attorney and City Manager at the dais would look more professional.
COUNCIL CONSENSUS	Council consensus was reached to invite the City Attorney and City Manager to be seated at the dais along with the Council.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:02 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 6/17/2025 5:28 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
105183	ACOSTA06	Albert Acosta	06/05/2025	46.95
105184	AMAYAL	Elizabeth Amaya	06/05/2025	120.00
105185	AMAZON1	Amazon Capital Services, Inc.	06/05/2025	845.20
105186	AMBRIZ05	Albert Ambriz	06/05/2025	35.00
105187	Ayala01	Leonor Ayala	06/05/2025	790.00
105188	AZUSALW	Azusa Light & Water	06/05/2025	464.82
105189	BMOBANK	BMO Bank N.A.	06/05/2025	1,940.90
105190	BURROL07	Lorene Burrola	06/05/2025	300.00
105191	CALIFO02	California American Water	06/05/2025	3,464.90
105192	CALI12	California Consulting Inc.	06/05/2025	4,700.00
105193	CHANDL	Chandler's Air Conditioning &	06/05/2025	234.00
105194	CHARTE01	Charter Communications	06/05/2025	498.93
105195	CPG01	CPG Event Rentals LLC	06/05/2025	13,846.00
105196	ESPI11	Victoria M. Espino	06/05/2025	240.00
105197	EVANS02	Gloria Evans	06/05/2025	300.00
105198	FLORE01	Karla Flores	06/05/2025	1,120.00
105199	GONZAL07	Raymond Gonzales	06/05/2025	140.83
105200	GOVER01	Governmentjobs.com,Inc.	06/05/2025	5,924.48
105201	HARAG01	Nicole Haragos	06/05/2025	300.00
105202	HDL01	Hdl Software, LLC	06/05/2025	34.56
105203	HULL01	Mary Hull	06/05/2025	188.30
105204	IRWIND21	Irwindale Hand Wash & Auto Detail	06/05/2025	378.89
105205	JOEAGO	Joe A. Gonsalves & Son	06/05/2025	2,375.00
105206	KELLY03	Justin Kelly	06/05/2025	41.96
105207	LIEBERT	Liebert Cassidy Whitmore	06/05/2025	997.50
105208	MAT12	Daniel Mathews	06/05/2025	303.84
105209	MIRAND25	Blanche V. Miranda	06/05/2025	520.00
105210	OPTUM01	OptumRx, Inc.	06/05/2025	40,629.09
105211	ORTIZH	H. Manuel Ortiz	06/05/2025	51.00
105212	PROPRINT	Pro Printing, Inc.	06/05/2025	1,906.78
105213	RODRIG11	Jenny Rodriguez	06/05/2025	90.00
105214	RUIZ04	Carmelita Ruiz	06/05/2025	10.00
105215	SANG10	San Gabriel Valley Economic Partnership	06/05/2025	175.00
105216	SCHOCK01	Susan Schock	06/05/2025	240.00
105217	GASCOM	SoCalGas	06/05/2025	4,101.56
105218	SOL10	LeeAnn Solis	06/05/2025	10.00
105219	SCE02	Southern California Edison	06/05/2025	41,170.28
105220	VALLEY09	Valley View Mutual Water Co.	06/05/2025	188.74
105221	VISION01	Vision Service Plan - (CA)	06/05/2025	4,527.28
105222	WAGONER	Pamela Wagoner	06/05/2025	560.00
105223	WILL01	April Williams	06/05/2025	315.00
105224	BARNEY	Barney's Locksmith Service	06/12/2025	168.50
105225	ACCO01	ACCO Engineering Systems	06/12/2025	2,556.00
105226	ACUNA03	Luana Acuna	06/12/2025	75.00
105227	ALLCI01	All City Management Services, Inc	06/12/2025	1,086.30
105228	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	06/12/2025	987.00
105229	AMAZON1	Amazon Capital Services, Inc.	06/12/2025	113.61

105230	AT&T06	AT & T	06/12/2025	173.10
105231	AT&T08	AT & T	06/12/2025	1,201.36
105232	ATHENS	Athens Services	06/12/2025	6,049.43
105233	MIJACA	Balcon Holdings, Inc.	06/12/2025	315.00
105234	BILLST	Bill's Truck Repair, Inc.	06/12/2025	215.00
105235	BORB01	Cesar Borbon	06/12/2025	75.00
105236	BRINK02	Adriana Brinko	06/12/2025	75.00
105237	BURRO01	Burro Canyon Ent. Inc.	06/12/2025	50.00
105238	ALVARA04	Aundrea Butler	06/12/2025	75.00
105239	CARDE01	Maria Cardenas	06/12/2025	75.00
105240	Cat Spec	Cat Specialities Inc	06/12/2025	1,232.27
105241	CHARTE01	Charter Communications	06/12/2025	213.88
105242	CHARTE04	Charter Communicatons	06/12/2025	145.18
105243	CHICOB	Bernie Chico	06/12/2025	75.00
105244	CHICOR	Richard Chico	06/12/2025	73.01
105245	CORNEJOD	Diego Cornejo	06/12/2025	188.45
105246	COSTA01	Costar Realty Information, Inc.	06/12/2025	438.90
105247	LACOUN02	County of Los Angeles	06/12/2025	1,020.00
105249	DOMING08	Erika Dominguez	06/12/2025	75.00
105250	DURAN22	Michael Duran	06/12/2025	75.00
105251	BATE01	Elior Inc.	06/12/2025	4,165.00
105252	EVAN05	Theresa Evans	06/12/2025	1,620.00
105253	EWINGI	Ewing Irrigation Products, Inc.	06/12/2025	1,225.95
105254	FCG01	FCG Consultants Inc.	06/12/2025	25,478.44
105255	FEDEX	FedEx	06/12/2025	94.10
105256	FLORE11	Ana Flores	06/12/2025	75.00
105257	FRAIJO06	Christina Fraijo	06/12/2025	75.00
105258	FRONT01	Frontier Communications	06/12/2025	86.38
105259	FRONT01	Frontier Communications	06/12/2025	530.42
105260	FRONT01	Frontier Communications	06/12/2025	86.38
105261	GERMEN01	Sarah Gertmenian	06/12/2025	2,200.00
105262	SOUTHE17	Golden State Water Company	06/12/2025	2,453.50
105263	GONZAL18	Pat Gonzalez	06/12/2025	75.00
105264	Iher	Carol Hernandez	06/12/2025	75.00
105265	HOSEMA	Hose-Man, The	06/12/2025	47.93
105266	IMPE01	Imperial County Office of Education	06/12/2025	1,487.28
105267	INTU01	Intuvision	06/12/2025	1,025.00
105268	IRWIND21	Irwindale Hand Wash & Auto Detail	06/12/2025	1,554.51
105269	JACAL10	Brenda Jacal	06/12/2025	75.00
105270	LACOPO	LACPCA	06/12/2025	300.00
105271	LAWEO1	Law Enforcement Medical Services, Inc.	06/12/2025	925.00
105272	LEDEZMA	Erica Ledezma	06/12/2025	1,680.00
105273	LIEN01	Sophie Lien	06/12/2025	40.00
105274	LOA01	Angelina Loa	06/12/2025	37.00
105275	LSA01	LSA Associates, Inc.	06/12/2025	10,465.00
105276	CRAFT02	Isabel Marin	06/12/2025	269.00
105277	MARIPO	Mariposa Landscapes, Inc.	06/12/2025	9,606.54
105278	MOUNT01	MNRO Holdings, LLC	06/12/2025	1,166.53
105279	MOTOR02	Motorola Solutions	06/12/2025	10,356.86
105280	NAN01	Nancy K Bohl Inc	06/12/2025	2,083.00
105281	ORR01	Sandra Orr	06/12/2025	300.00
105282	PHASEII	PARS	06/12/2025	1,750.00
105283	PATTON	Patton Sales Corp (Arrow Pipe)	06/12/2025	56.93
105284	PAYN01	Payne Pest Management, Inc.	06/12/2025	144.00
105287	PURCHA	Purchase Power	06/12/2025	4,059.99
105288	QUIJ10	Bertha Quijada	06/12/2025	10.00
105289	RANCHO01	Rancho Duarte Florist	06/12/2025	348.74

105290	ROMERO05	Natanael Romero	06/12/2025	61.61
105291	ROSAS02	Jallene Rosas	06/12/2025	75.00
105292	ROSENO	RSG	06/12/2025	292.50
105293	SAN20	Olivia Sanchez	06/12/2025	20.00
105294	BUCK01	Cameron J Saylor	06/12/2025	2,785.98
105295	SUNBEL02	Sunbelt Rentals	06/12/2025	884.11
105296	TAPIA04	Janell Tapia	06/12/2025	75.00
105297	TAPIA01	Matthew Tapia	06/12/2025	138.09
105298	TONG01	Alex Tong	06/12/2025	65.85
105299	TORRE10	Amanda Torres	06/12/2025	75.00
105300	UNITED11	United Site Services of CA Inc	06/12/2025	589.70
105301	VALDI01	Jose Valdivia	06/12/2025	2,108.87
105302	VALLEY01	Valley County Water District	06/12/2025	22,053.76
105303	VIDA01	Michael Vidal	06/12/2025	200.00
105304	WALT01	Walters Wholesale Electric Co.	06/12/2025	487.16
105305	HDSUP01	WHITE CAP, L.P.	06/12/2025	180.28
105306	WILS10	Benny Wilson	06/12/2025	75.00
105307	ZEPEDA07	Priscilla Zepeda	06/12/2025	75.00
105308	CALIFO56	California State Disbursement Unit	06/12/2025	604.15
105309	CALIFO57	California State Disbursement Unit	06/12/2025	143.07
105310	LOSANG31	Los Angeles County Sheriff's Dept.	06/12/2025	104.77
105311	CINGULAR	AT & T Mobility	06/19/2025	445.20
105312	BLACKA	Black & White Emergency Vehicles	06/19/2025	3,793.64
105313	CIVIC02	CivicPlus, LLC	06/19/2025	320.00
105314	CLOUD02	CloudCompli, Inc	06/19/2025	3,937.00
105315	COUNTY04	County of Los Angeles	06/19/2025	9,558.84
105316	CWA01	CWA AIA, Inc	06/19/2025	11,013.38
105317	CWE01	CWE	06/19/2025	32,249.58
105318	ENVIRO05	Environmental Science Associates (ESA)	06/19/2025	34,546.02
105319	FCG01	FCG Consultants Inc.	06/19/2025	4,975.08
105320	FILLG01	Fill Good Landscaping	06/19/2025	415.00
105321	FWEP01	FWEP Aquisitioin Inc	06/19/2025	599.59
105322	GEN01	General Technologies and Solutions (GTS) LI	06/19/2025	20,615.90
105323	GEOLOG	Geologic Associates	06/19/2025	28,076.05
105324	GWMA01	GWMA	06/19/2025	3,787.67
105325	ITERIS	Iteris, Inc.	06/19/2025	5,255.46
105326	LANDSC	Landscape Warehouse III Inc.	06/19/2025	398.10
105327	LSA01	LSA Associates, Inc.	06/19/2025	8,822.50
105328	MAINT01	Maintex	06/19/2025	197.76
105329	MIDAS	Manuel C Muratalla	06/19/2025	171.24
105330	MOTOR02	Motorola Solutions	06/19/2025	20,442.45
105331	NATION40	Nationwide Fleet Installations	06/19/2025	540.00
105332	NOLA01	Nolasco Plumbing Inc.	06/19/2025	675.00
105333	OFFICE03	ODP Business Solutions, LLC	06/19/2025	768.84
105334	SECT01	Sectran Security Inc.	06/19/2025	136.98
105335	SOUTH09	Southern Computer Warehouse Inc,	06/19/2025	690.14
105336	ULINE01	Uline	06/19/2025	3,465.66
105337	WESTER02	Western Supreme Rooter, Inc.	06/19/2025	1,670.00
105338	HDSUP01	WHITE CAP, L.P.	06/19/2025	101.93

Report Total (153 checks): 465,746.17

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Accepting and approving the FY 2025-2026 operating budget, reallocation of previously donated funds, and carry forward of previous year's budget of the Irwindale Community Foundation

City Manager's Recommendation:

It is recommended that the City Council **adopt Resolution No. 2025-52-3640** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ACCEPTING AND APPROVING THE IRWINDALE COMMUNITY FOUNDATION FISCAL YEAR 2025-2026: 1) OPERATING ANNUAL BUDGET; 2) REALLOCATION OF PREVIOUSLY DONATED FUNDS; AND 3) CARRYFORWARD PREVIOUS YEAR'S BUDGET."

Administrative Action:

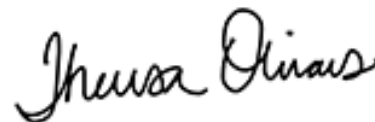
Submitted/Prepared by:

Kambiz Borhani, Finance Director / City Treasurer



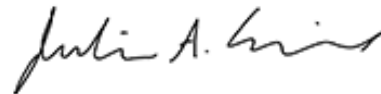
Reviewed by:

Theresa Olivares, Assistant City Manager



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Community Foundation (ICF) anticipates receiving its last donation of \$250,000 from Huy Fong Food donations the ICF has received in prior fiscal years. In line with the ICF's mission, the ICF Board allocates donated funds to benefit the Irwindale community, and the ICF Board typically considers city programs and services in the areas of A

On March 18, April 29, and May 27, 2025, staff presented ICF's proposed fiscal year ("FY") 2025-2026 \$34,500 operating

Director's \$135,784 funding request for the next fiscal year's community programs, activities, and events. Also, from the FY 2024-2025 budget, \$107,427.62 remained to be considered for reallocation towards these requests and, after reviewing the foregoing, the City Council determined that additional funding of \$74,100 was needed to cover these community benefits and/or services. The City Council approved the budget, the plan for reallocation of previously donated amounts, and an appropriation of an additional \$74,100 to the FY 2025-2026 budget.

<u>Fiscal Year 2025-2026</u>	<u>Amount</u>
ICF Operating Budget	\$34,500
<u>Divisions</u>	<u>Relocation and/or Additional Amount</u>
Aquatics	\$15,000
Library	\$7,140
Public Works Services	\$750
Recreation	\$71,940
Senior Center	<u>\$40,954</u>
TOTAL	\$135,784

A resolution has been prepared to appropriate the funds in accordance with the approved expenditure plan as detailed in Attachment A.

Fiscal Impact:

Approving Resolution No. 2025-52-3640 will authorize the City to record the available reallocation amount of ICF's previously donated funds, appropriation of an additional \$74,100, and disbursement of those funds into proper expenditure budgets for Aquatics, Library, Public Works Services, Recreation, and Senior Center. The appropriations will allow the department/division(s) to offer the recommended programs, services, and activities listed in Attachment "A" for the benefit of the Irwindale community.

The City Council also authorizes staff to appropriate and expend ICF's \$34,500 operating budget in accordance with the FY 2025-2026 proposed budget approved by the ICF Board.

Attachments:

1. Resolution No. 2025-52-3640
2. Attachment A

RESOLUTION NO. 2025-52-3640

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE ACCEPTING AND APPROVING THE IRWINDALE
COMMUNITY FOUNDATION FISCAL YEAR 2025-2026: 1)
OPERATING ANNUAL BUDGET; 2) REALLOCATION OF
PREVIOUSLY DONATED FUNDS; AND 3) CARRYFORWARD
PREVIOUS YEAR'S BUDGET**

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

WHEREAS, the Irwindale Community Foundation anticipates receiving a its final generous donation in the amount of \$250,000 from Huy Fong Foods, Inc in FY 2025-2026; and

WHEREAS, during the board meetings on March 18, April 29, and May 27, 2025, the Irwindale Community Foundation Board approved a reallocation of previously available donated funds and appropriation of additional \$74,100 to the City of Irwindale; and

WHEREAS, the City Council hereby accepts and approves the reallocation of previously donated funds, the additional \$74,100 appropriation, and disbursement of the appropriate the donated funds to the departments/divisions of Aquatics (\$15,000), Library (\$7,140), Public Works Services (\$750), Recreation (\$71,940), and Senior Center (\$40,954); and

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

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

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

Section 2. The City Council hereby formally accepts and approves the \$135,784 budget donations to those departments/divisions which consists of reallocation of previously donated funds and new appropriation of \$74,100 from the Irwindale Community Foundation to the City.

Section 3. The City Council hereby approves and authorizes the reallocation available amounts previously donated funds plus additional appropriation of \$74,100 as approved by the Irwindale Community Foundation, and as itemized on Attachment "A". City Staff shall coordinate with the Irwindale Community Foundation and are authorized to take all actions reasonably necessary to carry out the intent and purpose of this Resolution.

Section 4. The City Council hereby authorizes staff to appropriate and expend Irwindale Community Foundation \$34,500 operating budget in accordance with FY 2025-2026 budget approved by the Irwindale Community Foundation Board.

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

PASSED, APPROVED and ADOPTED this 25th day of June 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-xx-xxxx was duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 25th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, MMC
Chief Deputy City Clerk

Attachment "A"

FY 2025-2026 ICF BUDGET AND CITY FUNDING REQUESTS FINAL MAY 27, 2025

ADMINISTRATIVE BUDGET			
ITEM	DESCRIPTION	ICF BUDGET	# of Participants
Administrative Costs	Bank Fees, Audit Services, Legal Services, Tax Filings, CivicClerk	9,600	N/A
Supplies	Printing Services, Stamps, Envelopes	1,500	N/A
TOTAL ADMINISTRATION BUDGET		11,100	

OPERATING BUDGET			
ITEM	DESCRIPTION	ICF BUDGET	# of Participants
Graduate Recognition	Yard Signs, Banners, Gift Cards	5,000	20
Mayor's Prayer Breakfast	Breakfast, beverages, supplies, miscellaneous expenses	1,900	75
Young Citizen Competition	Scholarship Awards to contestants (1st - \$1000, 2nd - \$300, 3rd - \$200)	1,500	3
Annual Gift Card Giveaway	Holiday Giftcards (200 Giftcards @ \$75 each)	15,000	200
TOTAL OPERATING BUDGET		23,400	
TOTAL ICF BUDGET		34,500	

AQUATICS			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Aquatics Expo	Snow Cone truck, promotional materials, decorations, and supplies	2,000	70+
Red, White and BBQ	Interactive water games, decorations, promotional items and supplies	1,000	100+
Luau	One (1) end of summer luaus - Food, entertainment, and decorations	7,000	100/event
Shark Shack	Operating supplies (nacho condiments, hot dogs/buns, bowls, beverages, sunblock, etc)	5,000	500+
TOTAL AQUATICS		15,000	

LIBRARY			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Hotspot Service	Data service for hotspot devices.	2,640	113 circs in 2023
Storybook Walks	Four (4) storybook walks to be displayed outside of library and park to encourage reading and a healthy lifestyle.	3,000	50-100/event
Promotional Items	Purchase incentive items for various events offered by the library (i.e. summer reading program, book festival, CVUSD school events, health fair, etc.)	1,500	100
TOTAL LIBRARY		7,140	

PUBLIC WORKS SERVICES			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Program Supplies	Public Services Maintenance community classes (birdhouses, bird feeder, wind chime, etc)	750	50
TOTAL PUBLIC WORKS SERVICES		750	

RECREATION			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Cheer Uniforms	24 cheer uniforms, purchased every 2 years; FY 25-26 is year 1 of 2	7,200	24
Teen/Day Camp Trip	Disneyland trip for Day Camp (40 children) and Teen Trip (22 teens) on 8/2/2025	9,000	62
Special Events - Christmas	Snow Zone (snow, hay, DJ, additional activities)	6,000	300+
Supplies	Supplies & four (4) trips @1,500 each for RockAbilities Program	16,100	100/event
Silent Sound System	50 noise canceling headphones for hearing sensitive patrons to participate in Recreation offerings (silent disco, silent bingo, silent cinema)	3,600	150/event
Kindness Krew	Giveaways, donations and more	1,000	100+
Contracted Instructors & Officials	Classes for fitness, art, dance, and more	12,000	12 students/class
Family Trips	Family Trip - NFL game	4,000	40
Adult Trips	Two (2) Adult Fishing Trips	13,040	40
TOTAL RECREATION		71,940	

SENIOR CENTER			
ITEM	DESCRIPTION	FUNDING REQUEST	# of Participants
Field Trips	Increased entrance fees and new/added field trips.	5,000	23
Healthy Irwindale	6-week healthy challenge	1,410	15-20/week
Class Supplies	Supplies for greeting card making; ceramic, canvas, rock, wine bottle painting, greeting cards, sweing class supplies.	4,900	60
Instructors	Sewing Class, Gentle Mat Yoga, and Zumba Gold.	9,225	65
Book Club	Book Club year-round	1,700	10/monthly
Special Events	6-week Summer Senior Day Camp - games, crafts, picnic, and other items	1,200	20/week
Special Events	Annual Valentine's Dance, Hawaiian Luau, Mexican Independence, and New Year's dance.	7,000	60/event
Monthly Birthday Celebrations		4,000	60
	Increased cost on birthday meals, cakes, kitchen supplies, and eco lab dishwasher supplies.		
Billiard Tables and Piano	Annual maintenance for two billiard pool tables and senior center piano	2,200	15/daily
Special Events	Street banners to display on Arrow Hwy for events	4,319	N/A
TOTAL SENIOR CENTER		40,954	

TOTAL ICF BUDGET	34,500
TOTAL DONATIONS TO THE CITY OF IRWINDALE	135,784
TOTAL	170,284

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of Resolutions Relating to Compensation for City Employees and Approval of New Job Classifications and Associated Job Specifications

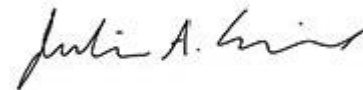
City Manager's Recommendation:

1. **Adopt Resolution No. 2025-53-3641** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND ASSOCIATED JOB SPECIFICATIONS"; and
2. **Adopt Resolution No. 2025-55-3643** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE SUPERSEDING AND REPLACING RESOLUTION NO. 2024-63-3540, AND ADOPTING A SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES"; and
3. **Adopt Resolution No. 2025-54-3642** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-114-3591, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES."

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager



Prepared by:

Mary Hull, Human Resources / Risk Manager



Reviewed by:

Adrian R. Guerra, City Attorney

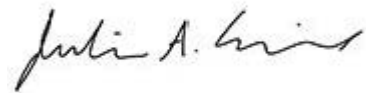


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

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

Classification Resolution No. 2025-53-3641

As part of the adoption of Ordinance No. 798, which approved the Fiscal Year 2025-26 Budget, the City Council authorized various personnel changes, including the funding of several new job classifications. These new classifications include:

- Aquatics Assistant
- Plan Check Engineer
- Supervising Librarian

To formalize these changes, staff recommends adoption of Resolution No. 2025-53-3641, which approves the new job classifications and associated job specifications.

In compliance with the Meyers-Milias-Brown Act (Government Code § 3500 et seq.), the City has met and conferred with the Irwindale City Employees Association (ICEA) and the Irwindale Management Employees Association (IMEA) regarding these new classifications.

Unclassified Management Resolution No. 2025-55-3643

Compensation and benefits for unrepresented management employees are implemented by resolution and typically aligned with the terms negotiated with the City's recognized employee associations. Resolution No. 2025-55-3643 proposes the following adjustments, consistent with negotiated

agreements:

- A four percent (4%) Cost of Living Adjustment (COLA)
- Increases to employee CalPERS contributions as follows:
 - 1% for Miscellaneous Classic Members
 - .5% for Miscellaneous PEPRA Members
 - 1.5% for Sworn Classic Members
 - 1% for Sworn PEPRA members

Compensation Resolution No. 2025-54-3642

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It sets forth the authorized number of employees along with titles and compensation levels for unclassified management positions, unaffiliated and/or unrepresented unclassified at-will part-time positions, and full-time represented positions. It was most recently updated on December 19, 2024, through the City Council's adoption of Resolution No. 2024-114-3591.

The salary range schedule incorporated in proposed Resolution No. 2025-54-3642 provides a four percent (4%) cost of living adjustment (COLA) for all full-time positions, effective the first payroll period commencing on or after July 1, 2025, in accordance with the approved Memoranda of Understanding by and between the City of Irwindale and the Irwindale City Employees Association (ICEA), the Irwindale Management Employees' Association (IMEA), the Irwindale Police Officers' Association (IPOA), and Resolution No. 2025-55-3643 , which is being concurrently considered herewith, relating to the compensation and benefits of unclassified, unrepresented management employees. All full-time employees will contribute additional amounts toward their CalPERS retirement benefits through cost sharing of the employer's contribution. The salary schedule also provides a four percent (4%) COLA for all part-time employees.

In addition, proposed Resolution No. 2025-54-3642 reflects the following personnel adjustments approved through the adoption of the FY 2025-26 Budget:

1. Unfund one (1) represented, classified full-time Accountant position, two (2) represented, classified full-time Administrative Secretary positions, and one (1) represented, classified full-time Building Inspector position.
2. Fund one (1) represented, classified full-time Aquatics Assistant position, one (1) represented, classified full-time Finance Analyst position, two (2) represented, classified full-time Management Analyst positions, one (1) represented, classified full-time Plan Check Engineer position, and one (1) represented, classified full-time Supervising Librarian position.

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

Fiscal Impact:

The compensation adjustments reflected in Resolution No. 2025-54-3642 are included in the FY 2025-26 adopted budget.

Attachments:

1. Resolution No. 2025-53-3641
2. Resolution No. 2025-55-3643
3. Resolution No. 2025-54-3642

RESOLUTION NO. 2025-53-3641

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE APPROVING NEW JOB CLASSIFICATIONS AND
ASSOCIATED JOB SPECIFICATIONS**

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

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

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

WHEREAS, the City desires to add new job classifications with associated job specifications; and

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

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Job Classifications and Associated Job Specifications Ordered Approved and Adopted.

The City Council hereby approves and adopts the Aquatics Assistant job classification and associated job specification attached hereto as Exhibit A.

The City Council hereby approves and adopts the Plan Check Engineer job classification and associated job specification attached hereto as Exhibit B.

The City Council hereby approves and adopts the Supervising Librarian job classification and associated job specification attached hereto as Exhibit C.

SECTION 3. Certification

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

PASSED, APPROVED AND ADOPTED this 25th day of June 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 Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-53-3641 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 25th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

AQUATICS ASSISTANT

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

SUMMARY DESCRIPTION

Under general supervision, assists in planning, promoting, coordinating, and conducting a variety of aquatics activities, programs, and services; performs a variety of general office support, clerical, and routine administrative work; required to perform basic maintenance; may perform lifeguard and swim instruction duties as necessary.

REPRESENTATIVE DUTIES

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

1. Assists in developing and expanding new and existing aquatics programs, events, and swim instruction offerings based on community needs and participation trends.
2. Supports the coordination, scheduling, and implementation of aquatics programs, swim classes, and special events, including interdepartmental events.
3. Creates and manages all Aquatics Center communications, including updating the website, developing flyers, calendars, and social media content, and managing seasonal marketing; contributes to the City newsletter and other publications.
4. Performs swim instruction and water safety, when necessary, by teaching swim lessons, enforcing rules, making rescues and rendering First Aid and/or cardiopulmonary resuscitation (CPR); assumes responsibility in cases of incidents.
5. Assists in the maintenance of aquatic facilities; monitoring pool water chemistry, taking water quality samples and adjusting chemical levels as needed; inspecting and observing facility to ensure maintenance of safety standards, sanitary conditions, and orderly conduct; ensures chemicals, equipment and materials are properly handled and safely stored when not in use; ensures regular and adequate cleaning of the surrounding pool area, lobby, changing rooms, storage areas, chemical room and deck.
6. Assists in determining, ordering, and maintaining supplies and materials necessary for aquatics programming, facility operations, and events.
7. Prepares, processes, and inputs staff payroll; assists with employee scheduling and tracks staff hours.
8. Completes and reconciles daily cash receipts and assists with monitoring program-related expenditures; processes invoices and tracks purchases to ensure budget compliance. Supports in the preparation of aquatics division budget.
9. Coordinates the annual Spring, Summer, Late Summer and Fall Registration processes, including preparation of materials, scheduling, and training of staff to support a smooth and efficient registration experience.
10. Oversees and participates in the deep cleaning and upkeep of the Aquatics Center, in coordination with support staff.

CITY OF IRWINDALE
Aquatics Assistant (Continued)

11. Assists in the operation and customer service of the Shark Shack and Rosie's Treasures, ensuring quality guest experiences and inventory control.
12. Supports the planning and facilitation of staff training, ensuring staff readiness for programs, safety procedures, and customer service standards.
13. Adheres to City and departmental policies and procedures.
14. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:

Operations, services and activities of a public swimming pool, its activities and the aquatics facility.
Principles and practices of program administration.
Basic principles and practices of budget preparation and administration.
Principles and practices of public relations.
Common recreational and social needs of various age groups.
Rules and regulations of the aquatics facility.
Principles and practices of swimming, life guarding and water safety.
Principles and techniques involved in teaching swimming at all levels.
Methods and techniques of first aid and CPR.
Appropriate safety precautions and procedures within the area of assignment.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Basic principles of pool equipment and maintenance including pool sanitation and chlorination system.
Pertinent Federal, State and local codes, laws and regulations.

Ability to:

Coordinate the operations of programs and the aquatic facility.
Understand the organization and operation of the organization.
Prepare clean, concise reports and maintain accurate records and reports.
Assist with the development of community-based aquatics programs suited to the needs of the community.
Plan and organize work to meet changing priorities and deadlines.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
React quickly and calmly in emergency situations.
Provide proper instruction in swimming and water safety.
Exercise sound judgment.
Respond to emergency situations and administer first aid and CPR as necessary.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:

Equivalent to the completion of the twelfth grade supplemented by college level course work in recreation, physical education, public administration, or a related field.

Experience:

One year of relevant aquatics program experience.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of a First Aid certificate.

Possession of a Lifeguard certificate.

Possession of a CPR/AED for the Professional Rescuer certificate.

Possession of a Water Safety Instruction (WSI).

Possession of a Lifeguard Instructor certificate is highly desirable; must obtain within one year of appointment.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Incumbents are required to work at a public pool and are exposed to inclement weather conditions, potentially hazardous chemicals, harsh or toxic substances and vapors; work in water; incumbents may be required to work evenings, weekends, and holidays

Physical: Incumbents require sufficient mobility for sitting, standing, walking, stooping, reaching, bending, climbing and swimming; moderate to heavy lifting, carrying, pushing and pulling; physical ability and mobility to work in an office and aquatics facility setting; to stand or sit for prolonged periods of time; to operate office equipment or maintenance equipment requiring repetitive hand movement and fine coordination including use of computer keyboard or pool equipment such as a vacuum, blower, net, etc.; and to verbally communicate to exchange information..

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

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

Date: July 2025

EXHIBIT B

CITY OF IRWINDALE

PLAN CHECK ENGINEER

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

SUMMARY DESCRIPTION

Under general direction, receives and checks plans and designs for complex structures, new and remodeled commercial, industrial and residential buildings to ensure compliance with governing codes, ordinances, and regulations; assists inspectors, contractors, design professionals and the public regarding construction requirements; provides expert technical and professional assistance to the Director of Engineering / Building Official; and performs related work as required.

REPRESENTATIVE DUTIES

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

1. Provides information at the public counter regarding the Building Codes and Ordinances including regulations on occupancies, structures, fire life safety issues, accessibility, energy conservation and other construction related issues.
2. Performs over-the-counter plan check of fences, walls, small room additions, remodels, patios, decks, garages, and other small construction projects.
3. Reviews building plans for sufficiency and code compliance.
4. Research construction products and techniques for code approval.
5. Reviews building plans, details, structural calculations, and specifications submitted with development permit applications to ensure completeness and conformance with all required State of California Title 24, including Building, Electrical, Mechanical, Plumbing, Energy, Green and Grading codes, State disabled access related codes, and the City's municipal code, and local ordinances.
6. Determines compliance with California Building, Electrical, Mechanical, Plumbing, Energy and Green Building Standards Code, and pertinent provisions of State, County, & local ordinances.
7. Confers with architects, engineers, contractors, builders and general public to resolve complaints and answer questions regarding plan check correction lists, conditions of permit approvals, and use of alternative methods or materials.
8. Initiates appropriate action to enforce code compliance.
9. Performs professional engineering work in reviewing, analyzing, and approving plans, specifications, and supporting documentation of commercial and industrial buildings and residential structures for overall code compliance.
10. Reviews permit applications, plans, calculations, and specifications of buildings and structures for compliance with structural and non-structural design.
11. Conducts field inspections and structural observation to ensure code compliance.
12. Provides technical assistance and coordinates plan check activities with other City departments, external engineers, architects, and contractors, outside agencies, and the public.

