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

November 12, 2025

SPECIAL MEETING – 4:45 P.M.
REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

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

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

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

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

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

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

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

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

Code of Ethics

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

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

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

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

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

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

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

IRWINDALE CITY COUNCIL

SPECIAL MEETING

1. CALL TO ORDER

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

3. AB 2449 DISCLOSURES

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

4. SPONTANEOUS COMMUNICATIONS

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

5. RECESS TO CLOSED SESSION

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

Property: 16166 Arrow Highway (APN 8417-029-059)
Agency Negotiator - Fernando Lopez, Housing Coordinator
Negotiating Parties: Ramiro Torres Trust/Torres Family Trust
Under Negotiation: Price and terms of payment
**Housing Authority Item*

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

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

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

Name of Case: Rudy Campos v. City of Irwindale, Irwindale Police Department
Case Number: 25STCV29469

C. Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

6. RECONVENE IN OPEN SESSION

7. REPORT FROM CLOSED SESSION

8. ADJOURNMENT

REGULAR MEETING

9. CALL TO ORDER

10. PLEDGE OF ALLEGIANCE

11. INVOCATION

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

13. AB 2449 DISCLOSURES

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

14. CHANGES TO THE AGENDA

15. COUNCIL MEMBER TRAVEL REPORTS

16. COUNCILMEMBER COMMENTS

17. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held July 9, 2025
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation:

C. Claim Rejection - Debra Alcantar v. City of Irwindale
Department: City Clerk

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

D. Claim Rejection and Return - Darlene Acero
Department: City Clerk

Recommendation: (1) Reject the claim losses which have arisen since March 1, 2025; (2) deem that claim losses which have arisen between September 29, 2024 and February 28, 2025, may be considered for an application for late consideration; and (3) return all other claim losses which have arisen prior to September 29, 2024.

E. Claim Rejection and Return - Dena Zepeda
Department: City Clerk

Recommendation: (1) Reject the claim losses which have arisen since April 13, 2025 (2) deem that claim losses which have arisen between October 13, 2024 and April 13, 2025, may be considered for an application for late consideration ; and (3) return all other claim losses which have arisen prior to October 13, 2024.

F. Claim Rejection - Richard Salazar vs. City of Irwindale
Department: City Clerk

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

G. Claim Rejection and Return - Carmen M. Roman
Department: City Clerk

Recommendation: (1) Reject the claim losses which have arisen since April 21, 2025 (2) deem that claim losses which have arisen between October 21, 2024 and April 21, 2025, may be considered for an application for late consideration; and (3) return all other claim losses which have arisen prior to October 21, 2024.

H. Consideration of a 2025 Memorandum of Understanding (MOU) between Owner Counties and Government Participants for the Use of the SECURE Government to Government (G2G) Portal
Department: City Clerk

Recommendation: 1) Approve the 2025 Memorandum of Understanding (2025 MOU) between Owner Counties and Government Participants for the Use of the SECURE Government to Government (G2G) Portal for a term of five years (2025-2030) and rescind the 2020 MOU pertaining to the same; 2) Authorize the City Manager to execute the necessary documents in a form approved by the City Attorney; and 3) Upon approval, direct the Chief Deputy City Clerk to transmit the 2025 MOU to Orange County, as the lead agency.

I. Third Amendment to City Manager Employment Agreement To Extend Term
Department: City Attorney

Recommendation: That the City Council adopt Resolution No. 2025-103-3691, approving the attached Third Amendment to the City Manager’s employment agreement, subject to City Attorney approval as to form; or provide alternative direction to staff regarding the attached employment agreement amendment.

J. Authorize the City Manager to Approve Personnel Investigative Services Expenditures
Department: Human Resources

Recommendation: That the City Council authorize the City Manager to approve Susan Woolley, Esq. Personnel investigative services expenditures up to $115,000.

K. Approval of a Side Letter of Agreement Between the City of Irwindale and the Irwindale Police Officers' Association (IPOA)
Department: Human Resources

Recommendation: Adopt Resolution No. 2025-102-3690, approving the Side Letter of Agreement between the City of Irwindale and the Irwindale Police Officers' Association (IPOA).