CITY OF IRWINDALE
Plan Check Engineer (Continued)

13. Interprets and explains requirements and restrictions relative to building codes, ordinances, regulations, policies and procedures.
14. Assists Director of Engineering / Building Official in performing structural and civil engineering tasks that are part of City projects.
15. Participates in the development of division policies and procedures for a variety of Building Division needs.
16. Provides direct supervision to professional, technical engineering and clerical staff; participates in recommending the appointment of personnel; provides or coordinates staff training; works with employees to correct deficiencies.
17. Formulates recommendations regarding use of consultants and monitors performance and consulting contracts.
18. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:

Principles and practices of the California Building, Plumbing, Mechanical, and Electrical Codes, other uniform codes, State Title 24, laws relating to disabled access, and pertinent State and City codes and ordinances and regulations.

Principles of structural design, plan checking, building inspection, architectural plan review, energy standards, and disabled access or Americans with Disabilities Act (ADA).

Computer applications in building.

Principles, practices and methods of structural and building plan review.

Practices for documenting plan checking procedures, correcting discrepancies and carrying through on court procedures.

Civil engineering principles, techniques, policies, and procedures.

Construction methods, materials, tools and equipment used for complex residential, commercial and industrial construction, and principles of structural engineering.

Methods, materials, tools and safety practices of the building, plumbing, and electrical trades.

Applicable State and Federal building, plumbing, electrical, mechanical, life safety, energy and related codes.

Legal processes and considerations involved in prosecuting violations of the building codes and ordinances.

Principles and practices of budget preparation and administration.

Principles of supervision, training, and performance evaluation.

Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Read and interpret building plans, specifications, and codes.

Examine and correct building plans, calculations and specifications in a rapid, uniform and accurate manner.

Analyze, evaluate and solve or recommend effective solutions to building and code problems and issues.

Interpret and consistently apply complex laws, codes, regulations and ordinances.

Provide clarification and guidance regarding the application of codes, regulations, and ordinances.

Evaluate legal violations and take appropriate action.

CITY OF IRWINDALE
Plan Check Engineer (Continued)

Make structural calculations necessary to determine the adherence of structural plans to code requirements.

Plan and organize work to meet changing priorities and deadlines.

Work cooperatively with other departments, City officials, and outside agencies.

Respond tactfully, clearly, concisely, and appropriately to inquiries from the public or other agencies on sensitive issues in area of responsibility.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in civil engineering or related field.

Experience:

Five years of progressively responsible experience in civil, or structural engineering designs, structural calculations and building plan checking including two years of administrative and supervisory responsibility.

License or Certificate:

Possession of an appropriate, valid driver's license.

Valid registration as a Professional Engineer in the State of California.

Certification as a Building Plans Examiner issued by the International Code Council or other authorizing agency desirable and must be obtained within twelve months of appointment.

Certification from the California Access Specialists program (CAsp) desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office environment with some travel to different sites; occasionally works in outside weather conditions; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

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

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

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

Date: July 2025

EXHIBIT C

CITY OF IRWINDALE

SUPERVISING LIBRARIAN

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

SUMMARY DESCRIPTION

Under general direction, plans, organizes, directs, and supervise in the work of assigned library personnel; plans and implements a variety of library activities and programs, including public, technical and/or virtual library services; performs difficult and complex professional library work.

REPRESENTATIVE DUTIES

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

1. Participates, recommends and assists in the development and implementation of goals and objectives, policies and procedures. Makes recommendations for changes and improvements to existing standards, policies, and procedures; establishes schedules and methods for a variety of library programs and activities; monitors work activities to ensure compliance with established policies and procedures.
2. Plans, prioritizes, assigns, supervises and reviews the work of assigned staff involved in library activities.
3. Participates in budget preparation and administration; prepares cost estimates for budget recommendations; submits justifications for materials and supplies; monitors and controls expenditures.
4. Participates in the selection of staff; provides or coordinates staff training; works with employees to correct deficiencies; conducts performance evaluations.
5. Researches, develops and implements programs, activities, and events to promote library use and awareness of library services.
6. Performs the most difficult professional work in providing reference and reader's advisory services to the public; familiarizes and trains library patrons in the use of library facilities and materials; assists patrons on selection of appropriate material.
7. Provides expertise related to collection development and management including purchasing, classification, cataloging, and discarding of collection based upon community needs and established procedures.
8. Oversees maintenance, use, and security of assigned library facilities; oversees library technology related to automated systems, databases, technical innovation, and related hardware and software used by staff and customers; oversees and participates in the installation of software, system configuration and software and hardware troubleshooting in support of the City's virtual library.
9. Evaluates operations and activities library; implements improvements and modifications; prepares various reports on operations and activities; plans and forecasts future technology needs and improvements to enhance library services and activities.
10. Coordinates assigned activities with other City divisions or departments, local schools and outside agencies.

CITY OF IRWINDALE
Supervising Librarian (Continued)

11. Answers questions and provides information to the public; investigates complaints and recommend corrective action as necessary to resolve complaints.
12. Builds and maintains positive working relationships with co-workers, other City employees and the public using principles of good customer service.
13. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of libraries; incorporates new developments as appropriate into programs.
14. Serves as department liaison and works with program participants, community groups, and school officials regarding programs, activities, and special events.
15. Performs related duties as required.

QUALIFICATIONS

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

Knowledge of:

Operations, services, and activities of a comprehensive library program.
Principles and practices of library operations, services, and activities.
Principles and practices of collection development, circulation, programming information and technical services.
Methods and techniques of customer service.
Knowledge of theories, principles, and practices of library science.
Emerging trends and research in the field of library science.
Principles and practices of budget preparation and administration.
Principles of supervision, training, and performance evaluation.
Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Supervise, organize, and review the work of assigned staff and perform the most difficult and complex professional library work.
Participate in the selection, training, and evaluation staff.
Recommend and implement goals, objectives, policies and procedures for providing library services and programs.
Understand the organization and operation of the organization and of outside agencies as necessary to assume assigned responsibilities.
Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
Prepare clear and concise reports.
Participate in the preparation and administration of assigned budgets.
Develop and administer community-based programs suited to the needs of the community.
Plan and organize work to meet changing priorities and deadlines.
Effectively represent the department to outside individuals and agencies to accomplish the goals and objectives of the unit.
Work cooperatively with other departments, City officials, and outside agencies.
Respond tactfully, clearly, concisely, and appropriately to inquiries from the public, library staff, or other agencies on sensitive issues in area of responsibility.
Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

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

Education/Training:

A master's degree from an accredited college or university in Library and Information Science or related field.

Experience:

Three years of increasingly responsible experience performing professional library duties, including one year of lead supervisory experience.

License or Certificate:

Possession of an appropriate, valid driver's license.
Possession of a CPR and First Aid certificate.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

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

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

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

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

Date: July 2025

RESOLUTION NO. 2025-55-3643

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE SUPERSEDING AND REPLACING RESOLUTION NO.
2024-63-3540, AND ADOPTING A SCHEDULE OF SALARIES AND
BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES**

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

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

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

WHEREAS, the City of Irwindale City Manager has the authority to appoint, remove, promote, and demote any officers and employees of the City, including Department Directors, pursuant to Irwindale Municipal Code Section 2.08.050; and

WHEREAS, the City currently has Department Director classifications that include the Assistant City Manager, Chief of Police, Community Development Director, Director of Engineering/Building Official, Finance Director/City Treasurer, and Public Services Director (hereinafter collectively referred to as "Directors"); and

WHEREAS, on August 28, 2024, the City Council adopted Resolution No. 2024-63-3540 for unclassified, unrepresented management employees, which outlines the compensation and benefits of said employees; and

WHEREAS, the City Council desires to replace Resolution No. 2024-63-3540 with this Resolution to reflect compensation and benefit adjustments.

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

SECTION 1. This Resolution shall supersede and replace Resolution No. 2024-63-3540 in its entirety. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein.

SECTION 2. The City Council hereby approves the Schedule of Salaries and Benefits for Unclassified Management Employees effective the first payroll period commencing on or after July 1, 2025, attached as Attachment A. In the event the City Manager desires to exceed any of the parameters set forth therein, City Council authorization shall be required.

SECTION 3. The Chief Deputy City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 25th day of June 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. 2025-55-3643 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 25th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

ATTACHMENT A

SCHEDULE OF SALARIES AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

ARTICLE 01 INTRODUCTION

SECTION 01.01 AFFECTED EMPLOYEES

This Schedule of Salary and Benefits for Unclassified Management Employees ("Schedule") shall be in force and effect for the following classifications of Unclassified Management employees with the City of Irwindale ("City"), hereinafter referred to as the "Affected Employee(s)":

Assistant City Manager
Chief of Police
Community Development Director
Director of Engineering/Building Official
Finance Director/City Treasurer
Public Services Director

ARTICLE 02 SALARY & DUTIES

SECTION 02.01 BASIC COMPENSATION PLAN

There is hereby maintained and restated a basic compensation plan for the Affected Employees who are now employed, or will in the future be employed, in any of the designated positions of employment set forth in Article 1, Section 01.01 above. The salary and wage schedules set forth in Exhibit A shall constitute the basic compensation plan for these Affected Employees consisting of a range of pay available and identified by position. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

SECTION 02.02 SALARY AND WAGE SCHEDULE

The salary ranges for Unclassified Management employees reflected in Exhibit A (Unclassified Management Salary Schedule), are effective the first payroll period commencing on or after July 1, 2025, and reflect that Affected Employees covered by this Resolution receive a four percent (4%) base salary increase.

The initial salary for new hires and promoted employees shall be between the "Minimum" and "Maximum" salary range for the applicable position. The City Manager shall have sole discretion to appoint a new hire to a salary commensurate with the prospective employees' education, experience and qualifications as they relate to the classification.

SECTION 02.03 EMPLOYMENT STATUS

The employment of Affected Employees with the City is "at-will" serving solely at the pleasure of the City Manager and Affected Employees are subject to dismissal without notice and without cause whatsoever; and without any right of due process hearing, including any so-called "Skelly" pre-disciplinary notice and response or post-termination appeal hearing. In the event of such voluntary or involuntary termination, the sole and entire right of any Affected Employee shall be to receive compensation, if any, which vested prior to the date of the termination, and those severance benefits, if any, as provided for herein under Article 13, Sections 13.01 and 13.02.

SECTION 02.04 FLSA EXEMPT STATUS

The City designates the Affected Employees as exempt from overtime for purposes of the Fair Labor Standards Act ("FLSA"). The City shall comply with all applicable state and federal standards, regulations and laws relative to its designations of these employees as exempt for FLSA purposes.

SECTION 02.05 OTHER ACTIVITIES

Affected Employees shall focus their professional time, ability, and attention to City business during term of employment with the City. Employee shall not engage, without the express prior written consent of the City Manager, in any other business, duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of their position.

SECTION 02.06 ADVANCEMENT WITHIN SCHEDULE

An Affected Employee shall be considered for advancement within the steps of the salary range for their respective classification set forth above at the discretion of the City Manager. Salary advancement for employees in classifications covered by these Rules shall be based upon the employee's overall performance rating as demonstrated in their Annual Performance Review as determined by the initial appointment date.

The City Manager may authorize accelerated movement through the salary range for exceptional performance or to address compaction issues related to other classifications within the Affected Employee's own department.

SECTION 02.07 WORK SCHEDULES

Affected Employees are expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. The proper performance of the duties will require Affected Employees to generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:30 a.m. to 6:00 p.m., Monday through Thursday), and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Affected Employees such

reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. An Affected Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Affected Employees shall not be entitled to any compensation for overtime.

SECTION 02.08 CITY DOCUMENTS

All data, studies, reports and other documents prepared by Affected Employees while performing their duties during the term of employment shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Affected Employees in connection with the performance of their job duties shall be held confidential by Affected Employees to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by an Affected Employee, without the prior written consent of the City Manager, for any purposes other than the performance of their duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of their job duties, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

ARTICLE 03 OTHER COMPENSATION

SECTION 03.01 ANNUAL SERVICE AWARD PAY

Affected Employees shall be entitled on the fifth (5th) consecutive employment year with the City to "Annual Service Award" pay of thirty dollars (\$30.00) for each year worked, which shall be paid in December of the qualifying year at the Employee Annual Service Award Luncheon. If there is no Award Luncheon planned for the year, the annual service award pay will be paid the first pay day in December of the qualifying year. Affected Employees must still be employed by the City at the time of the payment to be eligible for this Annual Service Award pay.

SECTION 03.02 BILINGUAL PAY

The City shall pay Affected Employees an additional two and one-half percent (2½%) of base salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if an Affected Employee is proficient in Spanish and/or American Sign Language and is required to use such language(s) during the course of City business. This compensation will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year.

SECTION 3.03 CITY TREASURER STIPEND

Irwindale Municipal Code section 2.12.050 provides for a salary of fifty dollars (\$50.00) per month for the City Treasurer. Accordingly, the Affected Employee in the classification of Finance Director who is also appointed as City Treasurer shall be provided a Stipend in the amount of \$50.00 per month for the duration of the appointment as City Treasurer.

SECTION 03.04 EDUCATION INCENTIVE

Affected Employees shall be provided an education incentive as follows:

- A. **B.A./B.S. Degrees.** Affected Employees who have been awarded a Bachelors of Arts ("B.A.") or Bachelors of Science ("B.S.") degree will receive an additional one thousand five hundred dollars (\$1,500) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the over the twenty-six (26) bi-weekly pay periods in a calendar year.
- B. **Master's Degree.** Affected Employees who have been awarded a Master's degree will receive an additional one thousand eight hundred dollars (\$1,800) per year maximum as an education incentive bonus to their base compensation. This incentive will be earned and paid out on a pro-rata basis per pay period over the twenty-six (26) bi-weekly pay periods in a calendar year. An Affected Employee eligible for a Master's degree education incentive payment pursuant to this section 03.03 subsection B shall not be eligible for a B.A./B.S. degree education incentive payment pursuant to section 03.03 subsection A.
- C. In addition to the education incentive as reflected in section 03.04 subsection A and B, the classification of Chief of Police shall be entitled to receive bonus pay in addition to basic compensation for obtaining California Police Officers Standards and Training (P.O.S.T.) Certificates as set forth by the percentages of basic compensation below:

2 ½%	Bonus for Advanced Certificate;
2 ½%	Bonus for Supervisory Certificate;
2 ½%	Bonus for Management Certificate.

To be eligible for Education Incentive Pays, the coursework and/or degrees must be from an institution accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

The effective date of the incentive pay will be the date on the proof of education or certificate and will be retroactive to no more than thirty (30) days from when proof of education or certificate is received by Human Resources.

ARTICLE 04 HOLIDAYS

SECTION 04.01 HOLIDAY DATES

Affected Employees shall be entitled to the holidays listed below.

1.	New Year's Day	January 1
2.	Martin Luther King Jr. Day	Third Monday in January
3.	President's Day	Third Monday in February

4.	Cesar Chavez Day	March 31
5.	Memorial Day	Last Monday in May
6.	Independence Day	July 4
7.	Labor Day	First Monday in September
8.	Veterans Day	November 11
9.	Thanksgiving Day	Fourth Thursday in November
10.	Day After Thanksgiving Day	Fourth Friday in November
11.	Christmas Eve (1/2 Day)	December 24
12.	Christmas	December 25
13.	New Year's Eve (1/2 Day)	December 31

If any of the foregoing holidays fall on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday. For any holiday that falls on a Sunday, it will be at the City Manager's discretion as to whether it will be observed on the following Monday.

SECTION 04.02 FLOATING HOLIDAYS

At the beginning of each calendar year, Affected Employees shall be provided a total holiday leave bank for the calendar year of one hundred forty (140) hours per year for holidays, reduced by the number of scheduled holiday hours for that calendar year. (At the beginning of each calendar year, the City will determine and distribute its holiday schedule. When any of the holidays fall on a regular work day (Monday-Thursday) or a Sunday holiday which is celebrated on the following Monday, as determined by the City Manager, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5 hours to be deducted for ½ day holidays). In no event will such deduction result in a negative holiday bank account balance. Employee will be then be credited with the balance, if any, of the remaining holiday bank hours which may be used as floating holiday time in a manner similar to that of vacation time.

All floating holiday time must be used in the calendar year in which it was credited to Employee. Any and all unused floating holiday time will be cashed out in January of the following calendar year.

Upon separation of employment, all earned but unused floating holiday hours will be paid to the Affected Employee at the base hourly rate of pay then in effect.

ARTICLE 05 **SICK LEAVE AND VACATION LEAVE ACCRUAL**

SECTION 05.01 SICK LEAVE ACCRUAL

Affected Employees shall accrue 3.693 hours of sick leave on a bi-weekly basis (i.e. per pay period).

SECTION 05.02 PERSONAL LEAVE

Effective September 1, 2024, upon request and with department director pre-approval, Unit members may use up to forty (40) hours of sick leave as "Personal Leave" per calendar year. The appropriate use of Personal Leave may include such situations as lawyer's appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be

used to extend vacation time.

SECTION 05.02 VACATION LEAVE ACCRUAL

Affected Employees shall accrue vacation leave in accordance with the formula below. The number of hours accrued bi-weekly, based on service with the City of Irwindale only, is as follows:

Years of Service	Hours Accrued Bi-weekly
0-4	3.693
5	4.616
10	4.923
11	5.231
12	5.539
13 +	6.154

Accrual at the next highest incremental rate shall begin with the next pay period following Affected Employee's anniversary date of commencement of full-time continuous employment with the City.

Effective January 1, 2025, and going forward, the cap on vacation accrual shall be three hundred fifty (350) hours. Once an Affected Employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave will be accrued by the Affected employee until the accrual has been reduced below the cap. However, when, due to work circumstances and needs of the department, an Affected Employee is unable to utilize vacation leave, the City Manager may approve excess accumulated vacation, provided the Affected Employee reduces this total below the cap within six (6) months.

An Affected Employee shall not be eligible to utilize vacation leave during the first six (6) months of initial full-time employment with the City except with the prior approval of the City Manager.

ARTICLE 06 SICK LEAVE AND VACATION LEAVE CONVERSION

Affected Employees who elect to convert accrued vacation or sick leave to compensation as provided for herein shall be limited to a maximum of one hundred (100) total hours per fiscal year of accrued vacation or sick leave to be converted, and in compliance with the Department of Treasury, Internal Revenue Service (IRS) Section 1.451-1(a), must comply with the following:

1. Any vacation or sick leave conversion request must be made in writing using the form provided by Human Resources and must be received by Human Resources no later than December 15 of the calendar year prior to the end of the calendar year in which the employee wishes to convert such vacation or sick leave.
2. All vacation and/or sick leave conversion elections are irrevocable and cannot be changed or amended unless a written rescission is received in writing by Human Resources no later than December 15 of the calendar year prior to conversion.

3. Employees who fail to submit an election by December 15 of the calendar year prior to the conversion will not be eligible for vacation and/or sick leave converted to cash for that calendar year.
4. Payments for accrued vacation and/or sick leave conversion to cash shall be made by separate check four times a year (first pay period in September, December, March, and June).
5. Employees will be eligible for partial conversion to cash if the full amount of hours elected are not available at the elected time of cash out.
6. Affected Employees may not convert sick leave in an amount that shall reduce their sick leave balance to less than eighty (80) hours.
7. Effective January 1, 2025 and going forward, Affected Employees may not convert sick leave in an amount that would reduce their sick leave balance to less than two hundred (200) hours.

Sick leave payments upon termination or periodic conversion request will be provided as follows:

over 950 hours	25% of total sick leave value
571-950 hours	50% of total sick leave value
1st 570 hours	75% of total sick leave value

Upon termination from employment with the City, earned and unused vacation hours will be paid to the employee at the employee's base hourly rate of pay then in effect.

Affected Employees hired on or after August 29, 2024, shall not be eligible for elective sick leave cash out or cash out of sick leave upon separation of employment or retirement from the City.

Affected Employees hired on or after August 29, 2024, shall be eligible to bring with them up to one hundred (100) hours of sick leave from their prior employer, so long as a new employee's prior employer did not compensate the employee for their sick leave bank.

Affected Employees who are terminated for cause shall not be eligible for any sick leave cash out upon termination of employment.

ARTICLE 07

EXECUTIVE LEAVE

In recognition that Affected Employees are not entitled to receive overtime compensation despite devoting hours beyond the normal workweek, employees may be allowed to take executive leave upon approval of the City Manager.

All Affected Employees shall accrue executive leave at the rate of seventy (70) hours per year, which hours shall be credited to Affected Employees the first pay period in January of each calendar year. Executive leave hours must be used in the calendar year in which they were credited to the Affected Employee. All executive leave hours must be used in the calendar year in which they were credited to the Affected Employees. Executive leave has no cash value and

shall not be paid out or carried forward; and therefore, agreement to this section constitutes a waiver of Labor Code Section 227.3.

The policy set by the 2008 Partial Day Absences for Exempt Employees Memo (no leave deduction for absences lasting less than four hours in a single workday) is eliminated and instead Affected Employees will have hour-for-hour deductions to leave banks. In partial recognition of prolonged, uncommon, or exceptional hours of work beyond the standard work expectations for Affected Employees, City Manager may, at their discretion, adjust employees' work hours and allow Affected Employees to take time off without using accrued leave.

ARTICLE 8 **OTHER LEAVES**

SECTION 08.01 WORKERS' COMPENSATION

The City shall provide Workers' Compensation benefits in accordance with State Law and these provisions.

The City has the right to require the employee to go to a City selected physician, unless the employee has pre-designated a physician, to verify the reported injury/illness and if it restricts the employee from performing his or her regular job assignment.

A. NON-SWORN EMPLOYEES

Affected Employees who sustain a work-related injury or illness on-the-job and file a claim for workers' compensation benefits which is accepted, shall receive a sum which, when added to the amount of temporary disability payment, if any, will result in a payment equal to such an employee's regular compensation for a maximum period of one (1) year. The one (1) year period need not be consecutive if the employee's absence is directly traceable to a single incident. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental, life and AD&D insurance). Vacation and sick leave shall continue to accrue during this time.

B. SWORN EMPLOYEES

Base salary and benefit continuance for sworn Affected Employees shall be in accordance with California Labor Code Section 4850.

SECTION 08.02 JURY DUTY AND WITNESS LEAVE

A. JURY DUTY

Affected Employees shall receive full pay and benefits while responding to a jury summons or serving on a jury, for up to ten (10) working days. Any compensation for such jury duty (except travel pay) shall be remitted to the City.

B. WITNESS LEAVE

If an Affected Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency requiring an Affected Employee to serve as a

witness in a legal action, the Affected Employee shall be entitled to be absent from work at their regular rate of pay, provided that any fees, except mileage, are deposited with the City.

SECTION 08.03 MILITARY LEAVE

Military Leave requirements for Affected Employees shall be granted consistent with state and federal law pursuant to City's Personnel Rule 7.15.

SECTION 08.04 LEAVE OF ABSENCE WITHOUT PAY

Affected Employees may apply in writing to the City Manager for a leave of absence without pay. If the City Manager determines there is adequate justification to grant such a leave of absence and that the work of the department will not be significantly impacted by a temporary absence of the employee, the leave without pay may be authorized, with the condition that the employee be available by phone if the City Manager needs to contact him/her. The City Manager's decision is final and not subject to grievance or appeal. The City Manager may also terminate or cancel early any authorized leave by giving the employee notice of 10 calendar days. Notice will be given by any means including, but not limited to phone call, text, or U.S. mail.

Any Affected Employee requesting a leave of absence without pay shall utilize all of his/her executive leave, vacation time (and sick leave if appropriate) prior to the start of the leave without pay.

Any leave of absence without pay of 10 hours or more shall result in a pro-rata accrual of vacation, sick leave or holiday credits. A leave of absence without pay of thirty-eight (40) hours or more shall not result in a pro-rata reduction of employer paid health benefit payments.

SECTION 08.05 BEREAVEMENT LEAVE

Consistent with the City's Bereavement Leave Policy, Affected Employees shall be entitled to bereavement leave of up to five (5) working days (no more than forty (40) hours of which would be paid) per incident. If the Affected Employee requires more than forty (40) hours for bereavement, they may use vacation leave, executive leave, or sick leave available to the Affected Employee, with prior approval, where appropriate.

ARTICLE 9 EMPLOYEE BENEFITS

SECTION 09.01 MEDICAL BENEFITS

Medical Benefits shall be under the CalPERS medical program. The City pays one hundred percent (100%) of the premium for any CalPERS medical plan for Affected Employees and their eligible dependents as defined by CalPERS.

SECTION 09.02 DENTAL BENEFITS

The City pays one hundred percent (100%) of the premium for one of two dental plans offered by the City for Affected Employees and their eligible dependents. The City reserves the right to

unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 09.03 VISION BENEFITS

The City pays one hundred percent (100%) of the premium for a vision plan for Affected Employees and their eligible dependents. The City reserves the right to unilaterally change plans, plan administrators or insurance companies as long as any new plan affords equal or greater benefit coverage.

SECTION 09.04 MEDICAL, DENTAL & VISION INSURANCE PREMIUM OPT-OUT

Any Affected Employee who elects to opt-out of medical, dental & vision coverages offered by the City will be paid a cash benefit in lieu of said coverage equal to one half (1/2) of the average monthly cost to the City for single employee medical insurance coverage only (not including dental or vision), provided such Affected Employee can demonstrate, to the satisfaction of the City, that he/she has opted out of all three coverages and can demonstrate to the satisfaction of the City, that such Affected Employee has substantially equivalent medical coverage through some other insurance plan, which plan shall remain in full force and effect during the entire term of employment of such Affected Employee with the City. The City shall have the sole and unfettered right to determine whether such Affected Employee has satisfactorily demonstrated substantially equivalent medical coverage, and any such Employee seeking reimbursement from the City must, at least annually, provide written proof of such substantially equivalent medical coverage in a form satisfactory to the City. Payment shall be made bi-weekly through the regular payroll system.

SECTION 09.05 LIFE INSURANCE

The City shall provide and pay for a life insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents (\$5,000.00) each.

SECTION 09.06 ACCIDENTAL DEATH & DISMEMBERMENT POLICY (AD&D)

The City shall provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Affected Employees with coverage in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00).

SECTION 09.08 EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City shall pay the premium for participation in an Employee Assistance Program (EAP) for Affected Employees and their eligible dependents.

SECTION 09.09 STATE DISABILITY INSURANCE

Affected Employees are participants in the state-sponsored short-term disability program at no expense to the City.

SECTION 09.10 DEFERRED COMPENSATION

Effective September 1, 2024, the City will match up to one hundred dollars (\$100.00) per month of an Affected Employee's contribution to a City Authorized Deferred Compensation Plan authorized under Internal Revenue Code Section 457. The combined contribution between the City's and the employee's contribution to the City's Deferred Compensation Plan(s) cannot exceed the maximum permitted by law.

SECTION 09.11 FLEXIBLE SPENDING ACCOUNT

Affected Employees shall be eligible to participate in the City's Internal Revenue Code section 125 and 129 Flexible Spending Account plans, which are administered through a vendor selected at the City's sole discretion. The maximum contribution amounts shall be established in accordance with applicable laws. Employee participation in such plans is voluntary and Affected Employees shall be solely responsible for any desired plan contributions. The City does not provide legal or tax advice to Affected Employees as to whether dependent care and health care expenses are legally tax-deductible to or by them.

SECTION 09.12 UNIFORM ALLOWANCE- CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police shall receive an annual uniform allowance of One Thousand Four Hundred Dollars (\$1,400) in the second pay period of each July.

SECTION 09.13 SIDEARM – CHIEF OF POLICE

The Affected Employee in the classification of Chief of Police who separates from employment in good standing shall be entitled to purchase their duty weapon at fair market value.

SECTION 09.14 UNIFORM REIMBURSEMENT

Affected employees in the classifications of Director of Engineering/Building Official and Community Development Director shall receive a one-time reimbursement up to (\$200.00) for one (1) pair of safety shoes/boots as required by the City Manager.

SECTION 09.15 BUSINESS RELATED EQUIPMENT

The City shall supply each Affected Employee with a portable laptop computer or tablet (inclusive of office docking station).

SECTION 09.15 AUTOMOBILE ALLOWANCE

The Affected Employee in the classification of Chief of Police shall be provided with a vehicle, fuel, and maintenance for City-related and *de minimis* personal use. Any personal use beyond *de minimis* may be subject to the reporting requirements as taxable income, and any applicable taxes shall be the responsibility of the employee to pay and are not paid by the City.

SECTION 09.16 TUITION REIMBURSEMENT

Affected Employees applying for tuition reimbursement shall be initially eligible to receive tuition reimbursement of 20% of an allocated \$15,000, provided that such funds are available in the fiscal year such request is made by the Affected Employee. If, at the end of the fiscal year, unencumbered funds are available in the tuition reimbursement account, remaining funds will be used to further reimburse the Affected Employee if accumulated reimbursable educational expenses are in excess of 20% of the total available for that fiscal year. If more than one employee incurs such additional expenses, distribution of the remaining funds will be made equally among said employees until each individual employee has been fully reimbursed, or until the funds have been depleted, whichever comes first.

All courses taken and completed must have prior written approval of the City Manager. Courses must be graduate-level courses and be related to the Affected Employee's employment with the City. Upon completion of each course, the Affected Employee must complete the appropriate City form requesting tuition reimbursement. A passing grade of "C" or better is required, and a copy of the grade and all receipts must be attached. Affected Employees may also be reimbursed for costs of books, tuition, and lab fees for classes.

To be eligible for reimbursement, Employee must submit the request for reimbursement within 60 days of completing the class or coursework or receiving the passing grade. In addition, the institution must be accredited by an agency recognized by the California Department of Education, U.S. Department of Education or Council for Higher Education Accreditation.

ARTICLE 10 PROFESSIONAL DEVELOPMENT

SECTION 10.01 MEMBERSHIP

The City encourages Affected Employees' continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Manager.

SECTION 10.02 OUT-OF-TOWN MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost for registration, travel, lodging, meals, and other expenses incurred by their while attending overnight, out-of-town meetings or seminars related to his/her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible the Affected Employee must have budgeted funds available for same; provided, however, that the City Manager may, in his or her sole discretion, approve such unbudgeted expenditures if he or she deems it in the best interests of the City.

SECTION 10.03 LOCAL MEETINGS & SEMINARS

The City shall reimburse Affected Employees the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his/her employment with City in accordance with the City's policies for expense reimbursement.

SECTION 10.04 INCIDENTAL EXPENSES

The City shall reimburse Affected Employees the actual cost of those incidental expenses necessarily incurred by him/her while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

SECTION 10.05 APPROVAL BY CITY MANAGER

To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 10.0, Affected Employees shall obtain approval of the City Manager or their designee.

ARTICLE 11 **RETIREMENT**

SECTION 11.01 CALPERS

The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and Affected Employee eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, each Affected Employee shall pay the entire member contribution required under the City's benefit formula as set forth below.

A. Tier I Miscellaneous (Employees hired prior to January 1, 2011 and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave

B. Tier II Miscellaneous (Employee hired on or after May 1, 2011, and determined to be a "classic member" by CalPERS)

1. 2% @ 55 retirement benefit formula
2. Fourth Level of 1959 Survivors Program
3. Military Service as Public Service
4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance

7. Credit for unused sick leave
- C. Tier III (PEPRA) Miscellaneous (Employees hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04)**
1. 2% @ 62 retirement benefit formula
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
 5. Improved non-industrial disability allowance
 6. Post-retirement survivor allowance
 7. Credit for unused sick leave
 8. Affected Employee shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said “new member” is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater.
- D. Tier I Sworn (Employees hired prior to January 1, 2011 and determined to be a “classic member” by CalPERS)**
1. 3% @ 50 for sworn unit members
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. One-Year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest twelve (12) consecutive months
 5. Improved non-industrial disability allowance
 6. Post-retirement survivor allowance
 7. Credit for unused sick leave
- E. Tier II Sworn (Employee hired on or after May 1, 2011, and determined to be a “classic member” by CalPERS)**
1. 3% @ 50 for sworn unit members
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months
 5. Improved non-industrial disability allowance
 6. Post-retirement survivor allowance
 7. Credit for unused sick leave
- F. Tier III (PEPRA) Sworn (Employees hired on and after January 1, 2013, deemed to be a “new member” as defined in Government Code § 7522.04)**
1. 2.7% @ 57 for sworn unit members
 2. Fourth Level of 1959 Survivors Program
 3. Military Service as Public Service
 4. Three-year Final Compensation: Final compensation is the average full-time monthly pay rate for the highest thirty-six (36) consecutive months

5. Improved non-industrial disability allowance
6. Post-retirement survivor allowance
7. Credit for unused sick leave
8. Affected Employees shall individually pay a CalPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater

SECTION 11.02 COST SHARING

Effective with the start of the first full pay period in July 2025, classic miscellaneous employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of eight percent (8%).

Effective with the start of the first full pay period in July 2025, classic sworn employees will contribute an additional one and a half percent (1.5%) of compensation earnable toward the City's required employer contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the nine percent (9%) statutory employee contribution already paid by the employee and will increase the employee's contribution to a total of ten and one-half percent (10.5%).

Effective with the start of the first full pay period in July 2025, PEPRA miscellaneous employees will contribute an additional half percent (.5%) of compensation earnable toward the City's normal cost to CalPERS via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty and a half percent (50.5%).

Effective with the start of the first full pay period in July 2025, PEPRA sworn employees will contribute an additional one percent (1.0%) of compensation earnable toward the City's normal cost contribution to CalPERS, via payroll deductions pursuant to an amendment to the City's contract with CalPERS under California Government Code Section 20516(a). This cost sharing contribution will be in addition to the fifty percent (50%) of normal cost already paid by the employee to a total of fifty-one percent (51%).

SECTION 11.03 PARS

Pursuant to Government Code §53216, the City participates in the Public Agency Retirement Services (PARS) Retirement Enhancement Plan which affords non-sworn employees the retirement benefit commonly referred to as "1% at 55." The City's participation in PARS is in addition to, and not in lieu of, the City's participation in the CalPERS programs identified in the preceding Section.

A. Miscellaneous Employee Hired Before January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after completing three (3) years of continuous employment with the City and service credit shall be given for previous employment with/by other agencies and/or cities

B. Miscellaneous Employees Hired After January 1, 2007

1. Affected Employees shall individually pay a PARS contribution rate of four tenths percent (0.4%) of salary
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

C. Miscellaneous Employees Hired After January 1, 2011

1. Affected Employees shall individually pay a PARS contribution rate of fifty percent (50%) of the amount sufficient to pay for the cost of the PARS retirement enhancement benefit
2. PARS benefits are vested after ten (10) years of continuous employment with the City and no service credit shall be given for previous employment with/by other agencies and/or cities

Affected Employees hired on and after January 1, 2013 shall be ineligible to participate in the PARS program.

Effective September 1, 2024, or as soon as administratively practicable, all miscellaneous Affected Employees hired before January 1, 2011, shall pay an additional two and one tenths percent (2.1%) of salary, for a total of two and a half percent (2.5%) of salary, for the cost of the PARS retirement enhancement benefit.

SECTION 11.04 RETIREE MEDICAL BENEFITS

Affected Employees who were hired before January 1, 2011 and who retire from the City as a CalPERS-eligible retiree shall receive one hundred percent (100%) lifetime medical insurance upon retirement from the City. The City shall pay one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as Affected Employee remains eligible for CalPERS medical coverage.

For Affected Employees hired on or after January 1, 2011, retiree medical will be implemented in accordance with the CalPERS Health Benefit Vesting Resolution No. 2010-49-2479 which mirrors the state plan for contribution levels. The resolution requires ten (10) years of service, five (5) years of which is with Irwindale, for fifty percent (50%) contribution of state designated amount towards retiree medical premium and twenty (20) years of service, five (5) years of which is with Irwindale, for one hundred percent (100%) contribution of state designated amount towards retiree medical premium for any CalPERS medical plan.

ARTICLE 12
BONDS AND INDEMNIFICATION

SECTION 12.01 INDEMNIFICATION

To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Affected Employees against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

SECTION 12.02 BONDS

City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of an Affected Employee's services.

ARTICLE 13
TERMINATION AND SEVERANCE

Affected Employees shall be entitled to severance only as provided in this Article 13. Any and all severance rights are conditioned upon and in consideration for execution of a standard agreement of separation, severance, and general release in a form approved by the City Attorney. The severance rights provided for herein shall constitute the sole and only entitlement of an Affected Employee with respect to severance pay in the event of the termination without cause.

SECTION 13.01 NON-SWORN AFFECTED EMPLOYEES

A. Termination Without Cause

By providing a non-sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a non-sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a non-sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only.

B. Resignation

Should an Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination For Cause

The City may terminate a non-sworn Affected Employee for cause at any time by providing non-sworn Affected Employee with five (5) business days' written notice of termination for cause and the facts and grounds constituting such cause. In the event a non-sworn Affected Employee is terminated for cause, as defined in this section below, the City shall have no obligation to pay the severance provided for above.

For the purposes of this Section 13, "cause" for termination shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) willful or persistent material breach of duties or inattention to duties, (2) résumé fraud or other acts of material dishonesty, (3) unauthorized or excessive absence or leave, (4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), (5) conviction of a felony under California law, (6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, (7) violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules and the Irwindale Police Department policy manual, (8) use or possession of illegal drugs, (9) engaging in conduct tending to bring embarrassment or disrepute to the City, (10) any illegal or unethical act involving personal gain, (11) significant mismanagement of City finances, (12) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, (13) gross misfeasance or gross malfeasance, or (14) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), or 15) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution.

SECTION 13.02 SPECIAL PROCEDURES FOR SWORN AFFECTED EMPLOYEES

With respect to the position of sworn Affected Employees only, in order to comply with the requirements of the Public Safety Officers Procedural Bill of Rights Act (POBRA) (Cal. Gov. Code §3300 *et seq.*), specifically California Government Code section 3304(c), the following termination procedures shall apply. The City Manager or someone acting in the capacity as City Manager may terminate a sworn Affected Employee at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the POBRA, including but not limited to Government Code section 3304(c), which states that the City is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate a sworn Affected Employee as provided herein shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Except as expressly provided in this Section 12.02, a sworn Affected Employee shall not have any rights provided for the Chief of Police or sworn personnel under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police. Notwithstanding this Section 12.02, sworn Affected Employees shall remain as at-will employees serving at the pleasure of the City Manager

A. Termination Without Cause

By providing a sworn Affected Employee at least thirty (30) days' prior written notice thereof, the City may terminate a sworn Affected Employee without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event a sworn Affected Employee is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then the City shall pay severance in an amount equal to the monthly base salary of the employee then in effect (excluding the value of any other benefits) multiplied by six (6). The severance payment shall not include the monetary value of any benefits, but salary only. Prior to such termination, in order to be eligible for severance as provided in this Section, a sworn Affected Employee must have worked for the City a minimum of six (6) months.

In order to comply with the requirements of California Government Code section 3304(c), termination by the City Manager for a reason other than cause shall be conducted in accordance with the following procedures:

1. The City reserves the right to place Employee on paid administrative leave for all or a portion of the thirty (30) day notice period provided under this Section 12.02.A.
2. Employee may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination but in such event would waive any right to severance pay as provided in this Section 12.02.A.

B. Resignation

Should a sworn Affected Employee resign or otherwise initiate termination of his or her employment with the City, then the City shall have no obligation to pay the severance provided for above.

C. Termination for Cause

The City may terminate a sworn Affected Employee for cause at any time by providing the employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined the same as in Section 12.01(B) above. For any of the conduct described in this Section constituting cause for termination, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates a sworn Affected Employee for cause, the City shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager of a sworn Affected Employee for cause shall be conducted in accordance with the following procedures:

1. Within five (5) days of receipt of written notice under this Section, a sworn Affected Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the

termination of a sworn Affected Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

2. Upon a sworn Affected Employee's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the sworn Affected Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of a sworn Affected Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for the sworn Affected Employee's termination in addition to those reasons constitution cause for termination.
3. At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate as well as any information and documents on which the City based its decision to terminate for cause as well as any information and documentation that the sworn Affected Employee chooses to submit to challenge the City's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.
4. Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether the sworn Affected Employee was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this Resolution unless severance was already tendered. Following City Council's review and consideration of the advisory decision, the sworn Affected Employee shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

SECTION 13.03 LIMITATION ON SEVERANCE (GOVERNMENT CODE §53260)

This Resolution does not create a defined term of employment for any Affected Employee, but in the event this resolution is construed by a court of law to have a fixed term, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to an Affected Employee shall be reduced in the amount necessary to comply with such statute. (Government Code section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in Section 5.1(b).)

EXHIBIT A
CITY OF IRWINDALE
Unclassified Management Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Director	Assistant City Manager	1	Hourly	81	92.1197	96.7255	101.5615	106.6394	111.9716
			Bi-Weekly		7,369.58	7,738.04	8,124.92	8,531.15	8,957.73
			Monthly		15,967	16,766	17,604	18,484	19,408
			Annual		191,609	201,189	211,248	221,810	232,901
Director	Chief of Police	1	Hourly	85	103.7178	108.9038	114.3490	120.0663	126.0697
			Bi-Weekly		8,297.42	8,712.31	9,147.92	9,605.31	10,085.58
			Monthly		17,978	18,877	19,821	20,812	21,852
			Annual		215,733	226,520	237,846	249,738	262,225
Director	Community Development Director	1	Hourly	78	85.5418	89.8188	94.3096	99.0250	103.9764
			Bi-Weekly		6,843.35	7,185.50	7,544.77	7,922.00	8,318.12
			Monthly		14,827	15,569	16,347	17,164	18,023
			Annual		177,927	186,823	196,164	205,972	216,271
Director	Director of Engineering/Building Official	1	Hourly	80	89.8726	94.3663	99.0846	104.0389	109.2409
			Bi-Weekly		7,189.81	7,549.31	7,926.77	8,323.12	8,739.27
			Monthly		15,578	16,357	17,175	18,033	18,935
			Annual		186,935	196,282	206,096	216,401	227,221
Director	Finance Director/City Treasurer	1	Hourly	79	87.6803	92.0644	96.6678	101.5010	106.5760
			Bi-Weekly		7,014.42	7,365.15	7,733.42	8,120.08	8,526.08
			Monthly		15,198	15,958	16,756	17,594	18,473
			Annual		182,375	191,494	201,069	211,122	221,678
Director	Public Services Director	1	Hourly	74	77.4971	81.3721	85.4409	89.7130	94.1986
			Bi-Weekly		6,199.77	6,509.77	6,835.27	7,177.04	7,535.88
			Monthly		13,433	14,105	14,810	15,550	16,328
			Annual		161,194	169,254	177,717	186,603	195,933

RESOLUTION NO. 2025-54-3642

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2024-
114-3591, AND ESTABLISHING THE NUMBER OF POSITIONS,
SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY
EMPLOYEES**

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

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

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

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

WHEREAS, the City Council last adopted Resolution No. 2024-114-3591 on December 19, 2024, which established the number of positions, schedule of classes, and compensation for City employees; and

WHEREAS, the salary range schedule incorporated in this resolution provides a four percent (4%) cost of living adjustment (COLA) for all full-time and part-time employee positions, effective the first payroll period commencing on or after July 1, 2025; and

WHEREAS, concurrently herewith, the City Council is considering the adoption of Resolution No. 2025-53-3641, creating the following new classifications and associated job specifications: Aquatics Assistant, Plan Check Engineer, and Supervising Librarian; and

WHEREAS, the City desires to unfund one (1) represented, classified full-time Accountant position, two (2) represented, classified full-time Administrative Secretary positions, and one (1) represented, classified full-time Building Inspector position; and

WHEREAS, the City desires to fund one (1) represented, classified full-time Aquatics Assistant position, one (1) represented, classified full-time Finance Analyst position, two (2) represented, classified full-time Management Analyst positions, one (1) represented, classified full-time Plan Check Engineer position, and one (1) represented, classified full-time Supervising Librarian position; and

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

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

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

SECTION 1. Recitals.

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

SECTION 2. Personnel Positions Ordered Unfunded.

One (1) represented, classified full-time Accountant position, two (2) represented, classified full-time Administrative Secretary positions, and one (1) represented, classified full-time Building Inspector position are hereby ordered unfunded.

SECTION 3. Personnel Positions Approved and Ordered Funded.

One (1) represented, classified full-time Aquatics Assistant position, one (1) represented, classified full-time Finance Analyst position, two (2) represented, classified full-time Management Analyst positions, one (1) represented, classified full-time Plan Check Engineer position, and one (1) represented, classified full-time Supervising Librarian position are hereby approved and ordered funded.

SECTION 4. Applicability to other Governing Documents.

This Resolution shall repeal, supersede, and replace Resolution No. 2024-114-3591. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2025-55-3643, which is being concurrently considered herewith, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding .

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

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

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their

respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 6. Salary and Wage Schedule.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective the first payroll period commencing on or after July 1, 2025.

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

SECTION 7. Certification.

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

PASSED, APPROVED AND ADOPTED this 25th day of June 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, do hereby certify that the foregoing Resolution No. 2025-54-3642 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 25th day of June 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A
CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly	Elected	346.23	346.23	346.23	346.23	346.23
			Monthly		750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	109,501.0	114,976.0	120,725.0	126,761.1	133,099.0
			Bi-Weekly		8,760.08	9,198.08	9,658.00	10,140.88	10,647.92
			Monthly		18,980	19,929	20,926	21,972	23,071
			Annual		227,762	239,150	251,108	263,663	276,846
Director	Assistant City Manager	1	Hourly	81	92,119.7	96,725.5	101,561.5	106,639.4	111,971.6
			Bi-Weekly		7,369.58	7,738.04	8,124.92	8,531.15	8,957.73
			Monthly		15,967	16,766	17,604	18,484	19,408
			Annual		191,609	201,189	211,248	221,810	232,901
Director	Chief of Police	1	Hourly	85	103,717.8	108,903.8	114,349.0	120,066.3	126,069.7
			Bi-Weekly		8,297.42	8,712.31	9,147.92	9,605.31	10,085.58
			Monthly		17,978	18,877	19,821	20,812	21,852
			Annual		215,733	226,520	237,846	249,738	262,225
Director	Community Development Director	1	Hourly	78	85,541.8	89,818.8	94,309.6	99,025.0	103,976.4
			Bi-Weekly		6,843.35	7,185.50	7,544.77	7,922.00	8,318.12
			Monthly		14,827	15,569	16,347	17,164	18,023
			Annual		177,927	186,823	196,164	205,972	216,271
Director	Director of Engineering/Building Official	1	Hourly	80	89,872.6	94,366.3	99,084.6	104,038.9	109,240.9
			Bi-Weekly		7,189.81	7,549.31	7,926.77	8,323.12	8,739.27
			Monthly		15,578	16,357	17,175	18,033	18,935
			Annual		186,935	196,282	206,096	216,401	227,221
Director	Finance Director/City Treasurer	1	Hourly	79	87,680.3	92,064.4	96,667.8	101,501.0	106,576.0
			Bi-Weekly		7,014.42	7,365.15	7,733.42	8,120.08	8,526.08
			Monthly		15,198	15,958	16,756	17,594	18,473
			Annual		182,375	191,494	201,069	211,122	221,678
Director	Public Services Director	1	Hourly	74	77,497.1	81,372.1	85,440.9	89,713.0	94,198.6
			Bi-Weekly		6,199.77	6,509.77	6,835.27	7,177.04	7,535.88
			Monthly		13,433	14,105	14,810	15,550	16,328
			Annual		161,194	169,254	177,717	186,603	195,933

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	0	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Administrative Secretary	0	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Aquatics Assistant	1	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Assistant Planner	1	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Building Inspector	0	Hourly	44	36.9466	38.7938	40.7337	42.7702	44.9087
			Bi-Weekly		2,955.73	3,103.50	3,258.69	3,421.62	3,592.69
			Monthly		6,404	6,724	7,061	7,414	7,784
			Annual		76,849	80,691	84,726	88,962	93,410
ICEA	Bus Driver	1	Hourly	33	28.1587	29.5668	31.0452	32.5976	34.2274
			Bi-Weekly		2,252.69	2,365.35	2,483.62	2,607.81	2,738.19
			Monthly		4,881	5,125	5,381	5,650	5,933
			Annual		58,570	61,499	64,574	67,803	71,193
ICEA	Code Enforcement Officer	1	Hourly	39	32.6548	34.2875	36.0019	37.8019	39.6918
			Bi-Weekly		2,612.38	2,743.00	2,880.15	3,024.15	3,175.35
			Monthly		5,660	5,943	6,240	6,552	6,880
			Annual		67,922	71,318	74,884	78,628	82,559
ICEA	Deputy City Clerk	0	Hourly	41	34.3077	36.0231	37.8240	39.7154	41.7010
			Bi-Weekly		2,744.62	2,881.85	3,025.92	3,177.23	3,336.08
			Monthly		5,947	6,244	6,556	6,884	7,228
			Annual		71,360	74,928	78,674	82,608	86,738
ICEA	Engineering Technician	3	Hourly	40	33.4716	35.1452	36.9024	38.7476	40.6851
			Bi-Weekly		2,677.73	2,811.62	2,952.19	3,099.81	3,254.81
			Monthly		5,802	6,092	6,396	6,716	7,052
			Annual		69,621	73,102	76,757	80,595	84,625

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	2	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Finance Technician	1	Hourly	36	30.3231	31.8394	33.4313	35.1029	36.8582
			Bi-Weekly		2,425.85	2,547.15	2,674.50	2,808.23	2,948.65
			Monthly		5,256	5,519	5,795	6,085	6,389
			Annual		63,072	66,226	69,537	73,014	76,665
ICEA	Human Resources Specialist	0	Hourly	38	31.8582	33.4510	35.1236	36.8798	38.7240
			Bi-Weekly		2,548.65	2,676.08	2,809.88	2,950.38	3,097.92
			Monthly		5,522	5,798	6,088	6,393	6,712
			Annual		66,265	69,578	73,057	76,710	80,546
ICEA	Inclusion Specialist	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Information Technology Technician	1	Hourly	36	30.3231	31.8394	33.4313	35.1029	36.8582
			Bi-Weekly		2,425.85	2,547.15	2,674.50	2,808.23	2,948.65
			Monthly		5,256	5,519	5,795	6,085	6,389
			Annual		63,072	66,226	69,537	73,014	76,665
ICEA	Janitor	0	Hourly	20	20.4260	21.4471	22.5197	23.6457	24.8279
			Bi-Weekly		1,634.08	1,715.77	1,801.58	1,891.65	1,986.23
			Monthly		3,541	3,718	3,903	4,099	4,304
			Annual		42,486	44,610	46,841	49,183	51,642
ICEA	Library Technician	1	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Maintenance Aide	5	Hourly	25	23.1106	24.2663	25.4798	26.7538	28.0913
			Bi-Weekly		1,848.85	1,941.31	2,038.38	2,140.31	2,247.31
			Monthly		4,006	4,206	4,417	4,637	4,869
			Annual		48,070	50,474	52,998	55,648	58,430

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	2	Hourly	43	36.0452	37.8476	39.7399	41.7269	43.8135
			Bi-Weekly		2,883.62	3,027.81	3,179.19	3,338.15	3,505.08
			Monthly		6,248	6,560	6,888	7,233	7,594
			Annual		74,974	78,723	82,659	86,792	91,132
ICEA	Maintenance Worker I	2	Hourly	31	26.8014	28.1413	29.5486	31.0260	32.5774
			Bi-Weekly		2,144.12	2,251.31	2,363.88	2,482.08	2,606.19
			Monthly		4,646	4,878	5,122	5,378	5,647
			Annual		55,747	58,534	61,461	64,534	67,761
ICEA	Maintenance Worker II	4	Hourly	40	33.4716	35.1452	36.9024	38.7476	40.6851
			Bi-Weekly		2,677.73	2,811.62	2,952.19	3,099.81	3,254.81
			Monthly		5,802	6,092	6,396	6,716	7,052
			Annual		69,621	73,102	76,757	80,595	84,625
ICEA	Office Specialist	3	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Permit Technician	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Planning Technician	0	Hourly	36	30.3231	31.8394	33.4313	35.1029	36.8582
			Bi-Weekly		2,425.85	2,547.15	2,674.50	2,808.23	2,948.65
			Monthly		5,256	5,519	5,795	6,085	6,389
			Annual		63,072	66,226	69,537	73,014	76,665
ICEA	Police Administrative Clerk	1	Hourly	28	24.8880	26.1322	27.4389	28.8111	30.2514
			Bi-Weekly		1,991.04	2,090.58	2,195.12	2,304.88	2,420.12
			Monthly		4,314	4,530	4,756	4,994	5,244
			Annual		51,767	54,355	57,073	59,927	62,923
ICEA	Police Records Clerk	1	Hourly	28	24.8880	26.1322	27.4389	28.8111	30.2514
			Bi-Weekly		1,991.04	2,090.58	2,195.12	2,304.88	2,420.12
			Monthly		4,314	4,530	4,756	4,994	5,244
			Annual		51,767	54,355	57,073	59,927	62,923

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Police Records Clerk/ Dispatcher	0	Hourly	32	27.4712	28.8447	30.2870	31.8014	33.3913
			Bi-Weekly		2,197.69	2,307.58	2,422.96	2,544.12	2,671.31
			Monthly		4,762	5,000	5,250	5,512	5,788
			Annual		57,140	59,997	62,997	66,147	69,454
ICEA	Police Services Specialist	1	Hourly	41	34.3077	36.0231	37.8240	39.7154	41.7010
			Bi-Weekly		2,744.62	2,881.85	3,025.92	3,177.23	3,336.08
			Monthly		5,947	6,244	6,556	6,884	7,228
			Annual		71,360	74,928	78,674	82,608	86,738
ICEA	Recreation Assistant	0	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Senior Bus Driver	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Senior Center Assistant	1	Hourly	29	25.5101	26.7856	28.1250	29.5313	31.0077
			Bi-Weekly		2,040.81	2,142.85	2,250.00	2,362.50	2,480.62
			Monthly		4,422	4,643	4,875	5,119	5,375
			Annual		53,061	55,714	58,500	61,425	64,496
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	28.1587	29.5668	31.0452	32.5976	34.2274
			Bi-Weekly		2,252.69	2,365.35	2,483.62	2,607.81	2,738.19
			Monthly		4,881	5,125	5,381	5,650	5,933
			Annual		58,570	61,499	64,574	67,803	71,193
ICEA	Senior Center Specialist	1	Hourly	37	31.0808	32.6346	34.2663	35.9798	37.7788
			Bi-Weekly		2,486.46	2,610.77	2,741.31	2,878.38	3,022.31
			Monthly		5,387	5,657	5,940	6,237	6,548
			Annual		64,648	67,880	71,274	74,838	78,580
ICEA	Senior Code Enforcement Officer	1	Hourly	45	37.8702	39.7639	41.7519	43.8394	46.0313
			Bi-Weekly		3,029.62	3,181.12	3,340.15	3,507.15	3,682.50
			Monthly		6,564	6,892	7,237	7,599	7,979
			Annual		78,770	82,709	86,844	91,186	95,745
ICEA	Senior Recreation Leader	3	Hourly	19	19.9284	20.9250	21.9712	23.0697	24.2231
			Bi-Weekly		1,594.27	1,674.00	1,757.69	1,845.58	1,937.85
			Monthly		3,454	3,627	3,808	3,999	4,199
			Annual		41,451	43,524	45,700	47,985	50,384

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	39.7865	41.7760	43.8649	46.0582	48.3611
			Bi-Weekly		3,182.92	3,342.08	3,509.19	3,684.65	3,868.88
			Monthly		6,896	7,241	7,603	7,983	8,383
			Annual		82,756	86,894	91,239	95,801	100,591
IMEA	Assistant City Engineer	0	Hourly	64	60.5404	63.5673	66.7457	70.0832	73.5875
			Bi-Weekly		4,843.23	5,085.38	5,339.65	5,606.65	5,887.00
			Monthly		10,494	11,018	11,569	12,148	12,755
			Annual		125,924	132,220	138,831	145,773	153,062
IMEA	Assistant Engineer	1	Hourly	52	45.0149	47.2659	49.6293	52.1106	54.7163
			Bi-Weekly		3,601.19	3,781.27	3,970.35	4,168.85	4,377.31
			Monthly		7,803	8,193	8,602	9,033	9,484
			Annual		93,631	98,313	103,229	108,390	113,810
IMEA	Assistant to the City Manager	1	Hourly	63	59.0639	62.0173	65.1183	68.3740	71.7928
			Bi-Weekly		4,725.12	4,961.38	5,209.46	5,469.92	5,743.42
			Monthly		10,238	10,750	11,287	11,852	12,444
			Annual		122,853	128,996	135,446	142,218	149,329
IMEA	Associate Engineer	1	Hourly	56	49.6885	52.1731	54.7817	57.5207	60.3966
			Bi-Weekly		3,975.08	4,173.85	4,382.54	4,601.65	4,831.73
			Monthly		8,613	9,043	9,496	9,970	10,469
			Annual		103,352	108,520	113,946	119,643	125,625
IMEA	Associate Planner	1	Hourly	49	41.8010	43.8909	46.0856	48.3899	50.8096
			Bi-Weekly		3,344.08	3,511.27	3,686.85	3,871.19	4,064.77
			Monthly		7,246	7,608	7,988	8,388	8,807
			Annual		86,946	91,293	95,858	100,651	105,684
IMEA	Benefits Administrator	1	Hourly	58	52.2038	54.8139	57.5548	60.4327	63.4543
			Bi-Weekly		4,176.31	4,385.12	4,604.38	4,834.62	5,076.35
			Monthly		9,049	9,501	9,976	10,475	10,999
			Annual		108,584	114,013	119,714	125,700	131,985
IMEA	Chief Deputy City Clerk	1	Hourly	58	52.2038	54.8139	57.5548	60.4327	63.4543
			Bi-Weekly		4,176.31	4,385.12	4,604.38	4,834.62	5,076.35
			Monthly		9,049	9,501	9,976	10,475	10,999
			Annual		108,584	114,013	119,714	125,700	131,985

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Communications and Records Supervisor	1	Hourly	48	40.7822	42.8212	44.9620	47.2101	49.5707
			Bi-Weekly		3,262.58	3,425.69	3,596.96	3,776.81	3,965.65
			Monthly		7,069	7,422	7,793	8,183	8,592
			Annual		84,827	89,068	93,521	98,197	103,107
IMEA	Community Development Manager/City Planner	0	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Construction Compliance Manager	1	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Economic Development Coordinator	0	Hourly	53	46.1404	48.4476	50.8702	53.4139	56.0846
			Bi-Weekly		3,691.23	3,875.81	4,069.62	4,273.12	4,486.77
			Monthly		7,998	8,398	8,818	9,258	9,721
			Annual		95,972	100,771	105,810	111,101	116,656
IMEA	Executive Assistant	0	Hourly	43	36.0452	37.8476	39.7399	41.7269	43.8135
			Bi-Weekly		2,883.62	3,027.81	3,179.19	3,338.15	3,505.08
			Monthly		6,248	6,560	6,888	7,233	7,594
			Annual		74,974	78,723	82,659	86,792	91,132
IMEA	Finance Manager	1	Hourly	68	66.8250	70.1663	73.6745	77.3582	81.2260
			Bi-Weekly		5,346.00	5,613.31	5,893.96	6,188.65	6,498.08
			Monthly		11,583	12,162	12,770	13,409	14,079
			Annual		138,996	145,946	153,243	160,905	168,950
IMEA	Housing Coordinator	1	Hourly	53	46.1404	48.4476	50.8702	53.4139	56.0846
			Bi-Weekly		3,691.23	3,875.81	4,069.62	4,273.12	4,486.77
			Monthly		7,998	8,398	8,818	9,258	9,721
			Annual		95,972	100,771	105,810	111,101	116,656

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Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Human Resources/Risk Manager	1	Hourly	67	65.1957	68.4553	71.8779	75.4716	79.2452
			Bi-Weekly		5,215.65	5,476.42	5,750.23	6,037.73	6,339.62
			Monthly		11,301	11,866	12,459	13,082	13,736
			Annual		135,607	142,387	149,506	156,981	164,830
IMEA	Information Technology Manager	1	Hourly	63	59.0639	62.0173	65.1183	68.3740	71.7928
			Bi-Weekly		4,725.12	4,961.38	5,209.46	5,469.92	5,743.42
			Monthly		10,238	10,750	11,287	11,852	12,444
			Annual		122,853	128,996	135,446	142,218	149,329
IMEA	Management Analyst	5	Hourly	47	39.7865	41.7760	43.8649	46.0582	48.3611
			Bi-Weekly		3,182.92	3,342.08	3,509.19	3,684.65	3,868.88
			Monthly		6,896	7,241	7,603	7,983	8,383
			Annual		82,756	86,894	91,239	95,801	100,591
IMEA	Plan Check Engineer	1	Hourly	58	52.2038	54.8139	57.5548	60.4327	63.4543
			Bi-Weekly		4,176.31	4,385.12	4,604.38	4,834.62	5,076.35
			Monthly		9,049	9,501	9,976	10,475	10,999
			Annual		108,584	114,013	119,714	125,700	131,985
IMEA	Police Captain	1	Hourly	77	85.1264	89.3827	93.8519	98.5447	103.4721
			Bi-Weekly		6,810.12	7,150.62	7,508.15	7,883.58	8,277.77
			Monthly		14,755	15,493	16,268	17,081	17,935
			Annual		177,063	185,916	195,212	204,973	215,222
IMEA	Police Lieutenant	1	Hourly	71	73.4038	77.0740	80.9279	84.9745	89.2231
			Bi-Weekly		5,872.31	6,165.92	6,474.23	6,797.96	7,137.85
			Monthly		12,723	13,360	14,028	14,729	15,465
			Annual		152,680	160,314	168,330	176,747	185,584
IMEA	Project Manager - Construction Compliance	1	Hourly	48	40.7822	42.8212	44.9620	47.2101	49.5707
			Bi-Weekly		3,262.58	3,425.69	3,596.96	3,776.81	3,965.65
			Monthly		7,069	7,422	7,793	8,183	8,592
			Annual		84,827	89,068	93,521	98,197	103,107
IMEA	Project Manager - Mining	0	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	40.7822	42.8212	44.9620	47.2101	49.5707
			Bi-Weekly		3,262.58	3,425.69	3,596.96	3,776.81	3,965.65
			Monthly		7,069	7,422	7,793	8,183	8,592
			Annual		84,827	89,068	93,521	98,197	103,107

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Public Works Services Manager	0	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Recreation Manager	1	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Recreation Supervisor	2	Hourly	47	39.7865	41.7760	43.8649	46.0582	48.3611
			Bi-Weekly		3,182.92	3,342.08	3,509.19	3,684.65	3,868.88
			Monthly		6,896	7,241	7,603	7,983	8,383
			Annual		82,756	86,894	91,239	95,801	100,591
IMEA	Senior Center Manager	1	Hourly	62	57.6236	60.5048	63.5303	66.7067	70.0423
			Bi-Weekly		4,609.88	4,840.38	5,082.42	5,336.54	5,603.38
			Monthly		9,988	10,488	11,012	11,563	12,141
			Annual		119,857	125,850	132,143	138,750	145,688
IMEA	Senior Finance Analyst	1	Hourly	51	43.9168	46.1125	48.4183	50.8394	53.3813
			Bi-Weekly		3,513.35	3,689.00	3,873.46	4,067.15	4,270.50
			Monthly		7,612	7,993	8,393	8,812	9,253
			Annual		91,347	95,914	100,710	105,746	111,033
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	46.1404	48.4476	50.8702	53.4139	56.0846
			Bi-Weekly		3,691.23	3,875.81	4,069.62	4,273.12	4,486.77
			Monthly		7,998	8,398	8,818	9,258	9,721
			Annual		95,972	100,771	105,810	111,101	116,656
IMEA	Senior Management Analyst	0	Hourly	53	46.1404	48.4476	50.8702	53.4139	56.0846
			Bi-Weekly		3,691.23	3,875.81	4,069.62	4,273.12	4,486.77
			Monthly		7,998	8,398	8,818	9,258	9,721
			Annual		95,972	100,771	105,810	111,101	116,656
IMEA	Senior Planner	1	Hourly	55	48.4764	50.9005	53.4457	56.1178	58.9236
			Bi-Weekly		3,878.12	4,072.04	4,275.65	4,489.42	4,713.88
			Monthly		8,403	8,823	9,264	9,727	10,213
			Annual		100,831	105,873	111,167	116,725	122,561
IMEA	Supervising Librarian	1	Hourly	53	46.1404	48.4476	50.8702	53.4139	56.0846
			Bi-Weekly		3,691.23	3,875.81	4,069.62	4,273.12	4,486.77
			Monthly		7,998	8,398	8,818	9,258	9,721
			Annual		95,972	100,771	105,810	111,101	116,656

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	59.9524	62.9500	66.0976	69.4024	72.8726
			Bi-Weekly		4,796.19	5,036.00	5,287.81	5,552.19	5,829.81
			Monthly		10,392	10,911	11,457	12,030	12,631
			Annual		124,701	130,936	137,483	144,357	151,575
IPOA	Police Officer	21	Hourly	52	45.6928	47.9774	50.3764	52.8952	55.5399
			Bi-Weekly		3,655.42	3,838.19	4,030.12	4,231.62	4,443.19
			Monthly		7,920	8,316	8,732	9,169	9,627
			Annual		95,041	99,793	104,783	110,022	115,523
IPOA	Police Dispatcher/Clerk	6	Hourly	38	31.3962	32.9659	34.6139	36.3447	38.1620
			Bi-Weekly		2,511.69	2,637.27	2,769.12	2,907.58	3,052.96
			Monthly		5,442	5,714	6,000	6,300	6,615
			Annual		65,304	68,569	71,997	75,597	79,377

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2025-2026
Effective July 6, 2025

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	3	19	19.93	20.93	21.97	23.07	24.23
Library Aide	1	26	23.68	24.86	26.11	27.41	28.78
Civil Engineering Technician	0	33	28.15	29.56	31.04	32.59	34.22

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	19.88
Assistant Pool Manager	24.82
Bus Driver	28.15
Communications Specialist	36.04
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	21.41
Finance Assistant	24.22
Intern	22.58
Library Page	21.41
Lifeguard	20.37
Office Specialist	25.51
Police Officer Trainee	40.38
Recreation Aide	19.88
Reserve Police Officer	45.69
Senior Center Aide	19.88
Senior Library Page	23.63
Senior Lifeguard	22.48
Summer Youth Worker	16.50
Tutor	22.58

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for Construction of the FY 24-25 Pavement Rehabilitation Project

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into an agreement with Sully-Miller Contracting Company in the amount of \$568,127.85 for the 2024-2025 Pavement Rehabilitation Project; (2) approve a 10% construction contingency in the amount of \$56,812.80 to cover any unforeseeable conditions that may arise during construction.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building Official



Prepared by:

Luis Pimentel, Associate Engineer



Reviewed by:

Adrian R. Guerra, City Attorney

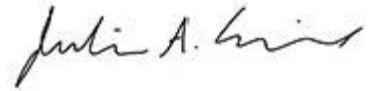


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City's resurfacing program provides required maintenance to the City's street system, which extends the life of City streets and minimizes costly repairs, such as reconstruction. The 2024-2025 Pavement Rehabilitation Project is identified in the City's Capital Improvement Program, and includes Myrtle Avenue with speed humps being installed on Hidalgo Street. The project also includes replacing damaged concrete sidewalks on Myrtle Avenue.