L. Waive Formal Bidding and Award a Contract to Ireland Sound Systems, Inc. for an Audio Visual System for the Irwindale Aquatics Facility Through a Cooperative Purchase Process
Department: IT

Recommendation: **Adopt Resolution No. 2025-104-3692**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IRELAND SOUND SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF A FACILITY-WIDE AUDIO SYSTEM, VIDEO PROJECTOR, AND ROLL-DOWN SCREEN FOR THE IRWINDALE AQUATICS."

M. Adoption of the City of Irwindale Public Library Collection Development Policy
Department: Library

Recommendation: **Adopt Resolution No. 2025-106-3694**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE CITY OF IRWINDALE PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY;" reading by title only and waiving further reading thereof.

N. Approve the Purchase of Two (2) Electric Vehicle Direct Current Fast Dual Ports Chargers for the Irwindale Civic Center Parking Area and Related Budget Amendment of $150,000 for the Purchase
Department: Engineering

Recommendation: That the City Council (1) authorize the City Manager to enter into a purchase agreement with Blink Charging for the purchase of two (2) EV Direct Current Fast Dual Ports Chargers; and (2) **adopt Resolution No. 2025-105-3693** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT BY APPROPRIATING $150,000.00 FROM THE GENERAL FUND RESERVES FOR THE PURCHASE OF TWO (2) ELECTRIC VEHICLE DIRECT CURRENT FAST DUAL PORTS CHARGERS FOR THE IRWINDALE CIVIC CENTER PARKING AREA."

O. Award of Contract for On-call As-needed Construction Management and Inspection Services
Department: Engineering

Recommendation: That the City Council authorize the City Manager to enter into a professional services agreement with Dudek, FCG Consultants and Coory Engineering for On-call As-needed Construction Management and Inspection services in the amount of $200,000 per contract, subject to approval as to form by the City Attorney.

18. 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

19. NEW BUSINESS

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

A. Election for the City of Irwindale's Vote for Water Quality Authority Board Member Representing Cities with Prescriptive Pumping Rights
Department: Administration

Recommendation: That the City Council discuss and cast its vote for the Water Quality Authority Board Member Representing Cities with Prescriptive Pumping Rights

B. First Reading of Ordinance No. 816 - Concurrent Commission Service
Department: City Clerk

Recommendation: **Introduce for first reading Ordinance No. 816** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING SECTION 2.30.065 TO THE IRWINDALE MUNICIPAL CODE TO INCLUDE A SINGLE SERVICE POLICY RELATED TO COMMISSION SERVICE AND APPOINTMENTS".

C. City of Irwindale Public Library — Past and Present Names of Irwindale residents
Department: Administration

Recommendation: That the City Council of the City of Irwindale discuss the inclusion of past and present Irwindale residents names as artwork in the Irwindale Public Library and provide direction to staff.

D. Verbal Update on the Irwindale Library Project
Department: Administration

Recommendation: Receive and file.

20. PUBLIC HEARINGS

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

A. Public Hearing Regarding City Council Approval of the Irwindale Police Department's Updated Military Equipment Inventory Mandated by AB 481
Department: Police

Recommendation: Open the duly noticed public hearing, accept comments, and continue to the regular meeting of December 10, 2025.

B. RV Residential Setback Ordinance No. 810
Department: Community Development

Recommendation: Consider the Planning Commission’s Resolution No. 855(25) recommending the City Council approve Zone Ordinance Amendment No. 02-2025 with recommendations; and

Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **introduce for first reading of Ordinance No. 810**, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.13.120 (“PARKING AND STORAGE OF COMMERCIAL AND RECREATIONAL VEHICLES”) OF TITLE 17 (“ZONING”) OF THE IRWINDALE MUNICIPAL CODE TO REQUIRE THAT RECREATIONAL VEHICLES PARKING ON RESIDENTIAL LOTS MAINTAIN A MINIMUM TEN FOOT (10’) SETBACK FROM THE PROPERTY LINE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)".

21. CITY MANAGER'S REPORT

22. 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 agendized in this section.

23. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

24. AB 2449 DISCLOSURES

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

25. CONSENT CALENDAR

A. Warrants / Demands / Payroll
Department: Finance

Recommendation:

26. 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.