On May 12 and 19, 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 May 28, 2025 at 11:00 am. The City received (9) bids with the following results:

	Contractor	Total Bid Amount
1	Sully-Miller Contracting Company	\$568,127.85
2	Estate Design and Construction	\$584,675.27
3	Gentry Brothers, Inc.	\$634,425.00
4	All American Asphalt	\$634,644.00
5	Onyx Paving Company	\$636,000.00
6	Calmex Engineering Inc.	\$683,422.90
7	Hardy & Harper, Inc.	\$698,500.00
8	Excel Paving	\$706,436.70
9	LCR Earthwork & Engineering Corp	\$955,002.50

Staff reviewed the bid proposals and found Sully-Miller Contracting Company to be the lowest responsible 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 Sully-Miller Contracting Company in the amount of \$568,127.85 for the 2024-2025 Pavement Rehabilitation Project.

It is anticipated that there will be a cost of \$50,000 for work related to construction inspections and quality control. This work will be performed by one of our consultants under the City's existing On-Call As Needed Consulting Services List.

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

Fiscal Impact:

Funding for this project has been budgeted in the FY 2024-2025 CIP Budget as Pavement Rehabilitation

Program (Account No. 48-80-800-45300-8359). The total cost for this Project is \$674,940.65 (Total Bid: \$568,127.85 + \$56,812.80 (10% Construction Contingency) + \$50,000.00 (Construction Inspection & QC). The Project is budgeted for \$600,000 plus the carryover from the Residential Resurfacing Project III in the amount of \$200,000 for a total available amount of \$800,000. This Project is funded through the General Fund, Mining Impact Fund, Gas Tax, Prop C, TDA, Measure R, and Measure M funds. There is sufficient funding for the Pavement Rehabilitation Project.

Attachments:

1. 06-11-2025 Award of Contract for Construction of the 24-25 Pavement Rehabilitation Project; P-1068 - AGREEMENT (2010766.1)

**PUBLIC WORKS CONSTRUCTION CONTRACT AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
SULLY-MILLER CONTRACTING COMPANY**

THIS PUBLIC WORKS AGREEMENT (“**Agreement**”) is made and entered into this 11th day of June, 2025, by and between the City of Irwindale, a California charter city (“**City**”) and Sully-Miller Contracting Company, 135 S. State College Boulevard Suite 400, Brea, CA 92821 (“**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 **2024-2025 Pavement Rehabilitation Project; P-1068** (“**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 most recent 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 five percent (5%) 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 Five Hundred Sixty-Eight Thousand, One Hundred Twenty-Seven Dollars and 85/100 Cents (\$568,127.85) (“**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) working 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:

Anthony Lino,

Assistant Secretary

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 Luis Pimentel 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 \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and

property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident.

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

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

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

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

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits

maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. 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 Interim Director of Engineering/Building Official 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:

Sully-Miller Contracting Company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: Sully-Miller Contracting
Company
135 S. State College Blvd,
Suite 400
Brea, CA 92821

***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

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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 2024-2025 Pavement Rehabilitation Project for Myrtle Avenue & Hidalgo Street, which is identified in the City's Capital Improvement Program, and incorporated herein as though set forth in full.**
- II. As part of the Construction Services, Contractor will deliver the following tangible work products to the City:**
 - A. Resurface/reconstruct Myrtle Avenue.**
 - B. Remove existing and construct new sidewalk panels on Myrtle Avenue.**
 - C. Install speed humps on Hidalgo Street.**
- 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:

**2024-2025 PAVEMENT REHABILITATION PROJECT, IN THE CITY OF IRWINDALE:
MYRTLE AVENUE AND HIDALGO STREET.**

P-1068

BID SCHEDULE:

**2024-2025 PAVEMENT REHABILITATION PROJECT, IN THE CITY OF IRWINDALE:
MYRTLE AVENUE:**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	47,500.00	47,500.00
2	TRAFFIC CONTROL	1	LS	21,000.00	21,000.00
3	CLEARING AND GRUBBING	1	LS	500.00	500.00
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	1,000.00	1,000.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	4,900.00	4,900.00
6	COLDMILL (GRIND AND DISPOSE) EXISTING AC PAVEMENT, 4" MIN. DEPTH	120,000	SF	0.65	78,000.00
7	CONSTRUCT 4" AC OVERLAY	3,000	TONS	90.00	270,000.00
8	REMOVE AND DISPOSE EXISTING AC PAVEMENT, BASE AND/OR NATIVE SOIL; 14" MIN DEPTH	1,800	S.F.	6.00	10,800.00
9	CONSTRUCT 8" CRUSHED AGGREGATE BASE	100	TONS	72.00	7,200.00
10	CONSTRUCT 6" AC OVERLAY	80	TONS	215.00	17,200.00
11	REMOVE EXISTING AND CONSTRUCT NEW 4" THICK P.C.C. SIDEWALK	500	SF	27.50	13,750.00
12	REMOVE AND DISPOSE OF EXISTING DRIVEWAY APRON, CURB AND GUTTER	1	LS	3,000.00	3,000.00
13	CONSTRUCT NEW 4" THICK P.C.C. SIDEWALK PER CONSTRUCTION NOTE 8	150	SF	50.00	7,500.00

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
14	CONSTRUCT NEW 8" P.C.C. CURB & 24" GUTTER PER CONSTRUCTION NOTE 9	30	LF	275.00	8,250.00
15	INSTALL CALTRANS TYPE E LOOP DETECTOR	2	EA	1,500.00	3,000.00
16	ADJUST ALL MANHOLES AND UTILITY COVERS TO GRADE	1	LS	22,750.00	22,750.00
17	REMOVE EXISTING PAVEMENT MARKINGS AND STRIPING ON CONCRETE	1	LS	3,372.00	3,372.00
18	INSTALL 4" SOLID DOUBLE YELLOW LINE IN THERMOPLASTIC WITH PAVEMENT MARKERS PER CALTRANS STD. PLAN A20A, DETAIL NO. 22	650	LF	1.95	1,267.50
19	INSTALL 12" SOLID WHITE LINE, A24G	825	LF	3.90	3,217.50
20	INSTALL 12" SOLID YELLOW DIAGONAL LINE @ 25' O.C. IN THERMOPLASTIC PER CALTRANS STD. PLAN	60	LF	3.90	234.00
21	INSTALL TYPE IV (L) OR (R) ARROW, A24A	9	EA	178.75	1,608.75
22	INSTALL PAVEMENT MARKINGS IN THERMOPLASTIC AS SHOWN PER CALTRANS STD. PLANS	7	EA	238.30	1,668.10
23	INSTALL 8" SOLID WHITE CHANNELIZING LINE WITH PAVEMENT MARKERS, A20D DETAIL 38B.	950	LF	1.90	1,805.00
24	INSTALL BLUE RETROREFLECTIVE RAISED PAVEMENT MARKER PER CA MUTCD FIGURE 3B-102	1	EA	30.00	30.00
25	INSTALL 4" DASHED WHITE LANE LINE, A20A DETAIL 9	3850	LF	1.30	5,005.00
26	INSTALL 4" YELLOW TWO-WAY LEFT TURN LANES IN THERMOPLASTIC PER CALTRANS STD. PLAN A20B DETAIL 32	700	LF	3.35	2,345.00
27	INSTALL TYPE VII (L) ARROW IN THERMOPLASTIC PER CALTRANS STD. PLAN A24A	1	EA	215.00	215.00

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
28	INSTALL 4" SOLID WHITE LINE WITH TYPE G PAVEMENT MARKERS, A20A	300	LF	1.30	390.00
29	INSTALL 4" SOLID DOUBLE YELLOW LINE IN THERMOPLASTIC WITH PAVEMENT MARKERS PER CALTRANS STD. PLAN A20B, DETAIL NO. 29	300	LF	3.30	990.00
30	INSTALL RED CURB	150	LF	2.40	360.00
31	INSTALL PEDESTRIAN BARRICADE WITH SIGN PER CALTRANS STD ES -7Q, DETAIL C	1	LS	1,500.00	1,500.00
32	REMOVE AND DISPOSE OF EXISTING POLE	6	EA	90.00	540.00
33	INSTALL NEW POST AND SIGN	7	EA	450.00	3,150.00
34	FURNISH AND INSTALL CITY 84" x 60" PROJECT SIGNS	2	EA	2,500.00	2,500.00

TOTAL BID FOR 2024-2025 PAVEMENT REHABILITATION PROJECT – MYRTLE AVENUE:

\$ 549,047.85

Five Hundred Forty Nine Thousand Forty Seven Dollars and Eighty-Five Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS – MYRTLE AVENUE)

**2024-2025 PAVEMENT REHABILITATION PROJECT, IN THE CITY OF IRWINDALE:
HIDALGO STREET:**

ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS	1,000.00	1,000.00
2	TRAFFIC CONTROL	1	LS	1,500.00	1,500.00
3	CLEARING AND GRUBBING	1	LS	200.00	200.00
4	STORMWATER POLLUTION PREVENTION/EROSION CONTROL	1	LS	200.00	200.00
5	PRESERVATION OF EXISTING CITY MONUMENTS	1	LS	980.00	980.00
6	INSTALLATION OF SPEED HUMP	2	EA	6,100.00	12,200.00
7	SIGNING AND STRIPING	1	LS	3,000.00	3,000.00

TOTAL BID FOR 2024-2025 PAVEMENT REHABILITATION PROJECT – HIDALGO STREET:

\$ 19,080.00

Nineteen Thousand Eighty Dollars & No Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS – HIDALGO STREET)

TOTAL BID FOR 2024-2025 PAVEMENT REHABILITATION PROJECT - MYRTLE AVENUE & HIDALGO STREET:

\$ 568,127.85

Five Hundred Sixty-Eight Thousand One Hundred Twenty-Seven Dollars and Eighty-Five Cents

(TOTAL BID AMOUNT WRITTEN IN WORDS – MYRTLE AVENUE AND HIDALGO STREET)

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 \$568,127.85 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.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for City-wide Median Island and Various Landscape Maintenance Services

City Manager's Recommendation:

1) Award a contract to Mariposa Landscapes, Inc. for City-wide Median Island and Various Landscape Maintenance Services, in the amount of \$110,352 annually, with an additional \$3,120 annually for as-needed irrigation repair, for a three-year term beginning July 1, 2025, through June 30, 2028; 2) Authorize the City Manager to execute the agreement; and 3) Find the project categorically exempt under CEQA Guidelines Section 15301(h) – “Operation, repair, and maintenance of existing facilities.”

Administrative Action:

Submitted by:

Elizabeth Rodriguez, Public Services Director



Prepared by:

Aundrea Butler, Management Analyst



Reviewed by:

Adrian R. Guerra, City Attorney

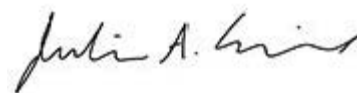


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale currently maintains 78 landscaped median islands and various public areas, totaling approximately 400,000 square feet. Services include turf and shrub maintenance, pruning, litter and weed removal, irrigation repair, and pest management.

Mariposa Landscapes, Inc. has provided these services under contract since 2020, with their current contract set to expire on June 30, 2025.

In preparation for the contract's expiration, staff released a comprehensive Request for Quotations (RFQ) for City-wide Median Island and Various Landscape Maintenance Services on Thursday, May 1, 2025. The RFQ was posted on the City of Irwindale's Website and on PlanetBid, and a notice was placed in the San Gabriel Valley Tribune on Thursday, May 1, 2025. Questions were due to the Public Services Department on Monday, May 19, 2025. There were two (2) addendums released as part of this RFQ. Addendum No. 1 was released on May 21, 2025, to answer questions from prospective bidders, and Addendum No. 2 was released on May 29, 2025, to add a section in PlanetBids to allow for contractors to upload their company proposals and extend the RFQ due date. The RFQs were due on Tuesday, June 3, 2025, and the following contractors submitted an RFQ:

Contractor	Annual Cost Base Bid	Annual Irrigation Repair (Alt. Bid)
Greenfield Management	\$21,720.00*	\$3,510.00
Mariposa Landscapes, Inc.	\$110,352.00	\$3,120.00
Brightview Landscape Services	\$118,224.00	\$3,000.00
Jas Landscape Services, LLC	\$138,240.00	\$2,600.00
Priority Landscape Services, LLC	\$142,380.00	\$14,800.00
S.C. Yamamoto, Inc.*	\$168,000.00	\$2,600.00
J. Orozco Enterprises, Inc.	\$169,147.08	\$2,150.00
Four Seasons Landscaping	\$176,000.00	\$9,100.00

**S.C. Yamamoto, Inc. was disqualified for not submitting their company proposal documents.*

The scope of work requires a C-27 Licensed Landscape Company to provide landscape maintenance for the City's 78 Median Islands, the Post Office, Irwindale Road Slope, Cypress Street between Nora

Avenue and Fraijo Avenue and various other locations.

Public Services Staff conducted interviews with the top five (5) firms on Tuesday, June 10, 2025. Rankings based on cost, qualifications, experience, and interviews are as follows:

Contractor	RFQ/Interview Ranking
Mariposa Landscapes, Inc.	1
Brightview Landscape Services	2
Priority Landscape Services	3
Jas Landscape Services, LLC	4
Greenfield Management*	Disqualified

** *Greenfield Management later revised their bid to \$257,260 after the initial submission and was disqualified for failing to attend their interview.*

Staff recommend Mariposa Landscapes, Inc. as the contractor to provide City-wide Median Island and Various Landscape Maintenance based on their competitive pricing and value, proven municipal performance, comprehensive training and quality assurance programs, full C-27 licensing and appropriate certifications, and experience with similar-sized jurisdictions. The term of the contract is through June 30, 2028, with the option to renew for two (2) additional one (1) year periods. The renewals will be by mutual agreement, in writing and based on their annual evaluations.

The contract agreement for City-wide Median Island and Various Landscape Maintenance Services was reviewed and approved by the City Attorney.

This project is considered categorically exempt as it falls under Section 15301 (h) of CCR, Title 14 “Guidelines for California Environmental Quality Act.” – “Operation, repair, and maintenance of existing facilities.”

Fiscal Impact:

Sufficient funding is available in the Public Services FY 2025–2026 budget. No additional funding is requested.

Attachments:

1. 6-25-2025 Citywide Median Island-Variou Landscape Maintenance Services - AGREEMENT (002) (2013700.1)

**CITY OF IRWINDALE
CONTRACT SERVICES AGREEMENT FOR
CITY-WIDE MEDIAN ISLAND & VARIOUS LANDSCAPE
MAINTENANCE SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 25th day of June, 2025, by and between the CITY OF IRWINDALE, a California municipal corporation (“City”) and Mariposa Landscapes, Inc., 6232 Santos Diaz, Irwindale, CA 91706 (herein “Consultant” or “Contractor”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

1.5 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 California 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 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. Contractor shall, as a penalty to 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; certify and make such payroll records available for inspection; and inform 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 occupations capable of apprenticeship. 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 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. Contractor shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by 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 eight (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.”

Contractor's Authorized Initials _____

(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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum base contract amount of Three Hundred Forty Thousand Four-hundred and Sixteen and 00/100 Dollars (\$340,416.00) for the Term (defined herein later in Section 3.4), based on the annual amount of One Hundred Thirteen Thousand Four-hundred and Seventy-Two and 00/100 Dollars (\$113,472.00), which amounts include all reimbursable expenses (“Contract Sum”) but does not include the CPI increase each July 1st determined by the March-March 12-month calculation for the Los Angeles area that will begin on July 1, 2026. For any Extended Term (defined herein later in Section 3.4), the Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C”, but not exceeding the maximum amount of One Hundred Twenty-Seven Thousand and Eighty-Eight and 64/100 Dollars (\$127,088.64) for each Extended Term.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

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 City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by 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, 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 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 City of any invoice provided by Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) consecutive years, which expires on June 30, 2028 ("Term"). City reserves the right, in its sole discretion, to extend the Term of this Agreement for up to a maximum of two (2) consecutive one-year periods (each extended one-year term shall be referred to as, "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Contractor with written notice of its intent to extend the Term or any Extended Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term or any Extended Term of this Agreement. If both years are extended, the term of the contract will expire on June 30, 2030.

4. COORDINATION OF WORK

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

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

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

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

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for 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 City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from 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 Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5. **INSURANCE AND INDEMNIFICATION**

5.1 Required Insurance Policies.

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

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to

be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

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

5.2 Other Provisions or Requirements.

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

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

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

(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 Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in

accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

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

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

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

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

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

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

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

(n) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same

minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

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

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

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

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

5.3 Indemnification.

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

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with

the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

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

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

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race,

color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

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

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

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

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

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

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

8.8 Interpretation.

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

8.9 Counterparts.

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, MMC, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESIRE & WYNDER, LLP

Adrian Guerra, City Attorney

CONSULTANT:

Mariposa Landscapes Inc.
6232 Santos Diaz, Irwindale, CA 91706

By:_____
Name: Terri Noriega
Title: President

By:_____
Name:_____
Title:_____
Address:_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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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

ATTACHMENT “A”

LANDSCAPE SPECIFICATION FOR CITY-WIDE MEDIAN ISLAND AND VARIOUS LOCATION LANDSCAPE MAINTENANCE SERVICES

SCOPE OF SERVICES

The scope of work includes visiting site routinely to mow, prune shrubs & ground cover, remove litter and debris, and weed control. Maintenance of the designated areas shall include the routine maintenance of plant material, focusing on proper water management and resource efficiency.

WEED CONTROL FOR HARDSCAPE AREAS. The Contractor shall be responsible for removing all annual and perennial weeds in all hardscape areas.

SOIL AND PLANT TISSUE ANALYSIS. The Contractor may be requested, beyond the contract specifications, to take samples of soil or plant tissue for testing purposes and such tests shall be paid for by the City.

CLEAN-UP AND DEBRIS REMOVAL. The Contractor shall remove all debris resulting from maintenance operations and dispose of debris at an approved green waste recycling facility. All rubbish and trash shall be taken to an off-site legal landfill facility. It is the responsibility of the Contractor to make arrangements for the legal disposal of all debris. No landscape debris, leaves, grass, clippings, rubbish, and/or trash shall be allowed to remain on the project site at the end of the scheduled work period/maintenance visit.

Do not blow debris into the street. Any debris blow into the street must be picked up and properly disposed of by the Contractor.

GRASSCYCLING SCHEDULE. The Contractor shall adhere to the grasscycling schedule as per this specification, eliminating the removal of grass clippings at specified times of the year.

1. Cut only 1/3 off turfgrass blades during mowing.
2. Collect clippings only when excessive growth occurs such as after rain or irregular mowing cycles.
3. Use sow release and organic fertilizers to encourage even plant growth patterns.

SCHEDULE SITE INSPECTIONS. The Contractor shall patrol the entire site at the beginning of each scheduled maintenance visit and check for vandalism, broken tree branches, pest and/or disease infestation, and related problems, and shall take appropriate action.

The Contractor or a representative shall physically walk the site with the City's Representative for the purpose of reviewing specification compliance.

1. **FREQUENCY OF INSPECTIONS:** One (1) inspection shall be scheduled per month for the purpose of inspecting plant materials and related issues, and to evaluate the irrigation system. During the irrigation inspections, the Contractor shall ensure that all irrigation systems are functioning accurately and be required to activate a minimum of 50% of the irrigation system to avoid the wetting of vehicles but also to ensure that the plants/trees are receiving water. Off-hour scheduling may be necessary.
2. **PUNCH LIST:** The City's Representative shall submit a "punch list" for items not finished or completed by Landscape Contractor prior to the next scheduled inspection.

TURFGRASS MANAGEMENT

COOL SEASON GRASSCYCLING MOWING REQUIREMENTS

1. Turfgrass shall be cut at a uniform height.
2. Turfgrass shall be cut with blades sharpened prior to each mowing.
3. Mowing patterns shall be rotated from a "north/south axis" to an "east/west axis" to a "diagonal axis" from week to week to prevent rutting of turfgrass areas.
4. Turfgrass areas shall be adequately dry when performing mowing operations. Mowing shall be performed during wet morning dew or moisture conditions. Whenever a week is skipped due to wet conditions, the next mowing shall be performed at a 4 to 5-inch cutting height, returning to normal height over a 2 to 3-week period. A grass-catcher shall be used to remove grass clippings during this period.

EDGING OF TURFGRASS AREAS

1. **POWER EDGERS:** All turfgrass perimeters adjacent to sidewalks, walkways, paved areas, and/or curbs shall be trimmed with a vertical blade power edger.
2. **WEED EATERS:** Weed eaters shall be utilized to trim turfgrass around the circumference of trees, signage, and raised fixtures where a bare soil buffer zone exists (normally 6" to 12" width). Where turfgrass meets trees and signs, fixtures or building (no buffer zone), hand shears shall be utilized to trim turfgrass.

TURFGRASS AERIFICATION. Aerification shall be performed once per year, in EARLY APRIL. The following aerification program shall be followed:

1. Establish adequate soil moisture to a depth of three (3) inches in 90% of the designated area as verified by soil probe. If supplemental irrigation (syringing) is required to perform this task, then irrigate deeply two to three days prior to aerification to allow the soil to be at Field Capacity.
2. Mow normally prior to aerification.
3. Aerify to a depth of three (3"), removing a minimum of 80% of the soil cores. Remaining cores shall be broken up by dragging a screen, or utilizing appropriate aerification equipment. (If a *Klopping-Hardie Lawn Renovator* is used, the machine shall be set as deep as possible and any debris shall be removed.) Irrigate deeply as specified in Number One above.
4. Fertilize is required and should be completed in the following manner:

- Day 1: Mow
- Day 2: Remove Weeds
- Day 3: Water
- Day 4/5: Check for adequate soil moisture and if there is sufficient moisture, then evenly apply fertilizer immediately. Water after the fertilizer is applied.

LATE OCTOBER. Fertilize and Seed as follows:

- Day 1: Mow
- Day 2: Remove Weeds
- Day 3: Water
- Day 4/5: Check for adequate soil moisture and if there is sufficient moisture, then evenly apply fertilizer immediately. Immediately water after the fertilizer is applied.

SHRUB MANAGEMENT

PRUNING

1. **Thinning:** Shrubs shall be pruned to maintain the theme of the project, that is, to maximize the desired characteristics or branching of the shrubs as possible. Shrubs shall be pruned as per safety requirements, removal of broken or diseased branches, general containment, and/or appearance. Avoid over trimming, allow plants to fill to natural growth. Avoid trimming into round shapes.
2. **SHEARING:** Formal pruning, or shearing of shrubs, shall not be performed unless safety (traffic views, pedestrian traffic, etc.) or City directive states otherwise. Example would be “topped” and/or sheared on a routine basis.

PEST CONTROL, *Pest Management*. Defined later in scope of services.

GROUNDCOVER MANAGEMENT. Groundcover is defined as non-shrub plant material possessing a non-woody branching Structure. Examples are honeysuckle, vinca, freeway daisy, ivy, and gazania. Groundcovers are normally maintained below 18 inches in height.

EDGING AND TRIMMING: Edging and trimming are performed with two pieces of equipment: power edgers and “weed eaters” (“weed eaters” are power tools equipped with a plastic filament line that cuts/slashes succulent plant materials).

1. **POWER EDGERS:** All groundcovers with a vertical growth height of 8 inches or less adjacent to sidewalks and/or walkways shall be trimmed with a vertical blade power edger at a 30-degree angle (“feathered”).
2. **WEED EATERS:** All groundcovers with a vertical growth height of 8 inches or more adjacent to sidewalks, walkways, paved areas, and/or curbs shall be trimmed with a weed eater at a 30-degree angle.

PEST MANAGEMENT PROGRAM. Contractor shall utilize INTEGRATED PEST MANAGEMENT TECHNIQUES. When pesticide chemical applications are required, the Contractor shall adhere to requirements as per this scope of work. The following pest management program shall be implemented:

GENERAL REQUIREMENTS. Pest and diseases to be controlled shall be all organisms having deleterious effects within the perimeters of the project, including but not limited to, all insects including ants, mites, nematodes, sowbugs; fungi and bacteria; mollusks including snails and slugs; and rodents/rabbits. The Contractor shall not be responsible for the pest control within buildings.

INTEGRATED PEST MANAGEMENT (I.P.M.). The application of pesticide chemicals in controlling harmful landscape pests can be greatly reduced by an active Integrated Pest Management Program.

1. A Water Management Program: Overwatering is the major cause of poor plant health to disease and harmful insect infestations. Proper irrigation levels should be maintained.
2. Biological Control: The utilization of beneficial organisms to control landscape pest populations is now available. Some examples of beneficial organisms are ladybird beetles, praying mantis, parasitic wasps, lacewings, decollate snails, predatory mites, and bacterium such as *Bacillus thuringiensis*.
3. Chemical Alternatives: Insecticidal soap is an excellent alternative to pesticides. Cultural techniques such as washing off plant foliage and cleaning mowing equipment between mowing are also considerations.

PEST CONTROL INSPECTIONS AND REPORTS. Contractor shall provide on-site control inspections on a weekly basis. (The pest control service may be sub-contracted by an approved pest control company with approval of City's Representative.). The individual performing the inspections must demonstrate the appropriate experience, education training, and certification (i.e., California State Pest Control Advisor License) to perform inspections.

PESTICIDE REGULATIONS

GENERAL: All chemicals shall be used in strict accordance with federal, state, county, and local laws and ordinances governing use of same.

PESTICIDE REPORTS: Contractor shall provide chemical application records within thirty (30) days after pesticide applications to City's Representative.

APPLICATION OF PESTICIDES: All chemical applications costs should be included in the price and require approval by City prior to work being performed. ***Round up or pesticides with glyphosate are not allowed to be sprayed in the City of Irwindale at any time.*** Contractor is required to complete the following prior to application:

1. The City's Representative shall be given a twenty-four (24) hour notice, in writing prior to every chemical application.
2. All pesticides shall be supplied by a licensed Pest Control Advisor.
3. In an effort to eliminate potential runoff within treated areas, pest control applicator shall monitor forecasted weather conditions to **avoid making**

applications within 72 hours of inclement weather. All pesticides shall be applied at approved times such that limit the possibility of contamination from climatic and other factors.

4. Application methods shall be used which insure that materials are confined to target area.
5. Extreme care and caution shall be exercised in transferring and/or mixing chemicals to prevent contamination of area outside the target area.
6. Disposal of excess chemicals shall be within the guidelines established in California Food and Agriculture Code.
7. Contractor's chemical application records shall be provided to City within seven (7) days after application.

FERTILIZER REGULATIONS. Fertilizer applications are included in the cost proposal. Precautions shall be taken by Contractor to contain fertilizer applications in the properly specified areas/water features and to prevent the deposing of materials into paved areas. Any fertilizer materials deposited onto paved areas shall be removed immediately.

POST-EMERGENT WEED CONTROL INCLUDED IN THE CONTRACT. Contractor shall exercise special care to remove all noxious weeds within landscape areas.

REMOVAL OF EXCESS DIRT. Contractor is required to remove excess dirt from all median islands, paying close attention to those median islands with little to no vegetation.

GREEN WASTE MANAGEMENT. All green waste debris resulting from maintenance operation shall be removed from site and disposed of the same day of maintenance at an approved Green Waste Composting Facility. Contractor must adhere to all SB 1383 regulations pertaining to Green Waste Recycling.

PROJECT SITES

- **Median Island No. 1:**
Irwindale Avenue between Cypress Avenue and Calle Breceda
- **Median Island No. 2:**
Irwindale Avenue between Calle Breceda and Martinez Street
- **Median Island No. 3**
Irwindale Avenue between Martinez Street and Peppertree Lane
- **Median Island No. 4**
Irwindale Avenue between Peppertree Lane and Central Street
- **Median Island No. 5**
Irwindale Avenue between Calle de Paseo and Calle de Norte
- **Median Island No. 6**
Irwindale Avenue between Juarez Street and Hidalgo Street
- **Median Island No. 7**
Irwindale Avenue between Hidalgo Street and Arrow Highway
- **Median Island No. 8**
Irwindale Avenue between Arrow Highway and south of McDonalds
- **Median Island No. 9**

Irwindale Avenue between south of McDonalds and Salvatiera Street

- **Median Island No. 10**
Irwindale Avenue north of Salvatiera Street
- **Median Island No. 11**
Irwindale Avenue south of Ornelas St.
- **Median Island No. 12**
Irwindale Avenue between west Ornelas Street and east Ornelas Street
- **Median Island No. 13**
Irwindale Avenue between east Ornelas Street and Business Center Drive
- **Median Island No. 14**
Irwindale Avenue north of Business Center Drive
- **Median Island No. 15**
Irwindale Avenue south of Gladstone Street
- **Median Island No. 16**
Irwindale Avenue north of 1st Street
- **Median Island No. 17**
Irwindale Avenue south of Gateway Business Drive
- **Median Island No. 18**
Irwindale Avenue between Gateway Business Drive and Jardin De Roca
- **Median Island No. 19**
Irwindale Avenue and 210 Fwy. Overpass (Partial Ownership) – Southern most point of island.
- **Median Island No. 20**
Irwindale Avenue and 210 Fwy. Overpass (Partial Ownership) – Northern most point of island.
- **Median Island No. 21**
Irwindale Avenue between 210 Fwy westbound off Ramp and Camino de la Cantera
- **Median Island No. 22**
Irwindale Avenue between Camino de la Cantera and Foothill Boulevard
- **Median Island No. 23**
Foothill Boulevard west of Irwindale Avenue
- **Median Island No. 24**
Foothill Boulevard between Irwindale Avenue and Calle Eva Miranda
- **Median Island No. 25**
Arrow Highway west of Vincent Avenue
- **Median Island No. 26**
Arrow Highway between Morada Street and Allen Drive
- **Median Island No. 27**
Arrow Highway between Allen Drive and Ayon Avenue
- **Median Island No. 28**
Arrow Highway west of Ayon Avenue
- **Median Island No. 29**
Arrow Highway east of Irwindale Avenue
- **Median Island No. 30**

- Arrow Highway west of Irwindale Avenue
- **Median Island No. 31**
Arrow Highway east of 4th Street
- **Median Island No. 32**
Arrow Highway west of 4th Street
- **Median Island No. 33**
Arrow Highway before and after Railroad Tracks
- **Median Island No. 34**
Arrow Highway east of Azusa Canyon Road
- **Median Island No. 35**
Arrow Highway west of Azusa Canyon Road
- **Median Island No. 36**
Arrow Highway east of Lante Street
- **Median Island No. 37**
Arrow Highway between Lante Street and Calmview Avenue
- **Median Island No. 38**
Arrow Highway between Calmview Avenue and Gayhurst Avenue
- **Median Island No. 39**
Arrow Highway between Gayhurst Avenue and Elton Street
- **Median Island No. 40**
Arrow Highway between Elton Street and Heintz Street
- **Median Island No. 41**
Arrow Highway between Heintz Street and Bleecker Street
- **Median Island No. 42**
Arrow Highway west of Bleecker Street
- **Median Island No. 43**
Arrow Highway between Bleecker Street and Maine Avenue in front of Allen Recycling
- **Median Island No. 44**
Arrow Highway between Bleecker Street and Maine Avenue and between Allen Recycling and 14424 Arrow Highway
- **Median Island No. 45**
Arrow Highway east of Maine Avenue
- **Median Island No. 46**
Live Oak Avenue west of Maine Avenue
- **Median Island No. 47**
Live Oak Avenue east of Baldwin Park Boulevard
- **Median Island No. 48**
Live Oak Avenue west of Baldwin Park Boulevard
- **Median Island No. 49**
Live Oak Avenue east of Stewart Avenue
- **Median Island No. 50**
Live Oak Avenue between Rivergrade Road and Live Oak Lane
- **Median Island No. 51**
Live Oak Avenue east of Graham Road

- **Median Island No. 52**
Live Oak Avenue west of Graham Road
- **Median Island No. 53**
Live Oak Avenue west of the 605 Freeway Overpass Bridge
- **Median Island No. 54A**
Live Oak Avenue between the easterly driveway approach of Irwindale Speedway and Spanish Oak Drive
- **Median Island No. 54B**
Live Oak Avenue between Spanish Oak Drive and Speedway Drive
- **Median Island No. 55**
Live Oak Avenue Speedway Drive to 600 Live Oak Avenue
- **Median Island No. 56**
Live Oak Avenue 600 Live Oak Avenue to Arrow Highway West End
- **Median Island No. 57**
Live Oak Avenue southeast of Arrow Highway West End
- **Median Island No. 58**
Live Oak Avenue southwest of Arrow Highway West End
- **Median Island No. 59**
Live Oak Avenue west of Arrow Highway West End
- **Median Island No. 60**
Live Oak Avenue east of Longden Avenue
- **Median Island No. 61**
Live oak Avenue at Longden Avenue (northeast corner)
- **Median Island No. 62**
Live Oak Avenue at Longden Avenue (northwest corner)
- **Median Island No. 63**
Live Oak Avenue west of Longden Avenue
- **Median Island No. 64**
Live Oak Avenue east of Myrtle Avenue
- **Median Island No. 65**
Myrtle Avenue at California Avenue
- **Median Island No. 66**
Myrtle Avenue north of Live Oak Avenue (partial ownership)
- **Median Island No. 67**
Peck Road north of Foothill Transit Driveway (partial ownership – share ownership with City of Arcadia)
- **Median Island No. 68**
Rivergrade Road south of Brooks Drive Flat Area only (partial ownership – share ownership with CalTrans – do not maintain slope)
- **Median Island No. 69**
Arrow Highway at Live Oak Avenue East End (Triangle)
- **Median Island No. 70**
Arrow Highway north of Live Oak Avenue
- **Median Island No. 71**
Arrow Highway north of the San Gabriel River Trail Pedestrian Crossing

- **Median Island No. 72**
Arrow Highway east of Kare Park (eastern most driveway approach)
- **Median Island No. 73**
Arrow Highway at Kare Park (east of middle driveway)
- **Median Island No. 74**
Arrow Highway between the 210 Freeway East Off-ramp and at Kare Park (in front of the northern most driveway approach)
- **Median Island No. 75**
Arrow Highway east of Avenida Barbosa
- **Median Island No. 76A**
Arrow Highway between Valley Oak and Avenida Barbosa
- **Median Island No. 76B**
Arrow Highway between Avenida Barbosa and Live Oak Avenue West End
- **Location No. 1**
Irwindale Post Office, 16025 Calle Del Norte, Irwindale
- **Location No. 2**
Irwindale Road Slope between Adelante and Avenida Padilla
- **Location No. 3**
Cypress Street from Nora to Fraijo Avenues
- **Location No. 4**
Bushes/Vines/Bougainvillea on Allen Drive, Peppertree Lane, and Eastside of Irwindale Avenue from Cypress Street to Calle Breceda
- **Location No. 5**
Live Oak Avenue at Arrow Highway East End

The Contractor, as part of this agreement, may be requested to replace diseased, damaged or destroyed plant material or add plants as needed to any overly bare or empty areas and perform other remedial work. Such work shall be considered as extra work by the City's representative.

NEGLECT OF CONTRACTOR. Exceptions shall be replacements due to the acts or neglect of Landscape contractor. Replacement of plant materials due to Contractor's neglect shall be of size and quality of the original plant material as directed by the City. These exceptions will be at the cost of the Contractor not the City.

EXCLUSIONS: Lighting replacements and any building servicing. Irrigation repairs. Steam cleaning hardscape and parking lot sweeping. Graffiti removal. Any city permits excluded. Excludes removing any large bulky items. Pruning trees excluded. However, the contractor is responsible for notifying the city of all the above listed exclusions.

IRRIGATION REPAIRS. Some annual irrigation repairs will be required and included in the contract as a lump sum. Contractor will provide an hourly prevailing wages rate for four (4) specific types of irrigation repairs.

ATTACHMENT "D"

REVISED REQUIRED SUPPLIES & RESPONSE FORM

THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL

Supplies & Equipment Required- Please let us know what supplies and equipment will be used to perform this work. For the products, please specify the brand. For equipment, please let us know the type, make, model, gas, diesel, or electric.

Herbicides (weed killer): Roundup or any herbicide with glyphosate is NOT allowed to be used.
Finale
Envoy

Power edgers: Power Trim Model 308-HOA or Shindaiwa Model LE-262

Weed whackers: Echo SRM-3020T

Mowers (types): EX-MARK Model ECX180CKA2100
Or Honda Model HRC2163PDA

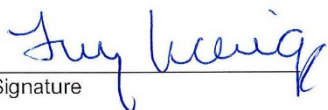
Vehicles (Make/Model/Qty.): Chevrolet / 2500 HD / Gas - 1
Toyota / Tacoma / Gas - 1

Blowers: Echo / PB580H / Gas

Chain saws: N/A

Hand Tools: Rakes, Pruners, Shovels, Brooms, Trash Cans, and Tarps
(shovels, rakes, pruners, etc.)

Traffic Control: Cones
(cones, message boards, etc.)


Signature

Terry Noriega, President
Print Name

5/27/2025
Date

EXHIBIT “B”

SPECIAL REQUIREMENTS

Contractor must have and maintain a valid California State Contractor’s License C-27.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

Contractor shall perform the requested services as set forth in the Scope of Services in accordance with the monthly rate \$9,916 and an annual total contract amount not to exceed \$110,352.00 for landscape maintenance. An additional annual amount of \$3,120 has been allocated for extraordinary median island irrigation repair.

The contract cost provides for all labor, material, and equipment to perform landscape maintenance per scope of work (please see exclusions and details) and includes Maintenance Prevailing Wages.

Any additional work authorized by City in writing shall be performed by Contractor based on the above monthly rates and extraordinary median island irrigation repair.

Description Scope of work as stated in Exhibit A includes visiting sites routinely to mow turf, prune shrubs & ground cover, remove litter, and weed control.

Exclusions: Steam cleaning hardscape and parking lot sweeping. Graffiti removal. Any city permits excluded. Excludes removing any larger bulk items. Pruning trees excluded.

ATTACHMENT “C”

PROPOSED BIDDING SCHEDULE/PRICE PROPOSAL FORM CITY OF IRWINDALE FACILITIES

THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL

The following is the cost to provide all management, supervision, labor, materials, supplies and equipment necessary to furnish complete janitorial services in accordance with Request for Quote.

MI #	STREET	LOCATION	MONTHLY RATE	ANNUAL RATE
1	IRWINDALE AVENUE	CYPRESS & CALLE BRECEDA	\$ 253.98	\$ 3,047.76
2	IRWINDALE AVENUE	CALLE BRECEDA & MARTINEZ STREET	\$ 74.73	\$ 896.76
3	IRWINDALE AVENUE	MARTINEZ STREET & PEPPERTREE LANE*	\$ 20.11	\$ 241.32
4	IRWINDALE AVENUE	PEPPERTREE LANE & CENTRAL STREET	\$ 28.90	\$ 346.80
5	IRWINDALE AVENUE	CALLE DE PASEO & CALLE DEL NORTE	\$ 94.46	\$ 1,133.52
6	IRWINDALE AVENUE	JUAREZ & HIDALGO STREETS*	\$ 19.59	\$ 235.08
7	IRWINDALE AVENUE	HIDALGO STREET & ARROW HIGHWAY*	\$ 14.12	\$ 169.44
8	IRWINDALE AVENUE	ARROW HIGHWAY & SOUTH OF MCDONALDS	\$ 37.65	\$ 451.80
9	IRWINDALE AVENUE	SOUTH OF MCDONALDS & SALVATIERA STREET*	\$ 20.44	\$ 245.28
10	IRWINDALE AVENUE	NORTH OF SALVATIERA STREET	\$ 22.30	\$ 267.60
11	IRWINDALE AVENUE	SOUTH OF ORNELAS STREET*	\$ 19.80	\$ 237.60
12	IRWINDALE AVENUE	WEST ORNELAS & EAST ORNELAS	\$ 75.95	\$ 911.40
13	IRWINDALE AVENUE	EAST ORNELAS & BUSINESS CENTER DRIVE*	\$ 19.28	\$ 231.36
14	IRWINDALE AVENUE	NORTH OF BUSINESS CENTER DRIVE*	\$ 5.31	\$ 63.72
15	IRWINDALE AVENUE	SOUTH OF GLADSTONE	\$ 87.43	\$ 1,049.16
16	IRWINDALE AVENUE	NORTH OF 1 ST STREET	\$ 116.66	\$ 1,399.92
17	IRWINDALE AVENUE	SOUTH OF GATEWAY BUSINESS DRIVE	\$ 105.70	\$ 1,268.40
18	IRWINDALE AVENUE	GATEWAY BUSINESS DRIVE & JARDIN DE ROCA*	\$ 60.24	\$ 722.88
19	IRWINDALE AVENUE	210 FWY OVERPASS – SOUTHERN MOST POINT OF ISLAND*	\$ 59.14	\$ 709.68
20	IRWINDALE AVENUE	210 FWY OVERPASS – NORTHERN MOST POINT OF ISLAND*	\$ 35.49	\$ 425.88
21	IRWINDALE AVENUE	210 FWY WEST BOUND OFF RAMP AND CAMINO DE LA CANTERA*	\$ 46.18	\$ 554.16
22	IRWINDALE AVENUE	CAMINO DE LA CANTERA & FOOTHILL BOULEVARD*	\$ 42.09	\$ 505.08
23	FOOTHILL BOULEVARD	WEST OF IRWINDALE AVENUE*	\$ 8.08	\$ 96.96
24	FOOTHILL BOULEVARD	IRWINDALE AVENUE AND CALLE EVA MIRANDA*	\$ 70.87	\$ 850.44
25	ARROW HIGHWAY	WEST OF VINCENT AVENUE	\$ 96.53	\$ 1,158.36
26	ARROW HIGHWAY	MORADA STREET & ALLEN DRIVE	\$ 65.07	\$ 780.84
27	ARROW HIGHWAY	ALLEN DRIVE AND AYON AVENUE	\$ 33.81	\$ 405.72
28	ARROW HIGHWAY	WEST OF AYON AVENUE	\$ 118.45	\$ 1,421.40
29	ARROW HIGHWAY	EAST OF IRWINDALE AVENUE*	\$ 51.69	\$ 620.28
30	ARROW HIGHWAY	WEST OF IRWINDALE AVENUE	\$ 81.75	\$ 981.00
31	ARROW HIGHWAY	EAST OF 4 TH STREET	\$ 121.67	\$ 1,460.04
32	ARROW HIGHWAY	WEST OF 4 TH STREET	\$ 50.54	\$ 606.48
33	ARROW HIGHWAY	BEFORE & AFTER RAILROAD TRACKS*	\$ 11.09	\$ 133.08
34	ARROW HIGHWAY	EAST OF AZUSA CANYON ROAD	\$ 47.77	\$ 573.24
35	ARROW HIGHWAY	WEST OF AZUSA CANYON ROAD	\$ 69.65	\$ 835.80
36	ARROW HIGHWAY	EAST OF LANTE STREET	\$ 95.00	\$ 1,140.00
37	ARROW HIGHWAY	LANTE STREET AND CALMVIEW AVENUE&	\$ 88.87	\$ 1,066.44
38	ARROW HIGHWAY	CALMVIEW & GAYHURST AVENUES	\$ 49.38	\$ 592.56
39	ARROW HIGHWAY	GAYHURST AVENUE & ELTON STREET	\$ 104.42	\$ 1,253.04
40	ARROW HIGHWAY	ELTON & HEINTZ STREET	\$ 166.80	\$ 2,001.60
41	ARROW HIGHWAY	HEINTZ & BLEECKER STREET	\$ 156.35	\$ 1,876.20
42	ARROW HIGHWAY	WEST OF BLEECKER STREET	\$ 106.00	\$ 1,272.00
43	ARROW HIGHWAY	BLEECKER STREET & MAIN AVENUE – SMALL ISLANDS	\$ 16.47	\$ 197.64
44	ARROW HIGHWAY	BLEECKER STREET & MAIN AVENUE – ALLAN COMPANY & 14424 ARROW HIGHWAY	\$ 152.19	\$ 1,826.28

45	ARROW HIGHWAY	EAST OF MAIN AVENUE*	\$ 37.98	\$ 455.76
46	ARROW HIGHWAY	WEST OF MAIN AVENUE	\$ 157.78	\$ 1,893.36
47	LIVE OAK AVENUE	EAST OF BALDWIN PARK BOULEVARD*	\$ 76.46	\$ 917.52
48	LIVE OAK AVENUE	WEST OF BALDWIN PARK BOULEVARD	\$ 146.88	\$ 1,762.56
49	LIVE OAK AVENUE	EAST OF STEWART AVENUE*	\$ 35.28	\$ 423.36
50	LIVE OAK AVENUE	RIVERGRADE ROAD & LIVE OAK LANE	\$ 167.26	\$ 2,007.12
51	LIVE OAK AVENUE	EAST GRAHAM ROAD	\$ 69.69	\$ 836.28
52	LIVE OAK AVENUE	WEST GRAHAM ROAD	\$ 88.60	\$ 1,063.20
53	LIVE OAK AVENUE	WEST OF 605 SOUTH FWY ON-RAMP*	\$ 87.43	\$ 1,049.16
54A	LIVE OAK AVENUE	EASTERLY DRIVEWAY APPROACH OF IRWINDALE SPEEDWAY & SPANISH OAK DRIVE	\$ 123.45	\$ 1,481.40
54B	LIVE OAK AVENUE	SPANISH OAK DRIVE & SPEEDWAY DRIVE*	\$ 123.45	\$ 1,481.40
55	LIVE OAK AVENUE	SPEEDWAY DRIVE TO 600 LIVE OAK AVENUE	\$ 335.81	\$ 4,029.72
56	LIVE OAK AVENUE	600 LIVE OAK AVENUE TO ARROW HIGHWAY WEST END	\$ 270.29	\$ 3,243.48
57	LIVE OAK AVENUE	SOUTHEAST OF ARROW HIGHWAY WEST END	\$ 26.67	\$ 320.04
58	LIVE OAK AVENUE	SOUTHWEST OF ARROW HIGHWAY WEST END	\$ 153.51	\$ 1,842.12
59	LIVE OAK AVENUE	WEST OF ARROW HIGHWAY WEST END	\$ 76.07	\$ 912.84
60	LIVE OAK AVENUE	EAST OF LONGDEN AVENUE	\$ 61.72	\$ 740.64
61	LIVE OAK AVENUE	NORTHEAST CORNER OF LONGDEN AVENUE*	\$ 95.46	\$ 1,145.52
62	LONGDEN AVENUE	NORTHWEST CORNER OF LIVE OAK AVENUE*	\$ 46.72	\$ 560.64
63	LIVE OAK AVENUE	WEST OF LONGDEN AVENUE	\$ 180.82	\$ 2,169.84
64	LIVE OAK AVENUE	EAST OF MYRTLE AVENUE*	\$ 36.56	\$ 438.72
65	MYRTLE AVENUE	AT CALIFORNIA	\$ 296.98	\$ 3,563.76
66	MYRTLE AVENUE	NORTH OF LIVE OAK AVENUE*	\$ 49.96	\$ 599.52
67	PECK ROAD	NORTH OF Foothill Transit Driveway (Partial Ownership)*	\$ 117.55	\$ 1,410.60
68	RIVERGRADE ROAD	SOUTH OF BROOKS DRIVE – FLAT AREA ONLY	\$ 285.52	\$ 3,426.24
69	ARROW HIGHWAY	LIVE OAK AVENUE EAST END	\$ 371.79	\$ 4,461.48
70	ARROW HIGHWAY	NORTH OF LIVE OAK AVENUE EAST END*	\$ 13.95	\$ 167.40
71	ARROW HIGHWAY	NORTH OF THE SAN GABRIEL RIVER TRAIL PEDESTRIAN CROSSING	\$ 120.11	\$ 1,441.32
72	ARROW HIGHWAY	EAST OF KARE PARK – EASTERN MOST APPROACH	\$ 38.05	\$ 456.60
73	ARROW HIGHWAY	AT KARE PARK – EAST OF MIDDLE DRIVEWAY APPROACH	\$ 53.63	\$ 643.56
74	ARROW HIGHWAY	AT KARE PARK – EAST OF 210 OFF RAMP	\$ 238.91	\$ 2,866.92
75	ARROW HIGHWAY	EAST OF AVENIDA BARBOSA	\$ 143.04	\$ 1,716.48
76A	ARROW HIGHWAY	VALLEY OAK AND AVENIDA BARBOSA	\$ 163.09	\$ 1,957.08
76B	ARROW HIGHWAY	AVENIDA BARBOSA & LIVE OAK AVENUE WEST END	\$ 288.19	\$ 3,458.28
L1	CALLE DEL NORTE	16025 CALLE DEL NORTE	\$ 14.06	\$ 168.72
L2	IRWINDALE ROAD	6365 IRWINDALE ROAD	\$ 814.60	\$ 9,775.20
L3	CYPRESS STREET	15641 CYPRESS STREET	\$ 21.55	\$ 258.60
L4	VARIOUS LOCATIONS	ALLEN DRIVE, PEPPERTREE LANE, IRWINDALE AVENUE	\$ 301.42	\$ 3,617.04
L5	LIVE OAK	AT ARROW HIGHWAY EAST END POINT	\$ 443.71	\$ 5,324.52
TOTAL MONTHLY/YEARLY MAINTENANCE:			\$ 9,196.00	\$ 110,352.00

* These costs reflect the cost of only removing excess dirt from these median islands.

TYPES OF IRRIGATION REPAIR	HOURLY RATE	EST. HOURS	TOTAL
Replacement of sprinkler heads	\$ 78.00	10	\$780.00
Replacement of valves	\$ 78.00	10	\$780.00
Replacement of controller	\$ 78.00	10	\$780.00
Replacement of Solenoid with TBOS Solenoid	\$ 78.00	10	\$780.00
TOTAL IRRIGATION REPAIRS:			\$3,120.00

TOTAL ANNUAL MAINTENANCE PRICE: \$ 110,352.00

ATTACHMENT "C" CONTINUED

TOTAL ANNUAL PRICE FOR ANNUAL MAINTENANCE

WRITTEN IN WORDS:

one hundred ten thousand three hundred fifty-two dollars

ALTERNATE BID

TOTAL ANNUAL IRRIGATION REPAIR PRICE: \$ 3,120.00

TOTAL ANNUAL PRICE FOR BOTH ANNUAL MAINTENANCE & IRRIGATION REPAIRS:
\$113,472.00

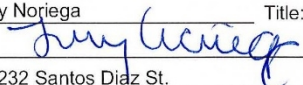
TOTAL ANNUAL PRICE FOR BOTH ANNUAL MAINTENANCE & IRRIGATION REPAIRS
WRITTEN IN WORDS:

one hundred thirteen thousand four hundred seventy-two dollars

THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL QUOTATIONS OR ANY PORTION THEREOF. THE UNDERSIGNED AGREES THAT, IF AWARDED THE CONTRACT, HE/SHE WILL PERFORM ALL WORK ACCORDING TO THE CONTRACT DOCUMENTS. THE CITY MAY CHOOSE TO ADD A LUMP SUM EXTRAORDINARY LANDSCAPE MAINTENANCE FEE TO INCLUDE IRRIGATION REPAIR AS OUTLINED IN ATTACHMENT "B" AND OUTLINED IN THIS ATTACHMENT.

I, as a company official, acknowledge the costs above have been reviewed and reflect the true value of the maintenance work our company will provide the City of Irwindale should we be chosen as the Contractor.

Name: Terry Noriega Title: President

Signature:  Date: 5/27/2025

Address: 6232 Santos Diaz St. City/Zip Code: Irwindale, CA 91702

ATTACHMENT “B” REVISED

THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL

**MEDIAN ISLAND IRRIGATION SYSTEMS
(EXTRAORDINARY MAINTENANCE)**

MI #	STREET	LOCATION	IRRIGATION SYSTEM	CONDITION
1	IRWINDALE AVENUE	CYPRESS & CALLE BRECEDA	YES	GOOD
2	IRWINDALE AVENUE	CALLE BRECEDA & MARTINEZ STREET	YES	FAIR
3	IRWINDALE AVENUE	MARTINEZ STREET & PEPPERTREE LANE	YES	GOOD
4	IRWINDALE AVENUE	PEPPERTREE LANE & CENTRAL STREET	YES	FAIR
5	IRWINDALE AVENUE	CALLE DE PASEO & CALLE DEL NORTE	YES	GOOD
6	IRWINDALE AVENUE	JUAREZ & HIDALGO STREETS	YES	GOOD
7	IRWINDALE AVENUE	HIDALGO STREET & ARROW HIGHWAY	NO	N/A
8	IRWINDALE AVENUE	ARROW HIGHWAY & SOUTH OF MCDONALDS	YES	GOOD
9	IRWINDALE AVENUE	SOUTH OF MCDONALDS & SALVATIERA STREET	YES	GOOD
10	IRWINDALE AVENUE	NORTH OF SALVATIERA STREET	YES	GOOD
11	IRWINDALE AVENUE	SOUTH OF ORNELAS STREET	YES	FAIR
12	IRWINDALE AVENUE	WEST ORNELAS & EAST ORNELAS	YES	FAIR
13	IRWINDALE AVENUE	EAST ORNELAS & BUSINESS CENTER DRIVE	NO	N/A
14	IRWINDALE AVENUE	NORTH OF BUSINESS CENTER DRIVE	NO	N/A
15	IRWINDALE AVENUE	SOUTH OF GLADSTONE	NO	N/A
16	IRWINDALE AVENUE	NORTH OF 1 ST STREET	YES	FAIR
17	IRWINDALE AVENUE	SOUTH OF GATEWAY BUSINESS DRIVE	YES	FAIR
18	IRWINDALE AVENUE	GATEWAY BUSINESS DRIVE & JARDIN DE ROCA	NO	N/A
19	IRWINDALE AVENUE	210 FWY OVERPASS – SOUTHERN MOST POINT OF ISLAND	NO	N/A
20	IRWINDALE AVENUE	210 FWY OVERPASS – NORTHERN MOST POINT OF ISLAND	NO	N/A
21	IRWINDALE AVENUE	210 FWY WEST BOUND OFF RAMP AND CAMINO DE LA CANTERA	NO	N/A
22	IRWINDALE AVENUE	CAMINO DE LA CANTERA & FOOTHILL BOULEVARD	NO	N/A
23	FOOTHILL BLVD	WEST OF IRWINDALE AVENUE	NO	N/A
24	FOOTHILL BLVD	IRWINDALE AVENUE AND CALLE EVA MIRANDA	NO	N/A

25	ARROW HIGHWAY	WEST OF VINCENT AVENUE	YES	GOOD
26	ARROW HIGHWAY	MORADA STREET & ALLEN DRIVE	YES	GOOD
27	ARROW HIGHWAY	ALLEN DRIVE AND AYON AVENUE	YES	GOOD
28	ARROW HIGHWAY	WEST OF AYON AVENUE	YES	GOOD
29	ARROW HIGHWAY	EAST OF IRWINDALE AVENUE	NO	N/A
30	ARROW HIGHWAY	WEST OF IRWINDALE AVENUE	YES	GOOD
31	ARROW HIGHWAY	EAST OF 4 TH STREET	YES	GOOD
32	ARROW HIGHWAY	WEST OF 4 TH STREET	YES	GOOD
33	ARROW HIGHWAY	BEFORE & AFTER RAILROAD TRACKS	NO	N/A
34	ARROW HIGHWAY	EAST OF AZUSA CANYON ROAD	YES	FAIR
35	ARROW HIGHWAY	WEST OF AZUSA CANYON ROAD	YES	GOOD
36	ARROW HIGHWAY	EAST OF LANTE STREET	YES	GOOD
37	ARROW HIGHWAY	LANTE STREET AND CALMVIEW AVENUE&	YES	GOOD
38	ARROW HIGHWAY	CALMVIEW & GAYHURST AVENUES	YES	GOOD
39	ARROW HIGHWAY	GAYHURST AVENUE & ELTON STREET	YES	GOOD
40	ARROW HIGHWAY	ELTON & HEINTZ STREET	YES	GOOD
41	ARROW HIGHWAY	HEINTZ & BLEEKER STREET	YES	GOOD
42	ARROW HIGHWAY	WEST OF BLEECKER STREET	YES	GOOD
43	ARROW HIGHWAY	BLEECKER STREET & MAIN AVENUE--SMALL ISLANDS	YES	FAIR
44	ARROW HIGHWAY	BLEECKER STREET & MAIN AVENUE – ALLAN COMPANY & 14424 ARROW HIGHWAY	YES	GOOD
45	ARROW HIGHWAY	EAST OF MAIN AVENUE	NO	N/A
46	ARROW HIGHWAY	WEST OF MAIN AVENUE	NO	N/A
47	LIVE OAK AVENUE	EAST OF BALDWIN PARK BOULEVARD	NO	N/A
48	LIVE OAK AVENUE	WEST OF BALDWIN PARK BOULEVARD	NO	N/A
49	LIVE OAK AVENUE	EAST OF STEWART AVENUE	NO	N/A
50	LIVE OAK AVENUE	RIVERGRADE ROAD & LIVE OAK LANE	YES	POOR
51	LIVE OAK AVENUE	EAST GRAHAM ROAD	YES	POOR
52	LIVE OAK AVENUE	WEST GRAHAM ROAD	YES	POOR
53	LIVE OAK AVENUE	WEST OF 605 SOUTH FWY ON-RAMP	NO	N/A
54A	LIVE OAK AVENUE	EASTERLY DRIVEWAY APPROACH OF IRWINDALE SPEEDWAY & SPANISH OAK DRIVE	YES	GOOD
54B	LIVE OAK AVENUE	SPANISH OAK DRIVE & SPEEDWAY DRIVE	YES	GOOD
55	LIVE OAK AVENUE	SPEEDWAY DRIVE TO 600 LIVE OAK AVENUE	YES	GOOD
56	LIVE OAK AVENUE	600 LIVE OAK AVENUE TO ARROW HIGHWAY WEST END	YES	GOOD
57	LIVE OAK AVENUE	SOUTHEAST OF ARROW HIGHWAY WEST END	YES	GOOD
58	LIVE OAK AVENUE	SOUTHWEST OF ARROW HIGHWAY WEST END	YES	POOR

59	LIVE OAK AVENUE	WEST OF ARROW HIGHWAY WEST END	YES	POOR
60	LIVE OAK AVENUE	EAST OF LONGDEN AVENUE	YES	POOR
61	LIVE OAK AVENUE	NORTHEAST CORNER OF LONGDEN AVENUE	NO	N/A
62	LONGDEN AVENUE	NORTHWEST CORNER OF LIVE OAK AVENUE	NO	N/A
63	LIVE OAK AVENUE	WEST OF LONGDEN AVENUE	YES	FAIR
64	LIVE OAK AVENUE	EAST OF MYRTLE AVENUE	YES	POOR
65	MYRTLE AVENUE	AT CALIFORNIA	NO	N/A
66	MYRTLE AVENUE	NORTH OF LIVE OAK AVENUE	NO	N/A
67	PECK ROAD	NORTH OF FOOTHILL TRANSIT DRIVEWAY (PARTIAL OWNERSHIP)	NO	N/A
68	RIVERGRADE RD	SOUTH OF BROOKS DRIVE – FLAT AREA ONLY	NO	N/A
69	ARROW HIGHWAY	LIVE OAK AVENUE EAST END	NO	N/A
70	ARROW HIGHWAY	NORTH OF LIVE OAK AVENUE EAST END	NO	N/A
71	ARROW HIGHWAY	NORTH OF THE SAN GABRIEL RIVER TRAIL PEDESTRIAN CROSSING	YES	FAIR
72	ARROW HIGHWAY	EAST OF KARE PARK – EASTERN MOST APPROACH	YES	FAIR
73	ARROW HIGHWAY	AT KARE PARK – EAST OF MIDDLE DRIVEWAY APPROACH	YES	FAIR
74	ARROW HIGHWAY	AT KARE PARK – EAST OF 210 OFF RAMP	YES	FAIR
75	ARROW HIGHWAY	EAST OF AVENIDA BARBOSA	YES	POOR
76A	ARROW HIGHWAY	VALLEY OAK & AVENIDA BARBOSA	YES	POOR
76B	ARROW HIGHWAY	AVENIDA BARBOSA & LIVE OAK AVENUE WEST END	YES	POOR
L1	CALLE DEL NORTE	16025 CALLE DEL NORTE	NO	N/A
L2	IRWINDALE ROAD	6365 IRWINDALE ROAD	NO	N/A
L3	CYPRESS STREET	15641 CYPRESS STREET	YES	FAIR
L4	VARIOUS LOCATIONS	ALLEN DRIVE, PEPPERTREE LANE, IRWINDALE AVENUE	YES	FAIR
L5	LIVE OAK	AT ARROW HIGHWAY EAST END POINT	NO	N/A

Irrigation repair is not a part of the monthly maintenance contract, unless the Contractor breaks any portion of the irrigation system such as sprinkler head or valve during routine maintenance in which case the cost of the repairs will be at the expense of the Contractor. Therefore, the City is asking for the following cost quotations for any irrigation repair required under extraordinary maintenance. The hourly rate should include labor (prevailing wages), equipment, and materials.

TYPES OF IRRIGATION REPAIR	HOURLY RATE
Replacement of sprinkler heads	\$ 78.00
Replacement of valves	\$ 78.00
Replacement of controller	\$ 78.00
Replacement of Solenoid with TBOS Solenoid	\$ 78.00

Contractor may also submit its hourly rate schedule along with this attachment to show all rates.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

A two (2) man crew for 4 days a week to maintain the 78 median islands, the Post Office, Irwindale Road Slope, Cypress Street between Nora and Fraijo Avenues, the bushes/vines/Bougainvillea's on Allen Drive, Peppertree Lane, and Eastside of Irwindale Avenue between Cypress Street and Calle Breceda, and Live Oak Avenue at Arrow Hwy East End Point all in the City of Irwindale. The following is the assigned staff positions:

JOB TITLE	DAYS PER WEEK	DESCRIPTIONS
Foreman	4 days per week	The foreman will be responsible for routine tasks such as debris removal, turf care, weed control and pruning. The foremen will be in direct contact with the Account Manager.
Laborer	4 days per week	The laborer will be responsible for assisting in routine tasks such as debris removal, turf care, weed control and pruning. The foremen will be in direct contact with the Account Manager.
Irrigation Technician	1 day per month	The irrigation technician will be responsible for monthly inspections of all irrigation systems.