27. ADJOURN

HOUSING AUTHORITY

28. AB 2449 DISCLOSURES

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

29. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held July 9, 2025
Department: City Clerk

Recommendation: Approve

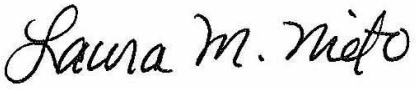
30. SPONTANEOUS COMMUNICATIONS

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.

31. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency and Housing Authority, to be held on November 12, 2025, be posted at the City Hall, Library, and Post Office on **November 7, 2025**.



Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JULY 9, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **5:00 P.M.**

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

ROLL CALL:

Present: Council/Board Members Albert F. Ambriz; Mayor Pro Tem/Vice Chair H. Manuel Ortiz; Mayor/Chair Larry G. Burrola

Absent: Council/Board Members Mark A. Breceda and Manuel R. Garcia

Also Present: Julian A. Miranda, City Manager/Executive Director; Adrian Guerra, City Attorney/General Counsel; Theresa Olivares, Assistant City Manager/Assistant Executive Director; and Laura Nieto, Chief Deputy City Clerk/Assistant Board Secretary

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION

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

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

Number of cases: Two (Housing Authority)

ACTION: Information provided to the Board, discussion held, follow-up information requested; no reportable action.

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

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

ACTION: Information provided, no direction provided nor any action taken.

Public Employee Performance Evaluation
Pursuant to California Government Code Section 54957

Title: City Manager

ACTION: Follow up information provided to the City Manager related to his evaluation, discussion held; no reportable action.

RECONVENE IN OPEN SESSION At 6:09 p.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 6:11 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JULY 9, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **6:11 P.M.**

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

Absent: Councilmembers Mark A. Breceda and Manuel R. Garcia

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 conducted.

AB 2449 DISCLOSURES

None.

CHANGES TO THE AGENDA

CITY MANAGER MIRANDA

City Manager Miranda advised that Item No. 19E contained a misprint and corrected the report to reflect that the side letter would commence July 7. Additionally, Item No. 22C, was corrected to indicate that El Nido Park is not considered for approval tonight due to a lack of quorum. This item will return at a future meeting.

COUNCILMEMBER TRAVEL REPORTS

None.

COUNCILMEMBER COMMENTS

None.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS

ITEM NO. 17A
INTRODUCTION OF ASSOCIATE PLANNER JEFF TYLER

INTRODUCTION OF ASSOCIATE PLANNER JEFF TYLER

The introduction was made.

INTRODUCTION OF SENIOR CODE ENFORCEMENT OFFICER RANDY SILVA

INTRODUCTION OF SENIOR CODE ENFORCEMENT OFFICER RANDY SILVA

The introduction was made.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 18A
PROCLAMATION - "PARKS MAKE LIFE BETTER" MONTH – JULY 2025

PROCLAMATION – "PARKS MAKE LIFE BETTER" MONTH – JULY 2025

The proclamation was made.

CONSENT CALENDAR

MOTION

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

ITEM NO. 19A
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 19B
ACCEPTANCE OF THE CANNABIS TAX FUND GRANT PROGRAM

ACCEPTANCE OF THE CANNABIS TAX FUND GRANT PROGRAM

RESOLUTION NO. 2025-57-3645 ADOPTED

Resolution No. 2025-57-3645, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FY 2025-2026 CANNABIX TAX FUND GRANT PROGRAM (CTFGP) SUB-RECIPIENT AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL (CHP) AND THE CITY OF IRWINDALE; AND 2) APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CANNABIS TAX FUND GRANT PROGRAM (CTFGP) IN THE AMOUNT OF $300,000", was adopted.

ITEM NO. 19C
AUTHORIZE AN INCREASE IN CITY MANAGER'S SPENDING LIMIT BY $6,500 FOR THE VAN DERMYDEN MAKUS PROFESSIONAL SERVICE CONTRACT ENGAGED TO INVESTIGATE

AUTHORIZE AN INCREASE IN CITY MANAGER'S SPENDING LIMIT BY $6,500 FOR THE VAN DERMYDEN MAKUS PROFESSIONAL SERVICE CONTRACT ENGAGED TO INVESTIGATE PERSONNEL RELATED MATERIALS

An increase in the City Manager's spending limit was approved from $30,000 to $36,500 to pay the final invoice of Van Dermyden Makus, a professional service firm engaged to investigate personnel-related materials.