Item #20.G.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Facility Use Policy for the Irwindale City Council Chambers

City Manager's Recommendation:

Adopt Resolution No. 2025-23-3611 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A FACILITY USE POLICY FOR THE IRWINDALE CITY COUNCIL CHAMBERS" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk



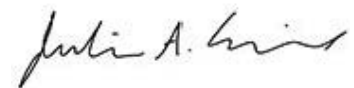
Reviewed by:

Adrian R. Guerra, City Attorney



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The primary use of the Irwindale City Council Chamber is to conduct the legislative and other official business of the City of Irwindale. It is dedicated for use by official constituted bodies of the City, City departments, governmental agencies such as the water districts, City-sponsored and co-sponsored programs and events.

From time to time, non-profit organizations and civic clubs that are related to City business or that are hosting events associated with a government purpose, request the use of the City Council Chamber. These requests have been granted on a case-by-case basis. It is now recommended that a formal policy be approved to establish the priority use for the City Council Chamber. The proposed policy sets the procedure for scheduling use of the City Council Chamber and identifies the rules associated with permitted use. There will not be a user fee for use of the room and liability insurance will be required.

The uses allowed in the City Council Chamber are listed in priority order as follows:

1. Any regular or special meeting of the City Council
2. City departments or city-appointed commissions and/or advisory boards
3. Other city, county, state, or federal agencies or officials; governing bodies of local governmental or quasi-governmental agencies
4. City-sponsored or co-sponsored programs (i.e. town hall meetings, workshops, and meetings with state and federal representatives)
5. Non-profit organizations or civic clubs that are related to City business or that are hosting events associated with a government purpose; any non-profit organizations or civic clubs that are based in the City of Irwindale

Facility users identified in categories 3 and 5 above would be required to obtain liability insurance for use of the City Council Chambers. Insurance is available for purchase through the City of Irwindale at cost, and varies based on the type of event. For recurring events (i.e. meetings held on a monthly or quarterly basis), it is the responsibility of the agency/organization to procure and provide its own liability insurance. It would now be appropriate for the City Council to review the proposed policy for consideration of adoption and implementation.

Fiscal Impact:

There is no fiscal impact associated with this matter. Any costs for liability insurance, extraordinary janitorial services, and/or repairs to equipment in the City Council Chamber will be the responsibility of the Facility User.

Attachments:

1. Resolution No. 2025-23-3611

RESOLUTION NO. 2025-23-3611

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
ADOPTING A FACILITY USE POLICY FOR THE IRWINDALE CITY COUNCIL
CHAMBERS**

WHEREAS, the primary use of the Irwindale City Council Chambers is to conduct the legislative and other official business of the city of Irwindale; and

WHEREAS, the Irwindale City Council Chamber is dedicated for use by officially constituted bodies of the City, City departments, governmental agencies, and City-sponsored and co-sponsored programs and events; and

WHEREAS, from time to time, non-profit organizations that are related to City business or that are hosting events that are associated with a government purpose request the use of the City Council Chamber; and

WHEREAS, the City of Irwindale has previously approved the use of the Council Chamber upon request; and

WHEREAS, to establish guidelines and priorities for the use of the Irwindale City Council Chamber, the City Council wishes to establish a formal policy.

**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 and adopts the City of Irwindale Facility Use Policy for the Irwindale City Council Chamber. City staff is hereby authorized to utilize and implement the Policy, attached hereto as **Exhibit "A"**.

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 _____ day of March 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. 2025-23-3611 duly adopted by the City Council of the City of Irwindale, at a regular meeting 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



Facility Use Policy for the Irwindale City Council Chamber

June ____, 2025

I. PURPOSE

The purpose of this policy is to govern the use of the Irwindale City Council Chamber (which includes the outer Council Chamber and restrooms).

II. OBJECTIVES

The primary use of the City Council Chamber is to conduct the legislative and other official business of the City of Irwindale. The City Council Chamber is dedicated for use by officially constituted bodies of the City, City departments, governmental agencies, and City-sponsored and co-sponsored programs and events.

III. ALLOWABLE USES AND POLICY

The uses allowed in the City Council Chamber are as follows:

- 1) Any regular or special meeting of the City Council
- 2) City departments or city-appointed commissions and/or advisory boards
- 3) Other city, county, state, or federal agencies or officials; governing bodies of local governmental or quasi-governmental agencies
- 4) City sponsored or co-sponsored programs (i.e. town hall meetings, workshops, and meetings with state and federal representatives)
- 5) Non-profit organizations or civic clubs that are related to City business or that are hosting events associated with a government purpose; any non-profit organizations or civic clubs that are based in the City of Irwindale

Use of the City Council Chamber for City business shall be the priority use. City Council Chamber use by other allowable users identified in categories 4 & 5 above may be accommodated after City uses are scheduled, provided the use can be accommodated by the City.

IV. PROCEDURES AND RESPONSIBILITIES

A. Scheduling the use of the City Council Chamber

- 1) All requests to use the City Council Chamber by users identified in categories 4 & 5 must be submitted to the City Clerk's office using the City's application form ("Application") and will be processed on a first-come, first-served basis. Reservations may be made up to six months in advance.

- 2) Applications, Certificate of Insurance and Endorsement, and Release of Liability, Assumption of Risk and Indemnity Agreement must be completed and received by the City Clerk's office at least five (5) working days before the requested date of use.
- 3) The Application must be signed by an officer of the organization having the authority to bind the applicant and the organization to the terms and conditions of the Applications and this policy.
- 4) The City will review the Application and reserves the right to disapprove the use if all of the provisions of this Policy are not met.
- 5) All facility use reservations shall be made subject to the condition that the City of Irwindale maintains the right to cancel or change any reservation if the Council Chamber is needed for official City business. In no event shall the City of Irwindale have any liability whatsoever for any cancellation made under the City of Irwindale's authority to do so.

B. Rules for use of the City Council Chamber

- 1) For purposes of this Policy, the term "Facility User" is defined collectively as those allowable users designated under Section 3, subsections 1, 2, 3, 4, and 5.
- 2) The City Council Chamber will normally be available for use Monday through Thursday between the hours of 8:00 a.m. and 6:00 p.m. It is not normally available for use on recognized City holidays, Fridays, and weekends.
- 3) The City reserves the right to require the Facility User to obtain liability insurance for the use of the City Council Chamber by Facility User. The City and its officials, officers, and employees will be named as additional insureds under the liability insurance policy (\$1,000,000). Before commencement of the use of the City Council Chamber, the Facility User shall provide the City Clerk's office with a Certificate of Insurance confirming satisfaction of this insurance requirement
- 4) In case of City-sponsored or co-sponsored activities, a City employee must be designated as a contact and must be present for duration of the time that the City Council Chamber is used for the requested event.
- 5) Set up and tear down of the physical layout and clean-up of the City Council Chamber shall be the responsibility of the Facility User. Facility User shall be responsible for removing all personal property prior to vacating the facility.

- a) Absolutely no open flames are allowed in the Council Chamber, outer Council Chamber or restrooms.
 - b) No foreign substance may be applied to the floor, walls, or ceiling (this includes decorations).
 - c) Gambling or wagering is prohibited
- 6) The Facility User will be responsible for complying with the applicable State and local occupancy limits and other life safety requirements including, without limitation, keeping ingress/egress routes clear. Maximum seating occupancy in the audience area of the City Council Chamber is eighty (80) persons.
 - 7) All persons who use the City Council Chamber shall leave the floors, tables, and chairs in clean condition after the use is completed. If special cleaning is required because of spillage, etc., the need for such special cleaning must be reported to the City Clerk's office. The Facility User shall be responsible for payment of the cost of such special cleaning.
 - 8) Alcohol is not allowed in the City Council Chamber.
 - 9) Smoking is not allowed in the City Council Chamber.
 - 10) Bicycles scooters, and any wheeled vehicles other than those for the disabled are not allowed in the City Council Chamber.
 - 11) Groups composed of minors must be supervised by at least one (1) adult for every ten (10) children under the age of 18 at all times while they are using the facility.
 - 12) If any damage occurs to the City Council Chamber including, without limitation, loss or damage to equipment or property as a result of the use of the City Council Chamber, the Facility User shall reimburse the City the total cost of repair of the City Council Chamber, equipment or property or the replacement of damaged equipment or property. Such reimbursement shall be paid in full to the City within ten (10) days after the date of the City's written request for reimbursement.
 - 13) The City of Irwindale reserves the right to charge a Facility User for equipment use and staff time associated with the use of the City Council Chamber, including audio visual and computer equipment.
 - 14) No individual, organization, or agency shall be permitted to use the City Council Chamber for the purpose of supporting or opposing any measure or candidate which may appear or has appeared on any election ballot.

- 15) Any activities in the City Council Chamber shall comply with all applicable State and City health and safety codes.
- 16) Use of the City Council Chamber includes the use of Council Chamber, outer chamber conference tables and restrooms only. The doors that allow access to City Hall and the Police Department will be locked from 6:00 p.m. to 7:30 a.m. for security and privacy reasons. The Facility User shall take all necessary steps to ensure that no one present in the City Council Chamber during the Facility User's use will be allowed into any other portion of City Hall or the Irwindale Police Department.
- 17) The use of the Council Chamber will not be restricted because of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, medical condition, religion, place of national origin, or any other basis prohibited by law.

C. Revocation of approval to use the City Council Chamber

All approved requests for use of the City Council Chamber are revocable by the City Manager or his designee at any time. The reasons for revocation include, without limitation, the need for the City Council Chamber or higher priority City business, or the occurrence of an emergency or a Facility User's failure to abide by the provisions of the Application and this Policy.



City of Irwindale Facility Use Policy for the Irwindale City Council Chamber

Name of Applicant: _____ Representing: _____
(Organization)

Address: _____

Phone #: _____ Email: _____ Anticipated attendance: _____

Dates of Requested Use: _____ Hours: _____ am/pm to _____ am/pm
(include set up and take down time)

Purpose of this use: _____

Special requests: _____

Applicant may be charged for additional City staff and cleanup, as needed.

Any change, alteration, or modification of intended use ("New Use") must be approved by the City Manager before the City Council Chamber can be used for the New Use. Change of the intended use can result in cancellation of the use of the City Council Chamber or change in use requirements.

The applicant and the Organization identified above, agree to defend, indemnify, and hold harmless the City, its officials officers, agents, and employees from any and all liability, damages, losses, claims or injuries arising out of or alleged to arise out of or in any way related to the use of the City Council Chamber and caused by any act or omission to act of the applicant the Organization or its officers, employees, agents, including monitors, or any other persons attending or joining in the use of the City Council Chamber.

I, the undersigned, hereby certify that I will be personally responsible and the Organization will be responsible for any damage/loss sustained by the building, City Council Chamber, furniture or equipment or unusual clean up occurring through the use of the City Council Chamber.

Applicant has received a copy of and has read the City of Irwindale's Facility Use Policy for the Irwindale City Council Chamber ("Policy") attached to this Application and made a part hereof and agrees for itself and on behalf of the Organization to comply with and abide by the provisions of this Application and all the provisions of the Policy and cause all persons using the City Council Chamber during use identified in this Application or the New Use to abide by and comply with all the terms and conditions of the Policy.

I hereby represent I have been given all necessary rights, power, and authority to execute this Application on behalf of the Organization. This Application constitutes the legal, valid, and binding obligation of the Organization and me enforceable against the Organization and me in accordance with its terms.

I hereby certify that all the information provided above is correct.

Applicant signature: _____ Date: _____

City department head signature, _____ Date: _____
(if co-sponsored)

Note: This application must be returned to the City Clerk, City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, CA 91706 or cityclerk@irwindaleca.gov

City of Irwindale Use Only – Do Not Write Below This Line

Date application received: _____

Approved/disapproved by: _____ Date: _____ Notice mailed: _____

Request reviewed and scheduled by: _____ Title: _____ Date: _____



City of Irwindale
Insurance Requirement Guidelines

The City of Irwindale requires a Certificate of Insurance (COI) with the following minimum coverage:

1. General Liability Insurance with limits of:
 - (a) \$1 million per occurrence
 - (b) \$2 million general aggregate
2. Workers' Compensation with limits of \$1 million
 - (a) This is required if the insured has paid employees
3. The Certificate Holder section must reflect:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
4. Endorsement Certificate:
 - (a) In addition to the certificate of insurance, the City of Irwindale requires an Additional Insured Endorsement page stating the following:

The policy is endorsed naming the City of Irwindale, its elected officials, representatives, employees and agents" as Additional Insured.

The policy is endorsed with the Waiver of Subrogation in favor of the City of Irwindale, its elected officials, representatives, employees and agents.

- (b) The actual Endorsement Certificate must be attached to the Certificate of Insurance.
 - (c) Listing the City as an additional insured on the Certificate of Insurance is not sufficient without the endorsement certificate.
5. Insurance policy must be issued by an admitted insurer licensed to transact business in the State of California and by an insurer assigned an A.M. Best Rating of "Excellent" or better.
6. For events and facility rentals, liquor liability insurance is required if alcohol will be consumed at the event.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Draft Recreational Vehicle Ordinance

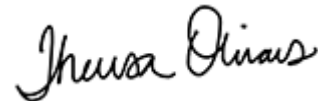
City Manager's Recommendation:

That the City Council provide direction on the Draft Recreational Vehicle Ordinance.

Administrative Action:

Submitted / Prepared by:

Theresa Olivares, Assistant City Manager



Reviewed by:

Adrian R. Guerra, City Attorney

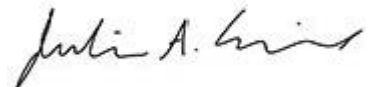


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 9, 2025, staff provided information to the City Council relating to recreation vehicle parking on City streets, including Council's previous discussions related to this matter. On May 28, 2025, staff provided additional information requested by the City Council including sample ordinances from other agencies, possible sites available for acquisition for recreational vehicle parking, and Code Enforcement / Safety concerns. The City Council directed staff to prepare a draft ordinance for the Council's review

and consideration to prohibit recreational vehicle on public streets.

The attached draft ordinance for the City Council to discuss and includes the following key provisions:

1. Recreational Vehicles (RV) includes a motor home, travel trailer, truck camper, camping trailer, fifth-wheel travel trailer, boat, watercraft, or park trailer.
2. City issued temporary RV parking permit (Permit) will be required to park an RV on a residential street. Permit will include vehicle license number, date of issuance, valid date and time, valid DMV registration, and proof of Irwindale residency.
3. The Permit allows a resident to park an RV in front of his or her residence for 24-hours to allow for preparing or a trip, or unloading, cleaning or preparing a RV after a trip.
4. Each resident is limited to two Permits per calendar month.
5. Out-of-town visitor Permit is limited to 7 consecutive days per month and 21-days per calendar year, per residential address.
6. Only 1 temporary Permit will be issued per resident at any given time.
7. Permit must be clearly visible to law enforcement personnel.
8. RV may only be parked in front of the address identified on the permit.
9. RV may not be stored with opened slide outs and may not be inhibited at any time.
10. Any vehicle in violation of this chapter may be removed by the police department and the cost of removing and storing the vehicle will be the responsibility of the registered owner.
11. No utility connections, electrical cords, extensions cords, hoses or cables, or their others to cross over, above, on or across any public right of way, parkway, pathway, sidewalk from a residential or commercial property to an RV parked on a public street, alley or highway.
12. A generator may not be used between the hours of 10 pm and 7 am.
13. An RV may not connect to the public sewer system or dump waste onto public or private land or into streets, gutters or storm drains.
14. The Permit may be revoked by issuing a written notice or revocation identifying why and the effective date of the revocation.

Attached is a copy of the newly adopted IMC Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles which addressed the storage of RV's on residential property.

Fiscal Impact:

None

Attachments:

1. (IRW) RV Parking Ordinance - DRAFT (2014182.2)
2. IMC 17.13.120 Parking and Storage of Commercial and Recreational Vehicles

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING CHAPTER XXX OF THE CITY OF IRWINDALE MUNICIPAL CODE, RELATING TO PARKING, STOPPING AND STANDING OF RECREATIONAL VEHICLES; ESTABLISHMENT OF CITY RECREATIONAL VEHICLE PARKING PERMITS

WHEREAS, California Vehicle Code Sections 22507 and 22507.5 empower cities to regulate vehicular parking within their jurisdictions; and

WHEREAS, the City of Irwindale ("City"), in recent years, has experienced an increase of Recreational Vehicle (hereafter "RV") parking within both commercial and residential areas of the City; and

WHEREAS, this increase in RV parking activity has created public health and safety concerns and has reduced the City's available parking spaces; and

WHEREAS, to minimize these health and safety and parking concerns, the City proposes an ordinance prohibiting the parking of RVs on non-residential streets, and the requirement of a City-issued Resident and/or "Out-of-Town" Visitor RV parking permit for residential streets of the City.

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

SECTION 1. Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Adoption of Code. A new section XXXX of Chapter XXX of Title XX of the Irwindale Municipal Code is hereby added to read as follows:

"XXXX. Purpose.

The purpose of this chapter is to mitigate the public health and safety concerns associated with the parking of recreational vehicles, increase the availability of parking for City residents, businesses and visitors and preserve the character of neighborhoods to benefit the health, safety and welfare of City residents.

XXXX. Definitions.

For the purpose of the provisions of this chapter, the following words and phrases shall be construed to have the following meanings, unless it is apparent from the context that a different meaning is intended:

- A. "Recreational Vehicle" or "RV" means a motorhome, travel trailer, truck camper, camping trailer, or other vehicle or trailer, with or without motor power, designed or altered for human habitation for recreational, emergency or other human occupancy. or any structure inspected, approved and designated as a Recreational Vehicle by, and bearing the insignia of, the State of California or any other state or federal

agency having the authority to approve Recreational Vehicles. "Recreational vehicle" shall include, without limitation, any of the following: a "camp trailer," as defined by California Vehicle Code Section 242; a "fifth wheel travel trailer " as defined by California Vehicle Code Section 324; a "house car" as defined in California Vehicle Code Section 362; a "trailer" as defined in California Vehicle Code Section 630; a "trailer coach" as defined in California Vehicle Code Section 635; a "mobile home," as defined by California Vehicle Code Section 396; a boat, watercraft and/or trailer for a boat or watercraft ; a "park trailer" as defined in California Health & Safety Code Section 18009.3; a "Recreational Vehicle" as defined in California Health & Safety Code Section 18010 and a "truck camper" as defined in California Health & Safety Code Section 18013.4.

- B. "Resident" means a person who customarily resides and maintains a place of abode or who owns land within the City. It shall not mean a person who maintains an address at a mailbox drop or who rents a room which is not his or her primary place of abode nor shall it mean a person who maintains only a post office box unless that person also provides valid and verifiable evidence of residence, such as a utility bill/contract, and federal or state government-issued identification, at a street address within the City.
- C. "Out-of-town visitor" means any natural person who does not reside in the City who is temporarily visiting as a guest of a resident of the City and who has applied for a temporary RV parking permit.
- D. "RV temporary Guest Permit" means a limited duration parking permit for a Recreational Vehicle belonging to an out-of-town visitor issued by the City Manager of his/her designee in accordance with the provisions of this chapter.

XXXX. Permit required.

No person shall park, stop or leave standing for any period of time exceeding two (2) hours any Recreational Vehicle on any public street, highway or alley or public property or private commercial property other than automotive service facilities, within the City at any time. Recreational Vehicles shall not park within any residential zones of the City except pursuant to a temporary RV parking permit issued by the City Manager, or his/her designee, pursuant to this chapter.

XXXX. Temporary RV parking permit issuance; application; fees.

- A. Purpose. The purpose of the temporary RV parking permit is to allow users and owners of Recreational Vehicles to temporarily park adjacent to their residences to load, unload, clean and maintain their Recreational Vehicles and to allow out-of-town visitors to park their Recreational Vehicles in front of the residence in which they are visiting for a limited period of time. Persons holding a valid temporary RV permit issued pursuant to this chapter may park the RV, provided the RV is parked along the curb line within the same block as the residence listed in the application for which the permit is issued, and the permit is valid. If the residence is located on a corner, then the permit holder may park along the curb line of either of the streets on the block on which the residence is located.

- B. Issuance of Permit. Subject to the requirements set forth in this chapter, the City Manager or his/her designee may issue temporary RV parking permits upon receipt and approval of an application on a form established by the City.
1. Any resident may obtain a temporary RV parking permit authorizing him or her to park a Recreational Vehicle in front of his or her residence.
 2. Any out-of-town visitor may obtain a RV temporary Guest Permit authorizing that visitor to park a Recreational Vehicle in front of the residence they are visiting.
 3. Any RV temporary Guest Permit shall only be considered by the City Manager or his/her designee, upon the written and/or verbal verification and confirmation of the visited resident and resident's address.
- C. Application. The City shall establish a temporary RV parking permit application and may promulgate administrative regulations regarding the issuance of such permits.
- D. Every person desiring a temporary RV permit shall file an application containing the following:
1. The name, residential address, phone number, and email address of the Irwindale resident applying for the permit or hosting guest (if applicable).
 2. The name, address, phone number, and e-mail address of the applicant for the permit.
 3. The name, address, phone number, and e-mail address of the registered owner or renter of the RV.
 4. Proof that the applicant is a City of Irwindale Resident. Acceptable proof of residency must be current and must include either a California driver's license or California identification card, property tax bill, or public utility bill, or a current residential rental or lease agreement.
 5. Proof of current vehicle registration from the California Department of Motor Vehicles or equivalent agency from another state, and the Recreational Vehicle shall not be in a Planned Nonoperation Filing(PNO) status.
 6. The vehicle license number, license state, make, model, year, color, and vehicle length, width, and height.
 7. The dates for which the permit is requested.
 8. Payment of a permit fee, which shall be established by resolution of the City Council.
 9. Such other information as the City deems necessary for the administration or enforcement of this chapter.
- E. Fees. Any person applying for a temporary RV parking permit shall pay a fee in such amount as may be established by resolution of the City Council to recover the costs of processing such permits.

XXXX. Temporary RV parking permit requirements.

- A. Residential Zones. Temporary RV parking shall only be permitted in residential zones of the City.
- B. Description of Permit; Display. The temporary RV parking permit shall include the license number of the vehicle authorized to be parked, the date of issuance and the date and time through which the temporary parking permit is valid. Such permit shall be placed in the vehicle in such a manner as to be clearly visible to law enforcement personnel and City 's code/parking enforcement officers.
- C. Non-Transferable. The temporary RV parking permit shall be non-transferable and shall only be valid for the vehicle, date(s) and location specified on the permit.
- D. Duration.
1. A temporary RV parking permit issued to a resident shall be valid for twenty-four (24) hours. A permit shall only be allowable for owners who are preparing for a trip or who are unloading, cleaning or repairing a Recreational Vehicle after a trip.
 2. An RV temporary Guest Permit issued to an out-of-town visitor shall be valid for no more than seven (7) consecutive days.
- E. Restriction on Number of Permits.
1. Each person may be issued no more than two (2) temporary RV parking permits per calendar month.
 2. RV temporary Guest Permits issued to out-of-town visitors shall not exceed seven (7) consecutive days per month and twenty-one (21) days per calendar year, per residential address.
 3. No more than one temporary RV parking permit, whether issued to a resident or an out-of-town visitor, shall be issued per residential address at any given time.
- F. Parking Restrictions. Temporary RV parking permits shall be subject to the following restrictions regarding where RVs may be parked when a permit is issued:
1. The permittee may only stop, park or leave standing his/her Recreational Vehicle directly in front of, or, if the property is a corner lot, on the side of, the residential address specified on the temporary RV parking permit. If the Recreational Vehicle is not parked directly in front of, or on the side of as set forth herein, such residence, the Recreational Vehicle will be subject to citation, towing or both.
 2. The permittee shall not stop, park or leave standing his or her RV within ten feet from the beginning of the apron of any driveway, except at the address specified on the temporary RV parking permit, provided that the driveway is not shared with another residence or business.
 3. The permittee shall not stop, park or leave standing his or her RV within twenty

feet of any intersection.

4. The permittee shall not store the Recreational Vehicle with open slide outs, and it shall not be inhabited at any time unless it is being actively cleaned, repaired, loaded or unloaded.
 5. A Recreational Vehicle and/or boat parked on the roadway shall have traffic cones of no less than 12 inches in height placed on the roadway, within 5 inches from the front and rear corners of the Recreational Vehicle and/or boat that protrude furthest into the roadway.
 6. The Recreational Vehicle and/or boat must be operable and shall not be stored in a dismantled state, or with severe damage.
 7. Nothing in this Ordinance is designed to prevent any resident or individual who uses an RV to travel to the City of Irwindale to receive necessary care or medical services or to engage in any otherwise lawful business or activity.
- G. Removal. Any Recreational Vehicle in violation of this chapter may be removed by any member of the City's police department subject to the requirements of the United States and California Constitutions, and Division 11, Chapter 10 of the California Vehicle Code Sections 22650 et seq., and stored the same in any parking lot or storage yard or garage in compliance with all applicable laws until such time as vehicle is claimed by the registered owner or his/her designated representative. The cost of removing and storing the vehicle shall be borne by the registered owner.

XXXX. Prohibited activities.

No person shall:

- A. Use slide outs, pop outs or other appurtenances on a Recreational Vehicle that encroach on or into the roadway, parkway and/or sidewalk in such a manner as to interfere with the path of safe travel of vehicles and/or pedestrians.
- B. Open or partially open any awnings on a Recreational Vehicle in such a manner as to interfere with the path of safe travel of vehicles and/or pedestrians.
- C. Cause or permit any utility connections, electrical cords, extension cords, hoses or cables, or other items to cross over, above, on or across any public right of way, parkway, pathway, sidewalk from any residential or commercial property to a Recreational Vehicle parked on a public street, alley or highway.
- D. Use power generators or other noise-generating equipment between the hours of 10:00 p.m. and 7:00 a.m. within or adjacent to a Recreational Vehicle.
- E. Conduct any commercial activity that is visible from the exterior of an RV while an RV is parked on the public right-of-way.
- F. Connect a Recreational Vehicle to the public sewer system or dump waste onto

public or private land or into streets, gutters or storm drains, other than those that are lawfully designated, licensed and permitted Recreational Vehicle sanitary wastewater dump stations.

- G. Knowingly allow any type of grease, oil, fuel, human waste or other harmful substance to leak or be emitted onto any public right-of-way.
- H. Prevent the temporary use of the street corresponding to the residence for the cleaning, loading or other short-term needs, which process does not exceed five (5) hours.

The temporary use of power to allow for the operation of medical devices or other extenuating circumstances can be considered at the discretion of the City Manager, which shall not be unreasonably withheld.

XXXX. Restricted RV Areas

- A. The Police Chief or designee is authorized to designate areas where the stopping, parking or standing of a Recreational Vehicle is prohibited regardless of whether a temporary RV parking permit or RV temporary Guest Permit is obtained as follows:
 - 1. On any street, alley or highway adjacent to any private or public school, city park, or community center; or
 - 2. On any street, alley or highway where the stopping, parking or standing of a Recreational Vehicle would interfere with vehicular or pedestrian traffic or otherwise create a situation hazardous to the public health, safety or welfare.
- B. The Traffic Engineer or designee is authorized to designate areas where the stopping, parking or standing of a Recreational Vehicle is prohibited regardless of whether a temporary RV parking permit or RV temporary Guest Permit is obtained as follows:
 - 1. That portion of a city street within 20 feet of an intersection; or
 - 2. Whenever the Traffic Engineer has caused lines or painted markings or otherwise designated upon the parkway, curb, sidewalk, roadway, driveway, parking lot, or street in such a manner as to identify individual parking spaces, if the parking of a Recreational Vehicle would cross any such line or marking, or occupy more than the single space designated by said markings.
- C. The Police Chief or Traffic Engineer, as applicable, shall place or cause to be placed signs on such streets, alleys or highways giving notice of the parking restriction as set forth in paragraphs A or B of this Section.

XXXX. Violations; penalties.

Any Recreational Vehicle parked in violation of this chapter shall be subject to citation, towing as authorized by California Vehicle Code Sections 22650 and 22651 or both, and revocation of any permit issued pursuant to this chapter. Any violation of Section XXXXX is

punishable pursuant to Chapter XXX of this code.

XXXX. Revocation.

- A. The City shall have the authority to revoke a temporary RV parking permit if the City makes any one of the following findings:
1. The Recreational Vehicle has fallen into a state of disrepair and has become a public nuisance, or a danger to pedestrians or other vehicles.
 2. The Recreational Vehicle has become inoperable.
 3. There have been at least three parking citations issued for the Recreational Vehicle associated with the temporary RV parking permit.
 4. The applicant or the person whom the applicant is visiting is no a bona fide city resident.
 5. The out-of-town guest is not a guest of the resident.
 6. The permit applicant has provided information that was materially false.
 7. There are public safety concerns relating to the parking of the RV on the street on which the parking would be provided, including but not limited to a street being too narrow to safely accommodate the Recreational Vehicle.
 8. There has been a violation of this chapter.
- B. To revoke a temporary RV parking permit, the City shall issue a notice of revocation in writing to the permittee specifying the basis for and the effective date of the revocation, which date shall be at least two (2) days after the date of the notice of revocation. To the extent a permit expires pursuant to its own terms before the effective date of such revocation, the City may use such revocation as a basis to deny a future application from the same permittee. The City's determination to revoke a temporary RV parking permit shall be final.

XXXX. Posting notice.

The City shall cause appropriate signs or markings giving notice of the restrictions provided for in this chapter, to be placed at all primary entrances to the City. Notice that a Recreational Vehicle is subject to removal for violation of this chapter shall also be provided."

SECTION 3. CEQA Findings. The City Council finds that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Code of Regulations CEQA Guidelines Section 15061(b)(3) in that it is no possibility it may have significant effect on the environment.

SECTION 4. Clerical Errors. The City Council directs the Chief Deputy City Clerk to correct any clerical errors found in this Ordinance including, but not limited to,

typographical errors, irregular numbering and incorrect section references.

SECTION 5. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining provisions 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 6. Effective Date. In accordance with California Government Code Section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Certification and Publication. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Irwindale this xxth day of XXXX, 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 Ordinance No. XXX was adopted at a regular meeting of the City Council of the City of Irwindale held on XXXX XX, 2025, and was carried by the following roll-call vote of the Council:

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: _____

17.13.120 Parking and Storage of Commercial and Recreational Vehicles

The parking and storage of commercial and recreational vehicles on private property is subject to the following standards.

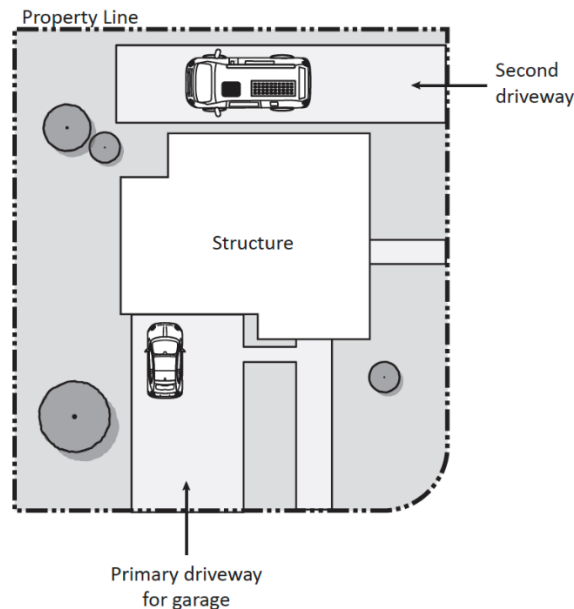
A. Commercial Vehicles and Equipment.

1. **Commercial Vehicles.** Commercial vehicles, including any self-propelled vehicle over 10,000 pounds gross vehicle rating and/or having more than two axles and possessing a commercial license plate, shall not be parked or stored in any residential zone or any street adjoining a residential zone.

B. Trailers and Equipment. Trailers or equipment used for commercial purposes shall be stored within an enclosed building or screened from adjacent properties.**C. Recreational Vehicles.**

1. **Location.** Recreational vehicles parked on residential lots which were of record on or before the adoption of this Chapter, must be parked at least five feet from the sidewalk, street right-of-way or property line, whichever is farther. Recreation vehicles parked on residential lots created after the adoption of this Chapter, may not be parked in a required setback adjacent to a public street.
2. **Paving and Surfacing.**
 - a. **Total Area of Surfacing.** No more than 350 square feet of paved or improved surfaces shall be allowed for the parking or storage of recreational vehicles in any Residential Zone.
 - b. **Surfacing for Parking in Front Yards.** Recreational vehicles located within front yards shall be parked on a paved surface or similar material in accordance with the provisions of this section and the Irwindale Zoning Code.
 - c. **Surfacing for Parking in Side or Rear Yard.** Recreational vehicles located within side or rear yards shall be parked on a paved or improved surface, which may include pavement or turf stones. All surfaces shall be kept clear of weeds, debris, mud, and vehicle fluids that contaminate soil or groundwater.
3. **Secondary Driveway.** A secondary driveway for recreational vehicles may be allowed on corner lots outside of the vision triangle of the intersection, with the approval of an encroachment permit from the Public Works/Engineering Department. Paving strips may be used on the driveway.

Figure 17.13.120: Secondary Driveways



4. Registration. The recreational vehicle shall have a current and valid registration displayed.
5. Dwelling Use Prohibited. No recreational vehicle shall be used for dwelling purposes on any site.
6. Fluid Collection Systems. Drip pans or other fluid collection systems shall be used on any recreational vehicle that shows evidence of leaky fluids.

17.13.130 Refuse/Trash Collection Areas

A. General Requirements.

1. In accordance with the California Solid Waste Reuse and Recycling Access Act of 1991 (Public Resources Code Sections 42900 through 42911), any project for which an application for a building permit is submitted after the effective date of this ordinance, shall include adequate, accessible areas for collecting and loading refuse and recyclable materials. These regulations apply to refuse and recycling areas not accessible to the public, and which are used exclusively by the tenants/owners of the development site.
2. In accordance with the California Waste Management Act of 1989 (Public Resources Code Sections 40050 through 40063) and the City of Irwindale Municipal Code Chapter 8.20 (Solid Waste Collection), areas for recycling shall be adequate in capacity, number, and distribution to serve the development where the project occurs. These areas shall be located within, or as close as possible to, planned or existing exterior collection areas/enclosures.

B. Applicability. The provisions of this Section apply to all development except as follows.

1. Any project for which a building permit is not required from the City Building Department;
2. All commercial and multi-unit activity that requires only an over-the-counter permit;
3. All permits not related to the interior improvement of the building excluding new structures; and

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of Appointment of Two (2) Business Representatives to the ICF Board of Directors

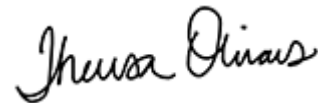
City Manager's Recommendation:

That the City Council **adopt Resolution No. 2025-56-3644** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027" or provide other direction to staff.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager



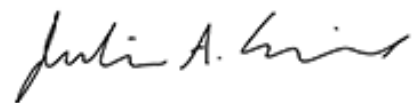
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes.

On March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state that the Board of Directors ("Board") shall be five (5) members, who

serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

- The councilperson's term shall end on June 30, 2026;
- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025.

Beginning in 2025, the terms of office for business representatives will be two years, expiring in odd numbered years.

On May 30, 2025, a letter was sent to all Irwindale businesses soliciting applications. The following Irwindale business representatives submitted applications for consideration of appointment to a two-year term expiring June 30, 2027:

- Yuri Echaorre, Socal Golden Care Home Health
- Steven Hillgren, Kearny Real Estate Company

All directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the Board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council. It would now be appropriate for the City Council to appoint two (2) Irwindale Business Representatives to the Irwindale Community Foundation for terms expiring June 30, 2027, or provide other direction to staff.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2025-56-3644 ICF Appointments, Business Representatives
2. ICF Business Application - Echaorre, Yuji
3. ICF Business Application - Hillgren, Steven

RESOLUTION NO. 2024-56-3644

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027

WHEREAS, on October 10, 2018, the City Council adopted Resolution No. 2018-72-3066 establishing a Non-Profit Community Foundation for the purpose of accepting and using funds donated to the City for community purposes; and

WHEREAS, on February 13, 2019, the City Council approved the Articles of Incorporation and the Bylaws of the Irwindale Community Foundation that states the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, and shall be composed of the following: one sitting member of the Irwindale City Council; two (2) residents of the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale and two (2) representatives of businesses located in the City of Irwindale, who shall not be employees, commissioners, or elected officials of the City of Irwindale; and

WHEREAS, on March 13, 2024, the City Council amended the Articles of Incorporation and Bylaws of the Irwindale Community Foundation to state the board of directors ("Board") shall be five (5) members, who serve staggered terms of two (2) years, except that the length of the terms of each of the five (5) directors appointed in 2024 shall be staggered, as follows:

- The councilperson's term shall end on June 30, 2026;
- The two City residents' terms shall end on June 30, 2026; and
- The two business representatives' terms, who shall not be employees, commissioners, or elected officials of the City of Irwindale, shall end on June 30, 2025

WHEREAS, on May 30, 2025, a mailer was sent to all Irwindale Businesses soliciting applications for the Irwindale Business Representative vacancies in accordance with the requirements of the Maddy Act (Gov't Code § 54970, *et seq.*); and

WHEREAS, two (2) individuals representing Irwindale Businesses submitted applications for consideration of appointment to the Board by the deadline of June 18, 2025; and

WHEREAS, all directors of the Board shall be appointed by a majority vote of the City Council, and all vacancies on the board shall be filled by appointment by a majority vote of the City Council. Directors of the Board may be removed with or without cause by a majority vote of the City Council; and

WHEREAS, it would now be appropriate for the City Council to make two (2) appointments to the Irwindale Community Foundation Board for two-year terms expiring June 30, 2027.

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

Section 1. Pursuant to bylaws of the Irwindale Community Foundation, two (2) directors shall be appointed for two (2) year-terms, as follows:

The term of two Irwindale Business Representatives shall end on June 30, 2027:

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this _____ day of _____ 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. 2025-56-3644 was adopted at an regular meeting of the Irwindale City Council held on the ____ day of _____2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

☐ Representative of a Business

Name of Business: SOCAL GOLDEN CARE HOME HEALTH

Position: OWNER

Name: YUJI ECHTORRE

Address: 15705 ARROW HWY. STE 6B, IRWINDALE, CA 91706

Occupation: CEO

Employer: SOCAL GOLDEN CARE HOME HEALTH

Address: 15705 ARROW HWY STE 6B, IRWINDALE CA 91706

Home Phone: 626-338-7242

Business Phone: 626-338-7242

Years in Irwindale: 4 YRS

Registered Voter? YES

Educational background / degree: B.S. PHYSICAL THERAPIST

Licenses or Special Certificates: PHYSICAL THERAPIST

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. NONE

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

I AM IN A MEDICAL HEALTH PROFESSION. I AM PASSIONATE ABOUT SUPPORTING THE LOCAL COMMUNITY AND MAKING A POSITIVE IMPACT IN THE LIVES OF IRWINDALE RESIDENTS. BY SERVING ON THE IRWINDALE COMMUNITY FOUNDATION, I HOPE TO HELP FOSTER OPPORTUNITIES FOR GROWTH, IMPROVE QUALITY OF LIFE, AND SUPPORT INITIATIVES THAT ADDRESS THE SPECIFIC NEEDS OF OUR DIVERSE COMMUNITY. I BELIEVE IN THE POWER OF COMMUNITY-DRIVEN EFFORTS AND WOULD BE HONORED TO CONTRIBUTE MY SKILLS, ENERGY AND IDEAS TO HELP IRWINDALE THRIVE, ESPECIALLY IN AREAS LIKE MEDICAL, EDUCATION AND RESOURCES.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

I BELIEVE I WOULD MAKE A STRONG FOUNDATION MEMBER
BECAUSE OF MY DEEP COMMITMENT TO COMMUNITY SERVICE,
VALUE, STRONG PROBLEM SOLVING SKILLS AND ABILITY TO COLLABORATE
WITH DIVERSE GROUPS OF PEOPLE.

Have you applied for any City Board or Commission before? Yes _____ No ☒

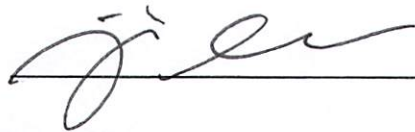
If so, which one? _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

CRITICAL THINKING, PROBLEM SOLVING, DEEPLY INTERESTED
IN IMPROVING LOCAL COMMUNITY,

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____



Date: 6/4/25

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 18, 2025 AT
6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.



APPLICATION FOR APPOINTMENT
TO IRWINDALE COMMUNITY FOUNDATION

Are you applying as a

- ☐ Resident
☒ Representative of a Business

Name of Business: Kearny Real Estate Company

Position: Vice President

Name: Steven Hillgren

Address: [REDACTED]

Occupation: Real Estate Development

Employer: Kearny Real Estate Company

Address: 11150 Santa Monica Blvd, Suite 300

Home Phone: [REDACTED] Business Phone: (949) 246 -2816

Years in Irwindale: 5 Registered Voter? Yes (not in Irwindale)

Educational background / degree: Georgetown University - Business and Theology

Licenses or Special Certificates: _____

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Chair- Irwindale Chamber of Commerce

Please answer the following questions completely

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

See attached

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

See attached

Have you applied for any City Board or Commission before? Yes X No _____

If so, which one? I C F B o a r d i n 2 0 2 4 / 2 0 2 5 _____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

See attached

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Steven Hillgren Date: June 18, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: Irwindale Community Foundation
Laura Nieto, Secretary
5050 N. Irwindale Avenue
Irwindale, CA 91706
LNieto@irwindaleca.gov

DEADLINE TO SUBMIT COMPLETED APPLICATION IS WEDNESDAY, JUNE 18, 2025 AT 6:00 P.M.

Please contact the Board Secretary at 626-430-2202 if you have any questions.

Steven Hillgren – Question/Answers

What are your reasons for wanting to serve on the Irwindale Community Foundation? (Use additional paper, if necessary.)

- I served on the ICF Board in 2024-2025. I've sincerely enjoyed the opportunity to represent the Business community and Irwindale community. Going forward, the ICF is faced with an opportunity to rethink how they raise new funds. I hope that I can be a connector between the business community, and create opportunities for the Business community to be more involved with the ICF. Also, having served on the board, it is important to me that the resources that the ICF has, are thoughtfully invested and distributed where they are needed most in the community.

Why do you feel that you would make a good Foundation Member? (Use additional paper, if necessary.)

- I've served as an Irwindale Chamber of Commerce board member for the past three years and am currently the Board Chair. I enjoy collaborating with other business leaders. I'm comfortable sharing ideas and debating in a board setting. My background in finance (7 years in banking – Sunwest Bank and Wells Fargo) and real estate development (7 years - Kearny) can provide valuable analytical, design, and space planning support.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal non-profit organization:

- I have been involved in the Irwindale community for the past 5 years working on the remediation of the former Nu-Way landfill (Irwindale Gateway). It has been exciting to see a blighted site transform into something usable that will one day benefit the City. My experience in the business community offers a valuable connection to collaborate, support, and enhance community spaces for the betterment of Irwindale residents. Most importantly (I think), is my experience as a father, and knowing the importance of providing community to our children. Being involved in safeguarding what the ICF provides to the Irwindale community is an honor to be a part of.

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

APRIL 9, 2025
WEDNESDAY
8:02 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 Breceda, seconded by Mayor Pro Tem Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 27A
MINUTES OF THE
REGULAR MEETING
HELD FEBRUARY 26,
2025

MINUTES OF THE REGULAR MEETING HELD FEBRUARY 26,

The minutes of the regular meeting held February 26, 2025, were approved as presented.

ITEM NO. 27B
WARRANTS / DEMANDS
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:05 p.m.

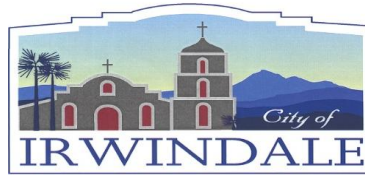
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

Successor Agency

May 2025

May 1 - 31, 2025



Number	Vendor Name	Date	Amount
WFB-62	2006 Sub Lien TA Rfdg Bond (WFB-62)	5/5/2025	32,724.46
Report Total:			32,724.46

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 Vice Chair Ortiz, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 33A
INVESTMENT
QUARTERLY REPORT
FOR THE FISCAL
QUARTER ENDING
MARCH 31, 2025

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER
ENDING MARCH 31, 2025

The Investment Quarterly Report for the fiscal quarter ending March 31, 2025, was received and filed.

END OF CONSENT CALENDAR

SPONTANEOUS
COMMUNICATIONS

FRED BARBOSA

Fred Barbosa asked about funding for the Housing Authority, to which Executive Director Miranda stated that specific details could be provided at the next meeting.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:21 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #33.B.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Chair and Members of the Housing Authority

From: Julian A. Miranda, Executive Director

Issue: Acquisition of 4846 Irwindale Avenue, Irwindale CA

City Manager's Recommendation:

That the Housing Authority Board **adopt HA Resolution No. 2025-05-149**: "A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING THE ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE, CA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS AND APPROVING THE APPROPRIATION OF FUNDS FROM LOW- AND MODERATE-INCOME HOUSING ASSET FUND (12)."

Administrative Action:

Submitted/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Prepared by:

Fernando Lopez, Housing Coordinator



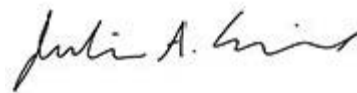
Reviewed by:

Adrian R. Guerra, General Counsel



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

REQUEST: Staff requests that the Board approve the acquisition of the real property located at 4846 Irwindale Avenue (APN 8417-033-092) ("**Property**") pursuant to the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, a copy of which is Attachment A ("**PSA**").

PROPERTY BACKGROUND: 4846 Irwindale Avenue is a residential parcel that has been offered for purchase to the Housing Authority by the property owner. Residential property owned by LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 ("**Property owner**").

Consequently, the staff relayed the offer for purchase to the Housing Authority Board and received authorization from the IHA Board to obtain an appraisal of the site with an assigned value. The property consists of a single-story, wood-frame, single-family residence built in 1923.

According to County records, the gross building area is 804 square feet, consisting of two bedrooms, one bathroom, a living room, dining room and a 1-car garage. The property is zoned C3- Heavy Commercial- Residential and is in fair condition.

The property is not currently occupied, although the property owner has a family member serving as a caretaker.

The property has a 10,329-square-foot lot that could be better utilized for the development of Affordable Housing.

The California Department of Housing and Community Development (HCD), along with Los Angeles County Officials, have identified the urgent need for Affordable Housing Development throughout the state.

City staff received authorization from the Housing Authority Board to contact the Trust to express the Housing Authority's interest in the property and begin negotiations.

APPRAISAL: The City has obtained an Appraisal Report from Frazier Capital Valuation

effective as of September 17, 2024, which valued the property at \$580,000.

BROKER REPRESENTATION: Buyer and Seller have negotiated in good faith and mutually agreed to the acquisition of the property by the Buyer pursuant to the terms of the Purchase and Sale Agreement.

PSA: IHA and Seller have negotiated the PSA which includes the following terms.

- **Purchase Price:** \$580,000
- **Deposit:** \$17,400
- **Escrow:** Fidelity National Title
- **Title Insurance:**
- **Insurer:** First American Title Insurance Company
- **Title Policy:** An ALTA (non-extended) owner's title policy to be issued to IHA closing with exceptions approved by IHA.
- **Due Diligence Period:** 60 days from IHA's receipt of all required information from the Seller with the right to extend for 7 days if necessary to obtain a Phase II environmental report based on recommendations in the Phase I report. IHA has a duty to promptly order a Phase I report.
- **Close of Escrow:** 30 days after expiration of due diligence period.
- **Limited Seller Representations & Warranties:** Sellers (being only trustees and successors of Original Owners who are deceased) only make limited representations and warranties. IHA will basically acquire the property in AS-IS condition.
- **Costs:** IHA shall pay the cost of the title insurance policy and all escrow charges.
- **Liquidated Damage Clause:** IHA has the right to terminate the PSA with the Deposit returned if it disapproves of the Property prior to the end of the Due Diligence Period. If the IHA elects not to purchase the property after that period has expired, it may do so but will technically be in breach of the PSA and will forfeit the deposit (\$17,400) to the seller pursuant to a liquidated damage clause, which means that the maximum liability for the breach is \$17,400.
- **Executive Director Authority:** The PSA provides authority for the Executive Director to execute all documents to implement the transaction, including authority to make modifications or amendments, including extensions of time.

STAFF RECOMMENDATION AND ALTERNATIVES:

Staff recommends that the Housing Authority Board approve the PSA and authorize Staff to engage Converse Consultants to conduct the due diligence, including a Phase I report and, if necessary, a Phase II report.

However, the following alternative actions are available for the Board's consideration:

1. Do not approve the PSA.
2. Identify changes the Board wants to be made to the PSA and direct the IHA's legal counsel and staff to return with another draft.

Fiscal Impact:

The total cost for the Irwindale Housing Authority (IHA) to acquire 4846 Irwindale Avenue, Irwindale, CA property (\$580,000), escrow fees (\$3,000), and consultant fees (\$2,400) is \$585,400. The adoption of Resolution No. HA-2025-05-149 authorizes the Finance Director to: 1) transfer \$585,000 from IHA's Local Agency Investment Fund (LAIF) account to the Low-and Moderate-Income Housing Asset Fund (12), and 2) release this amount to Escrow for the acquisition only.

Attachments:

1. Resolution No. HA 2025-05-149
2. Purchase and Sale Agreement - Eggers (2005894.1)

RESOLUTION NO. HA 2025-05-149

**A RESOLUTION OF THE IRWINDALE HOUSING AUTHORITY APPROVING
THE ACQUISITION OF 4846 IRWINDALE AVENUE, IRWINDALE CA
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PURCHASE
AND SALE AGREEMENT AND RELATED DOCUMENTS AND APPROVING
THE APPROPRIATION OF FUNDS FROM LOW-AND MODERATE-INCOME
HOUSING ASSET FUND (12)**

WHEREAS, the Irwindale Housing Authority (“Authority”) is established to provide suitable, safe and sanitary housing opportunities for Irwindale residents; and

WHEREAS, the Authority is required to utilize its Low and Moderate Income Housing Funds to facilitate the development of affordable housing to be made available to very low, low, and moderate income households; and

WHEREAS, in furtherance of this purpose, the Authority identified a vacant residential property located on 4846 Irwindale Avenue in Irwindale (“Property”) which, due to its location on a major City thoroughfare and close proximity to the City’s Civic Center could be better utilized for the development of affordable housing; and

WHEREAS, Authority staff negotiated a Purchase and Sale Agreement with the property owner for the sale of the Property to the Authority for \$580,000 based on a September 17, 2024 appraisal report, which valued the Property at \$580,000; and

WHEREAS, the Authority desires to purchase the Property in the amount of \$585,400 (\$580,000 (property including \$17,400 initial deposit) + \$3,000 (escrow fees) + \$2,400 (consultant fees)) for the purposes of developing the Property into affordable housing to be made available to very low, low, and moderate income households; and

WHEREAS, the Authority desires to engage Converse Consultants, a third party expert, for \$2,400 for Phase I report, and if applicable, Phase II report, and any other due diligence work needed as reasonably determined by Staff; and

WHEREAS, the Authority has sufficient funds to acquire the Property including escrow fees, engage the services of the Consultant, and authorizes the Finance Director to transfer \$585,000 from Authority’s funds in Local Agency Investment Fund (LAIF) account to Low Mod Housing Asset Fund No. 12, amend Authority’s fiscal year 2024-2025 adopted budget by appropriating these costs into proper accounts, and transfer the money to escrow for the acquisition.

NOW, THEREFORE, THE BOARD OF THE IRWINDALE HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions, attached hereto as Exhibit “A” is hereby approved and the Executive Director is authorized and directed to execute all documents pertinent and necessary to acquire the Property subject to approval as to form by the Authority Counsel.

SECTION 2. The Board of the Authority authorizes the Executive Director to retain Converse Consultants for \$2,400 to conduct due diligence on the Property, including a Phase I and Phase II report, if necessary, and any other additional due diligence work needed as reasonably determined by Staff.

SECTION 3. The Board of the Authority hereby authorizes Finance Director to transfer \$585,000 (\$580,000 (property including \$17,400 initial deposit) + \$3,000 (escrow fees) + \$2,400 (consultant fees)) from Authority’s Local Agency Investment Fund (LAIF) account to Low And Moderate Income Housing Asset Fund (12), amend Authority’s fiscal year 2024-2025 adopted budget by appropriating these costs into proper accounts, and transfer the money to escrow for the acquisition.

SECTION 4. The Authority Assistant Secretary shall certify to the passage and adoption of this Resolution, and the same shall thereupon take effect and be in force.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2025.

Larry G. Burrola, Chair

ATTEST:

Laura M. Nieto, MMC
Authority Assistant Secretary

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

I, Laura M. Nieto, Assistant Secretary of the Irwindale Housing Authority, do hereby certify that the foregoing Resolution No. HA 2025-05-149 was adopted at a special meeting of the Housing Authority held on the 25th day of June 2025, by the following vote:

AYES: Authority Members:

NOES: Authority Members:

ABSENT: Authority Members:

ABSTAIN: Authority Members:

Laura M. Nieto, MMC
Authority Assistant Secretary

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, 2025 ("**Agreement Date**") by and between the IRWINDALE HOUSING AUTHORITY, a public entity ("**Buyer**") and LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 ("**Seller**") with FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation as **Escrow Holder** and **Title Company**.

RECITALS:

- A. Seller owns that certain residential real property located at 4846 Irwindale in the City of Irwindale, County of Los Angeles State of California (APN No. 8417-033-092) legally described in attached Exhibit A ("**Property**").
- B. Buyer and Seller have negotiated in good faith and mutually agreed for the acquisition of the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Acquisition of Property. Pursuant to the terms of this Agreement, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property and all fixtures and appliances located at the Property ("**Personal Property**").

1.2 Waiver and Release of Condemnation Claims. The parties acknowledge that the City's acquisition of the Property pursuant to this Agreement is not under threat of condemnation by City. Seller agrees that this Agreement provides for fair compensation for the Owner Property and City's intent to use the Property for a public use and waives any and all claims against Buyer with respect to same, including any relocation expenses, if applicable.

2. EFFECTIVE DATE; OPENING OF ESCROW. The date this Agreement is executed by both Buyer and Seller is hereinafter referred to as the "**Effective Date**." Within three (3) business days of the Effective Date, the parties shall open an escrow ("**Escrow**") with Fidelity National Title Insurance Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Mary Lou Adame, Escrow Officer ("**Escrow Officer**") at Fidelity National Title Insurance Company at 3237 E. Guasti Rd., Ste. 105, Ontario, CA 91761 (Direct) (909) 978-3020 Marylou.Adame@fnf.com together with the Deposit (as defined in Section 3.2(a)) ("**Opening of Escrow**").

3. PURCHASE PRICE; COMMISSION.

3.1 Purchase Price. The Purchase Price for the Property is Five Hundred Ninety-Nine Thousand Dollars (\$580,000) ("**Purchase Price**").

3.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:

(a) **Deposit.** At Opening of Escrow, Buyer shall deposit the sum of Seventeen Thousand Four Hundred Dollars (\$17,400) with Escrow Holder ("**Deposit**").

(b) **Balance of Funds.** At least one (1) day prior to the Closing, Buyer shall deposit balance of the Purchase Price with Escrow Holder in Good Funds (as defined below).

3.3 Disbursement of Seller's Net Proceeds. At the Closing, the net proceeds (as determined by the Seller settlement statement) shall be disbursed to Seller.

3.4 Good Funds. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Executed and recordable grant deed in the form attached as Exhibit B ("**Grant Deed**").
- b. The executed natural hazard disclosure statement pursuant to Section 7.2.
- c. A Non-Foreign Affidavit as required by federal law.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The statutorily required Certificate of Acceptance in the form attached to the Grant Deed ("**Certificate of Acceptance**").
- b. Acknowledgement of receipt of all Disclosure Reports (including the NHD statement) and Notices (as defined in Section 7).
- c. A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder will cause the Grant Deed (with the Certificate of Acceptance attached) to be recorded when it can

issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within ten (10) days after Buyer has provided the Buyer's Due Diligence Approval Notice (pursuant to Section 7), but no later than sixty (60) days from the Effective Date ("**Closing Date**") unless extended as evidenced by a writing executed by both parties. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed with the Certificate of Acceptance is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2 Possession. At the Closing, Seller shall deliver the Property to Buyer free of any occupants or tenants.

5.3 Time is of Essence. Buyer and Seller specifically agree that time is of the essence.

5.4 City Manager's Authority for Buyer. Buyer by its execution of this Agreement hereby agrees that the City Manager or his designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:

(i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.

(ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Fidelity National Title Insurance Company ("**Title Company**"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("**Preliminary Title Report**"). Within ten (10) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5)

days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2 Title Policy. At the Close of Escrow, Escrow Holder shall furnish Buyer with an CLTA/ALTA Homeowner's Policy of Title Insurance ("**Title Policy**") insuring title to the Property vested in Buyer in the amount of the Purchase Price containing only such exceptions approved or waived by Buyer in accordance with this Section. The cost of the Title Policy shall be paid by Buyer. The Title Policy shall also include any available extended coverage or endorsements that Buyer may reasonably request.

7. TRANSFER DISCLOSURE STATEMENT; DUE DILIGENCE; DISCLOSURES.

7.1 Transfer Disclosure Statement. Within three (3) days after the Opening of Escrow, Seller shall provide a completed and executed Transfer Disclosure Statement (as specified in Civil Code Section 1102) ("**TDS**") for Buyer's review and approval. If Buyer disapproves the completed TDS, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period (as defined in Section 7.6). If Buyer does not disapprove the TDS within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.2 Natural Hazard Disclosure Report. Within three (3) days after the Opening of Escrow, Escrow Holder shall order and deliver to Buyer a comprehensive natural hazard disclosure and tax report from Disclosure Source ("**NHD Report**") for Buyer's review and approval. If Buyer disapproves the NHD Report, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the NHD Report within the Due Diligence Period, Buyer shall be deemed to have approved it.

7.3 Lead-Based Paint Disclosures. Within three (3) days of Opening of Escrow, Seller shall deliver to Buyer the statutory Lead-Based Paint Disclosure and pamphlet as required by federal law ("**Lead Paint Disclosure**") for Buyer's review and approval. If Buyer disapproves the Lead Paint Disclosure, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove the Lead Paint Disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Waiver of the Lead Paint Disclosure is prohibited by law.

7.4 Material Facts & Insurance Claims. Within three (3) days of the Opening of Escrow, Seller shall disclose to Buyer in writing all known material facts and defects including known insurance claims within the last five (5) years preceding the Agreement Date

7.5 Other Statutory Disclosures. Within three (3) days of Opening of Escrow,

Seller shall deliver to Buyer all other applicable statutory disclosures (including, but not limited to, notice or actual knowledge of release of illegal controlled substance, etc.) as required by law for Buyer's review and approval. If Buyer disapproves any such disclosures, Buyer shall notify Seller with a copy to Escrow Holder within the Due Diligence Period. If Buyer does not disapprove a statutory disclosure within the Due Diligence Period, Buyer shall be deemed to have approved it. Buyer is a public agency and, therefore, will not be occupying the Property and Seller is exempt from providing certain disclosures.

7.6 Due Diligence. Within five (5) days after the Effective Date, Seller shall provide to Buyer all documents regarding the Property within its possession or control and all the documents specified in Section 7. For a period of up to forty-five (45) days following Effective Date ("**Due Diligence Period**"), Buyer shall have the right to review the documents provided by Seller. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's approval of the condition of the Property as well as the TDS, NHD Report, Lead Paint Disclosure and all other disclosures and notices delivered to Buyer under this Agreement, which approval may be withheld in Buyer's sole discretion. In the event that Buyer obtains a Phase I environmental report which recommends that a Phase II environmental report be obtained, the Due Diligence Period will be extended until ten (10) days after the Phase II environmental report is delivered to Buyer. Buyer shall provide a copy of the Phase I environmental report to Seller and thereafter promptly order the Phase II environmental report.

7.7 Right to Enter. Commencing upon Opening of Escrow, Seller grants Buyer, its agents and employees at Buyer's sole cost and expense, a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, environmental testing and inspections, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, inspections, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) provide Seller twenty-four (24) hours prior written notice where reasonable under the circumstances; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (v) maintain an all-risk public liability insurance policy in a form reasonably acceptable to Seller, written on a per occurrence combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury, personal injury and property liability, which insurance names Seller as additional insured, and shall be in force during the term of this Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Buyer, Buyer's employees, agents, contractors, suppliers, consultants or other related parties; and (vi) return the Property to substantially its original condition following Buyer's entry. Failure of Seller to provide access to the Property to make inspect the Property at a day and time requested by Buyer shall be a material breach of this Agreement.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.7 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of

any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.7 shall survive termination of this Agreement.

7.8 Statutory Disclosures. As required by law, Seller makes the following disclosures to Buyer:

- a. **No HOA.** The Property may be subject to certain covenants, conditions and restrictions as disclosed in the Preliminary Title Report. However, there is no homeowner association and there are no HOA assessments to which the Property is subject.
- b. **Megan's Law.** "Notice: Pursuant to Section 290.46 of the Penal Code information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on a sex offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP code in which he or she resides. (Neither Seller or Broker are required to check this website)."
- c. **Gas and Hazardous Liquid Transmission Pipelines.** "This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public at the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.hpms.phmsa.dot.gov/>. To seek further information about possible transmission lines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP code and county on the NPMS Internet Web site."

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Title Policy as specified in Section 6.2.
- (b) Seller has provided to Buyer all documents required under this Agreement, including, but not limited to, the NHD Report, Lead Disclosure Statement, etc. (cumulatively the "**Disclosure Reports and Notices**").
- (c) Buyer has approved all Due Diligence matters within the Due Diligence Period as specified in Section 7.
- (d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (e) Seller is not in breach of any of the representations, warranties or covenants in Section 9.
- (f) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:

- (a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.
- (b) Escrow Holder holds and will deliver to Seller the instruments (including, but not limited to, the Title Policy) and funds accruing to Seller pursuant to this Agreement.
- (c) Buyer is not in default of its obligations under this Agreement.
- (d) Seller is in full compliance with its obligations under Section 7 to Buyer's satisfaction.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

9.1 Representations & Warranties. Seller makes the following representations, warranties and covenants to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

a. Seller has not received notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

b. There are no pending or threatened lawsuits or claims which would affect the Property.

c. The Property is not subject to a homeowner's association nor any such association assessments.

d. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions.

e. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. There are no environmental, health or safety hazards on, under or about the Property, including but not limited to soil and groundwater conditions.

f. There are no contracts, leases, claims or rights affecting the Property and no agreements entered into by or under Seller that shall survive the Close of Escrow.

g. Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer through Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE ("**Non-foreign Affidavit**").

h. No construction or repair work has been done on the Property within the six (6) months prior to the Opening of Escrow except plumbing work.

i. The information provided in the TDS is true, correct and complete.

j. Seller is the sole person in possession and control of the Property.

Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

9.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

9.3 Covenants. Seller will provide all information requested by Buyer (either before or after Closing) with respect to the Property. Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

9.4 Breach; Indemnification. If a breach of a representation, warranty or covenants occurs before Closing and Buyer is aware that such a breach has occurred, the breach shall be grounds to terminate this Agreement in Buyer's sole discretion. However, if Buyer elects to not terminate this Agreement and proceeds with the Closing, Seller shall indemnify Buyer and defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever (including attorneys fees), incurred or suffered by or asserted against the Property or Buyer directly or indirectly arising from or attributable to any breach by Seller of any of its representations, warranties or covenants set forth in this Agreement, including, but not limited to, any amounts expended by Buyer to secure exclusive possession free of any occupant or claim by any occupant.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1.1; 2 through 4, inclusive; 5.1, 5.4, 6, 7.2, 8, 10, 11, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 13 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow

account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes. All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be reimbursable to Seller, Seller, after Closing, shall apply directly to the County for the applicable refund. If any amount of real estate taxes is credited to Buyer, Buyer shall pay such amount to the County upon receipt of the tax bill.

10.4 Utilities. Buyer and Seller shall cause all utilities which are in the name of Seller to be transferred to the name of Buyer as of the Close of Escrow or as soon thereafter as practicable. Utilities shall be prorated to the Close of Escrow. In the event final amounts with respect to said prorations are not available as of Close of Escrow, the proration shall be done on an estimated basis and the parties shall prepare a final proration within thirty (30) days following Close of Escrow. Any party who is obligated to pay net amounts based on said final proration shall reimburse the other party said amount within thirty (30) days after completion of the final proration.

10.5 Payment of Costs.

- a. **Cost Allocation.** Seller shall pay the costs for the Title Policy, one-half (1/2) of escrow costs, the NHD Report, and any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("**Seller's Charges**"). Buyer shall pay the cost of any extended title policy if requested by Buyer and one-half (1/2) of the escrow fees ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

NO RECORDING FEES: Buyer is a public agency and, therefore, is exempt from recording charges applicable to the Grant Deed pursuant to Govt Code § 6103

NO DOCUMENTARY TRANSFER TAXES: No documentary transfer taxes shall be assessed against Seller as the transaction is exempt pursuant to Revenue & Taxation Code § 11922.

- b. **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

10.6 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.7 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**")

and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.8 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state seller under California Revenue and Tax Code § 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code §1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. Brokerage Commissions. Buyer and Seller each represent to the other party that it is not represented by a broker. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

12. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. IF BUYER FAILS TO PROMPTLY DELIVER THE SUM SPECIFIED ABOVE TO SELLER, SUCH FAILURE SHALL CONSTITUTE A MATERIAL BREACH OF THIS PROVISION AND SELLER SHALL BE ENTITLED TO THE LIQUIDATED DAMAGE AMOUNT. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY DEFAULT OR OBLIGATION OF BUYER UNDER UNDER ANY INDEMNITY IN THIS AGREEMENT.

Seller's Initials

Buyer's Initials

13. NOTICES. Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("**US Mail**"), addressed to each party as set forth below or such other address as may be furnished in writing by

a party, and such notice or communication shall, if properly addressed, be deemed to have been given (a) as of the date so delivered under delivery methods (i) or (ii) above, or (b) three (3) days after deposit into the U.S. Mail.

To Seller: Linda Eggers, Trustee
2738 San Dimas Canyon Road
La Verne, CA 91750

To Buyer: City of Irwindale
5050 N Irwindale Avenue
Irwindale, CA 91706
Attn: Fernando Lopez, Housing Coordinator

With a Copy to: Aleshire & Wynder, LLP
1 Park Plaza Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney

To Escrow Holder: Fidelity National Title Insurance
3237 E. Guasti Rd., Ste. 105
Ontario, CA 91761
Mary Lou Adame, Escrow Officer

14. GENERAL PROVISIONS.

14.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.

14.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.9 Authority. The person executing this Agreement on behalf of Seller has the authority to bind the trust which is legally bound under this Agreement.

14.10 No Third-Party Beneficiary. This Agreement is only between the parties and is not intended to be nor shall it be construed as being for the benefit of any third party.

14.11 Exhibits. Exhibits A and B attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Note: Section 12 must be initialed by both parties.

SELLER:

LINDA EGGERS, TRUSTEE OF THE LINDA
EGGERS 2004 LIVING TRUST DATED
JANUARY 13, 2004

ESCROW HOLDER:

Accepted and agreed to:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

By: _____

BUYER:

IRWINDALE HOUSING AUTHORITY, a public
entity

By: _____
Julian Miranda, Executive Director

_____, 2025

ATTEST:

Laura Nieto, Secretary

APPROVED AS TO FORM:

Mary Lou Adame, Escrow Officer

Dated: _____, 2025

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, Legal Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

PARCEL 1 OF PARCEL MAP NO. 67727 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 362 PAGES 21 AND 22 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXHIBIT B
GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Irwindale Housing Authority
5050 N Irwindale Avenue
Irwindale, CA 91706
Attention: City Clerk

APN 8417-033-092

THE UNDERSIGNED GRANTOR DECLARES:

Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only)

(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 ("**Grantor**"), hereby grants to the IRWINDALE HOUSING AUTHORITY, a public entity ("**Grantee**"), that real property in the City of Irwindale, County of Los Angeles, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date below.

"GRANTOR"

Not to be executed until closing

Dated: _____, 202__

LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS
2004 LIVING TRUST DATED JANUARY 13, 2004

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by Grant Deed executed by LINDA EGGERS, TRUSTEE OF THE LINDA EGGERS 2004 LIVING TRUST DATED JANUARY 13, 2004 to the IRWINDALE HOUSING AUTHORITY, a public entity ("**Authority**"), is hereby accepted by the undersigned officer and agent of the Authority and the Authority consents to the recording of the Grant Deed.

Signed and dated on _____, 202_ at the City of Irwindale, California.

GRANTEE

IRWINDALE HOUSING AUTHORITY, a public
entity

By: _____
Not to be executed until closing
Julian Miranda, Executive Director

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Irwindale, County of Los Angeles, State of California legally described as follows:

PARCEL 1 OF PARCEL MAP NO. 67727 IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 362 PAGES 21 AND 22 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

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)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

Notary Public

SEAL:

Item #35.A.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025
To: Honorable Chair and Members of the Housing Authority
From: Julian A. Miranda, Executive Director
Issue: Feasibility Studies for 16154-16158 Arrow Highway, Irwindale, CA

Executive Director's Recommendation:

Receive and file an update on the planned Feasibility Analysis of 16154 – 16158 Arrow Highway, Irwindale, CA.

Administrative Action:

Submitted & Prepared by:

Fernando Lopez, Housing Coordinator



Reviewed by:

Adrian R. Guerra, General Counsel

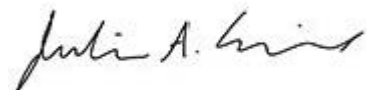


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

On May 22, 2024, the Irwindale Housing Authority Board authorized the acquisition of 16154 -16158 Arrow Highway, Irwindale, CA. The Irwindale Housing Authority became owners of the site upon close of escrow on October 11, 2024.

Due to the property's location on a major city thoroughfare and its proximity to the City's Civic Center. The property could be better utilized for the development of an Infill Affordable Housing Project.

On March 20, 2025, Housing Division staff submitted an application to participate in the Regional Early Action Planning (REAP 2.0) grant offered by San Gabriel Valley Council of Governments (SGVCOG). The San Gabriel Valley Council of Governments (SGVCOG), with the assistance of a Consultant, will provide technical assistance to Irwindale Housing Authority through its Affordable Housing Incubator program under the Regional Early Action Planning (REAP 2.0) grant.

On May 20, 2025, Irwindale Housing staff received notification from the SGVCOG that its application and project had been selected to participate in the REAP 2.0 grant program. Irwindale staff received an Affordable Housing Incubator Agreement, affirming Irwindale's participation in the program.

The scope of services provided by the SGVCOG will be a Financial Analysis of the site and proposed design of the Affordable Housing project. Upon completion, the Irwindale Housing Authority will receive a Feasibility Analysis Report and Conceptual drawings for the Affordable Housing Project, at no cost to the Authority.

Fiscal Impact:

None.

Attachments:

1. SGVCOG - Affordable Housing Incubator Agreement

AFFORDABLE HOUSING INCUBATOR LETTER AGREEMENT

May 20, 2025

Julian Miranda, City Manager
City of Irwindale
5050 N Irwindale Ave, Irwindale, CA 91706

RE: AFFORDABLE HOUSING INCUBATOR — SITE ANALYSIS AND DESIGN FOR THE CITY OF IRWINDALE

Dear Mr. Miranda,

This letter is in response to Irwindale's request for technical assistance to analyze a City owned site for use as affordable housing, design site plans optimizing the use of the site for this purpose, and support the release of a Request for Proposals if deemed feasible. The San Gabriel Valley Council of Governments (SGVCOG), with the assistance of a Consultant, will provide technical assistance to Irwindale through its Affordable Housing Incubator program under the Regional Early Action Planning (REAP 2.0) grant. Key details and responsibilities of each agency are outlined below.

- **Anticipated Start Date:** July 1st, 2025
- **Anticipated Completion Date:** April 30th, 2026
- **City Responsibilities:**
 - Provide a point of contact to serve as the City's Project Manager with name, title, and contact information.
 - Participate in scheduled conference calls and meetings from the anticipated start date to completion date.
 - Respond to SGVCOG or Consultant requests related to the City's project in a timely manner, such as providing feedback on draft documents, approaches, and designs.
 - Implement recommendations from the Consultant's findings, including supporting council adoption and taking action as needed to move the project forward. Such action could include but is not limited to release of a Request for Proposals to secure an affordable housing developer for the site. At a minimum, the City must agendize the site analysis findings and any zoning codes updates needed to allow for affordable housing development at the site for consideration by City Council no later than the REAP 2.0 expenditure deadline of June 30, 2026.
- **SGVCOG Responsibilities:**
 - Manage and pay for consultant services to execute the site analysis, plans, and zoning code update
 - Scope of services to be provided by the consultant are as follows:
 - Financial analysis of the site, proposed design of the site, and any necessary amendments to the zoning code to allow for site development

This letter agreement affirms Irwindale's participation in this Affordable Housing Incubator program and commitment to developing the above-listed deliverables for the City, with the goal

of advancing housing development on this site. Should you have any questions regarding this program, please contact Rosalie Lansing at rlansing@sgvcog.org.

Sincerely,



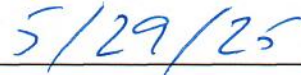
Marisa Creter
Executive Director
San Gabriel Valley Council of Governments

ACKNOWLEDGED AND ACCEPTED:

Irwindale



Julian Miranda
City Manager



Date

Item #35.B.

City of
IRWINDALE
AGENDA REPORT

Date: June 25, 2025

To: Honorable Chairman and Members of the Housing Board

From: Julian A. Miranda, Executive Director

Issue: Award of Consulting Contract for Feasibility Study for the 10-acre Site at 5100 Allen Drive

Executive Director's Recommendation:

That the Housing Authority Board authorize the Executive Director to enter into an agreement with Keyser Marston Associates, Inc. and Citythinkers in the amount of \$42,500 for assessing the financial feasibility of the 10-acre site at 5100 Allen Drive, Irwindale, CA, subject to final approval as to form by the Authority Counsel's Office

Administrative Action:

Submitted/Prepared/Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



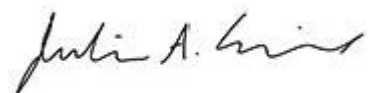
Reviewed by:

Adrian R. Guerra, General Counsel



Approved by:

Julian A. Miranda, Executive Director



Background and Analysis:

On March 4, 2024, the City Council was provided with the first in a series of workshops designed to identify the City Council's vision for the development of the 10-acre site on Allen Drive, and subsequently, on June 3, 2024, the second workshop was held to share the results of the Community

Survey conducted by staff, refining the vision for the site, and obtaining further direction from the City Council. Following those workshops, in April 2025, the City released a Request for Information (RFI) for "*Housing + Community Development*" seeking a consultant to provide strategies to obtain funding sources for developing residential units at the 10-acre site. Only one response was received by the May 1st closing date and the respondent was a firm specializing in acquiring lands to construct rental housing. For the 10-acre site, this firm was in favor of developing 225-250 affordable rental units, which was not in line with the vision for the 10 acres.

Consequently, staff were able to contact Keyser Marston Associates, Inc. (KMA), a consulting firm that had worked with Irwindale before, to discuss the project site and obtain general information. KMA specializes in real estate advisory services with a focus on public-private partnerships, affordable housing policy, land use economics, infrastructure financing and fiscal impact analyses.

The RFI review panel, which consisted of staff from Administration, Community Development, Housing, and Finance, evaluated both companies and pre-qualified KMA to be the consulting firm recommended to the City Council for consideration in the amount of \$42,500.

KMA was founded in 1973 and has extensive experience in conducting technical analysis of all economic factors that impact market conditions and community needs and benefits related to development issues. They have served 650+ clients on well over 2500 projects, including some of the most high-profile public/private partnerships in California.

KMA services for the City will include assessing the financial feasibility of a range of residential development scenarios including various housing types and income levels, all while evaluating:

- Potential configurations of single-family and/or townhome developments on the property
- Estimated development costs including site preparation and infrastructure
- The approximate financing gap associated with each development scenario/income level
- The impact of prevailing wages if applicable
- The relative benefits of phasing vs. a single consolidated project

KMA has partnered with the urban design and planning firm Citythinkers as a sub-consultant to formulate preliminary development concepts for the property. The profile of Citythinkers and the proposed scope of services is included in the proposal document attached as "Exhibit A."

Fiscal Impact:

The Fiscal Year 2025-2026 adopted budget, Acct. No. 12-23-232-42300-0000, includes \$50,000 for this study. Therefore, sufficient funding is available, and no additional amount is being requested.

Attachments:

1. Proposal for Assessing Financial Feasibility Study for the 10-Acre Site
2. Professional Services Contract - Keyser Marston (2013849.1)

**PROPOSED SCOPE OF SERVICES
PRELIMINARY FEASIBILITY ANALYSIS
5100 ALLEN DRIVE RESIDENTIAL DEVELOPMENT
IRWINDALE HOUSING AUTHORITY**

OBJECTIVE

The Irwindale Housing Authority (Authority) owns a 10-acre portion of the former Manning Pit property located at 5100 Allen Drive (Property). Remediation and filling of the entire pit was completed in 2019, although there is a known slope failure on a small portion of the 10-acre Property. In 2021, the City Council declared the Property as exempt surplus pursuant to the Surplus Land Act (SLA). In 2024, the City Council voted to rezone the entire 10-acre Property to R-2 density (14 units/acre). A six-acre portion of the Property is included in the City's April 2025 Draft Housing Element Update for moderate income townhome development (36 units on three acres) and above moderate income single-family development (15 units on three acres). The Housing Element is currently under review by the State Department of Housing and Community Development (HCD).

Keyser Marston Associates, Inc. (KMA) understands that the City is seeking a study to assess the financial feasibility of a range of residential development scenarios including various housing types and income levels. In particular, the City is interested in evaluating the following key issues:

- potential configurations of single-family and/or townhome development on the Property
- estimated development costs including site preparation and infrastructure
- the approximate financing gap associated with each development scenario/income level
- the impact of prevailing wages if applicable
- the relative benefits of phasing vs. a single consolidated project

In preparing this proposal, KMA has partnered with the urban design and planning firm Citythinkers as a subconsultant to formulate preliminary development concepts for the Property. A profile of Citythinkers is attached to this proposal. The following presents the KMA/Citythinkers proposed scope of services.

SCOPE OF SERVICES

Task #1 - Initiation

1. KMA and Citythinkers will participate in a virtual meeting with the City to review project data, collect and review background materials, and identify any questions or need for additional information.
2. Citythinkers will review applicable land use designations and development regulations governing development of the Property.

3. KMA/Citythinkers will review documentation provided by the City regarding existing property conditions and applicable City zoning for the Property. This will include a discussion of prerequisites for development such as site preparation, grading, and infrastructure costs.
4. Citythinkers will conduct research regarding City overlay zones, development standards, and density programs that may impact the use of the Property.
5. KMA will identify applicable provisions required for disposition of the Property in accordance with the Surplus Land Act (SLA).

Task #2 - Development Concepts

1. KMA will conduct limited market research for potential single-family and/or townhome development on the Property. KMA will identify key factors such as unit size, bedroom mix, and market value for each product type.
2. Citythinkers will formulate illustrative concepts for two (2) residential development scenarios with a mix of site planning configurations, densities, and building types. Citythinkers will estimate the potential development yield in terms of residential units and building square feet (SF) under each scenario.
3. Citythinkers will develop single-line diagram plans of the ground floor, parking configuration, and typical residential floor layout based on the mix of unit types in each scenario.
4. Citythinkers will illustrate a conceptual phasing plan, showing two phases within the initial six-acre portion of the Property and/or a potential third phase on the remaining four-acre portion.
5. KMA/Citythinkers will participate in one (1) virtual meeting with City staff to discuss the alternative development scenarios and phasing approaches for the Property.

Task #3 - Financial Feasibility Analysis

1. KMA will analyze the financial feasibility of the two (2) development concepts. KMA will prepare financial pro forma analyses for each development scenario. Each pro forma model will include estimates of development costs (directs, indirects, and financing), projected sales values, and developer return. Through discussions with City staff and KMA experience on comparable projects, KMA will formulate order-of-magnitude costs for site preparation, grading, and infrastructure. For governmental permits and fees costs, KMA will require that the City provide cost estimates specific to each development scenario. For each development scenario, KMA will analyze sales prices at four income levels: market-rate, moderate income, low income, and very low income. The outcome of

the pro forma analysis will be the residual land value or financing gap for each scenario for the Property, broken out by product type and income level, and expressed on a per-unit basis.

2. KMA will summarize the findings of the feasibility analysis in terms of addressing: (a) whether development of market-rate ownership housing on the Property is likely to be feasible without public subsidy; and (b) whether ownership housing at each of the successive affordability levels (moderate, low, very low) is likely to be feasible, and if not, what level of public subsidy would be required.
3. KMA will provide generalized guidance regarding what types of Authority/developer transaction structures or public funding sources could result in the imposition of prevailing wages during construction. We will identify the potential impact of prevailing wages on construction costs, and the resulting residual land value or financing gap for each scenario.
4. KMA will evaluate the potential benefits of phasing development of the Property vs. a consolidated approach to development. These may include factors such as administrative efficiencies for City staff, uniform master planning for the Property and cost savings from economies of scale, among other considerations.

Task #4 - Presentation

1. KMA/Citythinkers will participate in one (1) virtual meeting with City staff to review the findings of the feasibility analyses and receive feedback.
2. Based on comments from the City, KMA/Citythinkers will prepare a presentation package (Report) summarizing our findings and accompanied by our supporting technical analyses. Our Report will be submitted in two (2) successive versions: Draft and Final.

BUDGET

The budget requirement for the Scope of Services is \$42,500, allocated as follows:

Firm	Budget
Keyser Marston Associates, Inc.	\$30,000
Citythinkers	\$12,500
Total Budget	\$42,500

We propose to undertake this work program on a time-and-materials basis in accordance with the attached hourly billing rate schedules. The budget is inclusive of all labor hours, reimbursables, and meetings, and includes the following:

- Maximum of two (2) development concepts
- One (1) Draft and one (1) Final version of each work product, in PDF format only
- Up to four (4) virtual meetings with City staff

This budget and scope of work excludes:

- In-person meetings
- Public meetings
- Detailed and dimensioned unit plans, floor plans, and elevations
- 3D renderings
- Full schematic and landscape designs
- Construction drawings

SCHEDULE

KMA and Citythinkers are prepared to commence work upon contract authorization and receipt of necessary project data. We anticipate completion of a Draft report within 90 calendar days.

This assumes timely coordination with City staff regarding required documents and data such as City plans, Property conditions, and permits and fees.

LIMITING CONDITIONS

In accepting this proposal/contract, the City represents, acknowledges, and agrees that:

1. KMA is not advising or recommending any action be taken by the City with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities (including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues).
2. KMA is not acting as a Municipal Advisor to the City and does not assume any fiduciary duty hereunder, including, without limitation, a fiduciary duty to the City pursuant to Section 15B of the Exchange Act with respect to the services provided hereunder and any information and material contained in KMA's work product.
3. The City shall discuss any such information and material contained in KMA's work product with any and all internal and/or external advisors and experts, including its own Municipal Advisors, that it deems appropriate before acting on the information and material.

KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES

	<u>2025</u>
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$305.00
SENIOR PRINCIPALS*	\$295.00
PRINCIPALS*	\$275.00
MANAGERS*	\$245.00
SENIOR ASSOCIATES	\$205.00
ASSOCIATES	\$185.00
SENIOR ANALYSTS	\$170.00
ANALYSTS	\$145.00
TECHNICAL STAFF	\$105.00
ADMINISTRATIVE STAFF	\$90.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

Schedule of Rates (2024)

Position	Hourly Rate
Principal	\$220
Senior Urban Designer	\$150
Urban Designer	\$90-\$120
Administration/Intern	\$75

Reimbursable Expenses

Reimbursable expenses are in addition to the fees stated above and will be billed as direct expense costs. Such expenses include reprographics, delivery services, postage, travel, mileage, and similar expenses. Mileage will be billed at the current IRS accepted rate.

Billing Schedule

Billings will occur at the conclusion of each phase and are due and payable within 30 days of the date of invoice. A 1.5% late charge will be added to all balances past due and will be increased 1.5% every 30 days thereafter until the total amount is paid in full. Citythinkers may stop work, without penalty, if any balance is outstanding after 60 days from the date of invoice.

Rate Changes

Client understands and agrees that Citythinkers has the discretion to change rates on an annual basis (July 1st) if they do not conflict with any wages set forth by the prime agreement.

Changes outside of July 1st are subject to a 30 day written notice to the client.

Any additional work over and above that described in the Scope of Work and approved by the client will be billed at the hourly rate schedule as indicated.



Keyser Marston Associates, Inc. (KMA) is a full-service real estate advisory firm with offices in San Diego, Los Angeles, and Berkeley. For over five decades, KMA has served public sector clients from nearly every major municipality in California as well as housing authorities, transit districts, counties, special districts, port authorities, and colleges and universities.

KMA has extensive experience delivering comprehensive and cost-effective solutions in the major service areas of:

- ✓ Real Estate Advisory
- ✓ Land Use Economics
- ✓ Affordable Housing Transactions and Policy
- ✓ Economic Development
- ✓ Fiscal and Economic Impacts
- ✓ Infrastructure Financing Districts

KMA has an extensive track record providing public agency clients with a wide range of integrated services which help them to make informed, strategic, market-based decisions. Our objective is to provide decision-makers with sound advice supported by strong technical analysis of all economic factors that impact success, including market conditions, financial investment requirements, community needs and benefits, and development issues.

A hallmark of KMA's success is the depth of knowledge, continuity, and availability of our principals, who have an average of more than 25 years of practical experience working on complex real estate economic issues. Seasoned managers and associates also contribute their specialized knowledge to every assignment. The longevity of our client relationships throughout the State attests to the quality and responsiveness of KMA's work. To learn more about our services and experience, please visit www.keysermarston.com

Citythinkers is an integrated and multi-disciplinary planning, urban design and research-based firm whose central mission is to build a better city. With thoughtful care and attention, we devote our energy, talents and passion to the communities that support us. We direct our best efforts toward achieving a quality built environment for people, and believe (above all) in making great places. We do this through research, by talking with the community, and with a passion for design that serves a public good.

Based in San Diego, California and with 25 years of experience in the fields of planning, housing, and design, the firm's work ranges in scale and scope from General Plans to Community Plans, Master Plans, Zoning Codes, Streetscape Design, Design Guidelines, Housing Design, and Community Outreach. Our research and design expertise in urban, infill housing and mixed-use informs the planning practice and enriches each planning project with "real world true testing" of bold ideas and visionary thinking.

CORE SERVICES

- Affordable Housing Design
- Prototyping & Site Feasibility
- Urban Design & Objective Design Standards
- Policy & Land Use Planning
- 3D Visualizations & Renderings
- Community Outreach & Engagement
- Community Resilience Planning

SELECTED RELEVANT EXPERIENCE

Kings Canyon Corridor TOD Connectivity Study

Development Vitalization Strategy for City of Fresno

Principal-in-Charge; Urban Design, Illustrations, Site Testing

Contact: Sophia Pagoulatos: 559-621-8062;

Imperial Beach Community Resilience Plan

Community Resilience Plan for Imperial Beach

Principal-in-Charge of Urban Design, Community Outreach

Contact: Meagan Openshaw: 619-628-2381;

University Community Plan Update

Community Plan for City of San Diego

Principal-in-Charge; Project Lead of Urban Design, Site

Testing Contact: Nancy Graham: 619-236-6891;

City Heights Place and Plaza del Sol

Design of 135 units of Affordable Housing Development in San Diego

Principal-in-Charge; Project Lead of Design with Smithton Architects as Architect of Record

Hillcrest LGBTQ+ Cultural District Plan

City of San Diego

Principal-in-Charge; Urban Design, Illustrations, Site Testing

Contact: Shannon Mulderig: 619-533-3662;

SLMulderig@sandiego.gov

FIRM PROFILE

Firm Size: <\$1,000,000 revenue

Location: 3812 Park Blvd. #503

San Diego, CA 92103

Firm Contact: Diego Velasco, President

619.602.1699 diego@citythinkers.com

of years in business: 5 years

of staff: 3 (1 principal, 2 urban designers)

Certified City of San Diego Emerging Local



City Heights Place & Plaza del Sol

135 units of affordable family housing in San Diego, CA



University Community Plan Update

Urban Design Concept for UTC area of University



HILLCREST

LGBTQ+ CULTURAL DISTRICT

DRAFT: PRELIMINARY DESIGN

Hillcrest LGBTQ+ Cultural District Plan

Cultural Asset Mapping, Outreach, and District Plan

AGREEMENT FOR CONTRACT SERVICES

By and Between

IRWINDALE HOUSING AUTHORITY OF THE CITY OF IRWINDALE,

KEYSER MARSTON ASSOCIATES, INC., and

CITYTHINKERS URBAN DESIGN & PLANNING

**AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN
IRWINDALE HOUSING AUTHORITY OF THE CITY OF IRWINDALE,
KEYSER MARSTON ASSOCIATES, INC., AND CITYTHINKERS URBAN DESIGN
AND PLANNING**

This AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 25th day of June, 2025 by and between the IRWINDALE HOUSING AUTHORITY OF THE CITY OF IRWINDALE, a California Charter city and municipal corporation (“City”), KEYSER MARSTON ASSOCIATES, INC., a California corporation (“KMA” or “”), CITYTHINKERS URBAN DESIGN AND PLANNING (“Citythinkers”) (KMA and Citythinkers shall collectively hereinafter be referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Information, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. Pursuant to the City of Irwindale’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

KMA has partnered with Citythinkers as a subconsultant/subcontractor to perform the scope of services under this Agreement. In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and

facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Forty Two Thousand Five Hundred Dollars** (\$42,500.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. The Contract Sum shall be allocated as follows: total compensation, including reimbursement for actual expenses, shall not exceed thirty thousand dollars (\$30,000.00) to KMA; total compensation, including reimbursement for actual expenses, shall not exceed twelve thousand five hundred dollars (\$12,500.00) to Citythinkers.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant

which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

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

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1)

year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

<u>Paul Marra</u>	<u>KMA Managing Principal</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

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

4.3 Contract Officer.

The Contract Officer shall be the City Manager [or such person as may be designated by the Assistant City Manager]. It shall be Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

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

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to City. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance

binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible nor shall it limit Consultant's indemnification liabilities as provided in Section 5.3.

In the event Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold City, its officers, agents, and employees harmless therefrom;

(c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to City, its officers, agents or employees, any and all costs and expenses incurred by City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than three (3) years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to City, Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by Consultant will be at City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

6.4 Confidentiality and Release of Information.

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

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

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

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

Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be such shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In

the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any

State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts and Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like

import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

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

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

IRWINDALE HOUSING AUTHORITY OF THE
CITY IRWINDALE, a municipal corporation

Julian A. Miranda, Executive Director

ATTEST:

Laura M. Nieto, Chief Assistant Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, General Counsel

CONSULTANT:

KEYSER MARSTON ASSOCIATES, INC., a
California corporation

By: _____
Name: Kathe Head
Title: President

By: _____
Name: Paul Marra
Title: Managing Principal
Address: 555 West Beach Street
Suite 460
San Diego, CA 92101

CITYTHINKERS URBAN PLANNING &
DESIGN

By: _____
Name:
Title:

By: _____
Name:
Title:
Address:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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) ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL	_____ TITLE OR TYPE OF DOCUMENT
☐ ATTORNEY-IN-FACT	
☐ TRUSTEE(S)	_____ NUMBER OF PAGES
☐ GUARDIAN/CONSERVATOR	
☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

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.

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☐ OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

Consultant will perform the following Services:

Task #1 - Initiation

1. KMA and Citythinkers will participate in a virtual meeting with the City to review project data, collect and review background materials, and identify any questions or need for additional information.
2. Citythinkers will review applicable land use designations and development regulations governing development of the Property.
3. KMA/Citythinkers will review documentation provided by the City regarding existing property conditions and applicable City zoning for the Property. This will include a discussion of prerequisites for development such as site preparation, grading, and infrastructure costs.
4. Citythinkers will conduct research regarding City overlay zones, development standards, and density programs that may impact the use of the Property.
5. KMA will identify applicable provisions required for disposition of the Property in accordance with the Surplus Land Act (SLA).

Task #2 - Development Concepts

1. KMA will conduct limited market research for potential single-family and/or townhome development on the Property. KMA will identify key factors such as unit size, bedroom mix, and market value for each product type.
2. Citythinkers will formulate illustrative concepts for two (2) residential development scenarios with a mix of site planning configurations, densities, and building types. Citythinkers will estimate the potential development yield in terms of residential units and building square feet (SF) under each scenario.
3. Citythinkers will develop single-line diagram plans of the ground floor, parking configuration, and typical residential floor layout based on the mix of unit types in each scenario.
4. Citythinkers will illustrate a conceptual phasing plan, showing two phases within the initial six-acre portion of the Property and/or a potential third phase on the remaining four-acre portion.
5. KMA/Citythinkers will participate in one (1) virtual meeting with City staff to discuss the alternative development scenarios and phasing approaches for the Property.

Task #3 - Financial Feasibility Analysis

1. KMA will analyze the financial feasibility of the two (2) development concepts. KMA will prepare financial pro forma analyses for each development scenario. Each pro forma model will include estimates of development costs (directs, indirects, and financing), projected sales values, and developer return. Through discussions with City staff and KMA experience on comparable projects, KMA will formulate order-of-magnitude costs for site preparation, grading, and infrastructure. For governmental permits and fees costs, KMA will require that the City provide cost estimates specific to each development scenario. For each development scenario, KMA will analyze sales prices at four income levels: market-rate, moderate income, low income, and very low income. The outcome of the pro forma analysis will be the residual land value or financing gap for each scenario for the Property, broken out by product type and income level, and expressed on a per-unit basis.
2. KMA will summarize the findings of the feasibility analysis in terms of addressing: (a) whether development of market-rate ownership housing on the Property is likely to be feasible without public subsidy; and (b) whether ownership housing at each of the successive affordability levels (moderate, low, very low) is likely to be feasible, and if not, what level of public subsidy would be required.
3. KMA will provide generalized guidance regarding what types of Authority/developer transaction structures or public funding sources could result in the imposition of prevailing wages during construction. We will identify the potential impact of prevailing wages on construction costs, and the resulting residual land value or financing gap for each scenario.
4. KMA will evaluate the potential benefits of phasing development of the Property vs. a consolidated approach to development. These may include factors such as administrative efficiencies for City staff, uniform master planning for the Property and cost savings from economies of scale, among other considerations.

Task #4 – Presentation

1. KMA/Citythinkers will participate in one (1) virtual meeting with City staff to review the findings of the feasibility analyses and receive feedback.
2. Based on comments from the City, KMA/Citythinkers will prepare a presentation package (Report) summarizing our findings and accompanied by our supporting technical analyses. Our Report will be submitted in two (2) successive versions: Draft and Final.

All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT “C”
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Firm	Budget
Keyser Marston Associates, Inc.	\$30,000
Citythinkers	\$12,500
Total Budget	\$42,500

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- IV. City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$ 42,500.00, as provided in Section 2.1 of this Agreement.**
- VI. Consultant’s billing rates for all personnel are attached as Exhibit “C-1”.**

EXHIBIT “C-1”

CONSULTANT PERSONNEL BILLING RATES

**KEYSER MARSTON ASSOCIATES, INC.
PUBLIC SECTOR HOURLY RATES**

	<u>2025</u>
CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	\$305.00
SENIOR PRINCIPALS*	\$295.00
PRINCIPALS*	\$275.00
MANAGERS*	\$245.00
SENIOR ASSOCIATES	\$205.00
ASSOCIATES	\$185.00
SENIOR ANALYSTS	\$170.00
ANALYSTS	\$145.00
TECHNICAL STAFF	\$105.00
ADMINISTRATIVE STAFF	\$90.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

Rates for individuals in these categories will be increased by 50% for time spent in court testimony.



Schedule of Rates (2024)

Position	Hourly Rate
Principal	\$220
Senior Urban Designer	\$150
Urban Designer	\$90-\$120
Administration/Intern	\$75

Reimbursable Expenses

Reimbursable expenses are in addition to the fees stated above and will be billed as direct expense costs. Such expenses include reprographics, delivery services, postage, travel, mileage, and similar expenses. Mileage will be billed at the current IRS accepted rate.

Billing Schedule

Billings will occur at the conclusion of each phase and are due and payable within 30 days of the date of invoice. A 1.5% late charge will be added to all balances past due and will be increased 1.5% every 30 days thereafter until the total amount is paid in full. Citythinkers may stop work, without penalty, if any balance is outstanding after 60 days from the date of invoice.

Rate Changes

Client understands and agrees that Citythinkers has the discretion to change rates on an annual basis (July 1st) if they do not conflict with any wages set forth by the prime agreement.

Changes outside of July 1st are subject to a 30 day written notice to the client.

Any additional work over and above that described in the Scope of Work and approved by the client will be billed at the hourly rate schedule as indicated.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

Consultant shall perform all Services timely and shall commence work upon contract authorization and receipt of necessary project data.

Consultant shall provide the City a Draft report within 90 calendar days of commencement of work. Consultant shall thereafter provide the City with the Final report within 30 calendar days of receiving City staff feedback.

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

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