PERSONNEL
RELATED MATERIALS

ITEM NO. 19D
ADOPT RESOLUTIONS TO APPROVE THE SUBMISSION OF APPLICATIONS FOR THE LAND AND WATER CONSERVATION FUND GRANT

ADOPT RESOLUTION NO. 2025-62-3650 AND NO. 2025-63-3651 TO APPROVE THE SUBMISSION OF APPLICATIONS FOR THE LAND AND WATER CONSERVATION FUND GRANT

RESOLUTION NO. 2025-62-3650
ADOPTED

Resolution No. 2025-62-3650, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SUBMISSION OF AN APPLICATION FOR THE LAND AND WATER CONSERVATION FUND GRANT FOR THE JARDIN DE ROCA PARK IMPROVEMENT PROJECT," and

RESOLUTION NO. 2025-63-3651
ADOPTED

Resolution No. 2025-63-3651, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE SUBMISSION OF AN APPLICATION FOR THE LAND AND WATER CONSERVATION FUND GRANT FOR THE SWIMMING POOL IMPROVEMENT PROJECT PHASE II," were adopted.

ITEM NO. 19E
ADOPT RESOLUTION 2025-65-3653

ADOPT RESOLUTION NO. 2025-65-3653 ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER WITH UNITED ROCK PRODUCTS, APPROVING AN INCREASE IN THE ROYALTY RATE FOR AGGREGATE MINED FROM THE OLIVE PIT"

RESOLUTION NO. 2025-65-3653
ADOPTED

Resolution No. 2025-65-3653, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE LETTER WITH UNITED ROCK PRODUCTS, APPROVING AN INCREASE IN THE ROYALTY RATE FOR THE AGGREGATE MINED FROM THE OLIVE PIT," was adopted, with the correction noted above by City Manager Miranda.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

IAN JAMESON	An email submitted by Ian Jameson was read wherein he made allegations of improper behavior against an employee of The Shower of Hope.
ANNIE AMBRIZ	An email submitted by Annie Ambriz was read wherein she thanked all those that assisted during a health incident at a recent softball game.
MAYA ANGEL	Maya Angel made various allegations of improper behavior against Recreation Department staff.
LINDA MAREZ	Linda Marez stated that she has not seen or experienced any of the allegations made by Ms. Angel during her time working in the Recreation Department.
DARLENE ACERO	Darlene Acero concurred with comments made by Maya Angel and made allegations against Recreation and Human Resources staff.
DENA ZEPEDA	Dena Zepeda spoke highly of the 4th of July and Red, White, and You events, stated her pride in that the community worked together to assist the resident that was hurt during a recent softball game, and hoped that Maya Angel's and Darlene Acero's comments are properly acknowledged.
DONIELL GAMEZ	Doniell Gamez stated that she was also treated improperly by Recreation and Human Resources staff members.
FRED BARBOSA	Fred Barbosa commended Maya Angel and Darlene Acero for their courage in making their comments publicly tonight.
REBECCA BARBOSA	Rebecca Barbosa commended Maya Angel and Darlene Acero since it takes courage and conviction to speak the truth and made allegations of harassment against a resident who has since deceased.
MEGAN ZEPEDA	Megan Zepeda commended Maya Angel and Darlene Acero and made allegations against Recreation staff.
MAYOR PRO TEM ORTIZ	Responding to a question by Mayor Pro Tem Ortiz, City Manager Miranda advised that the allegations made tonight are personnel matters that are being investigated and indicated that all statements made will be looked into.
COUNCILMEMBER AMBRIZ	Councilmember Ambriz stated his belief that City Manager Miranda would look into the allegations and would identify a solution.
MAYOR BURROLA	Mayor Burrola stated that the allegations will be investigated and resolved.

NEW BUSINESS

ITEM NO. 21A
INTENT TO FORM CITY OF IRWINDALE COMMUNITY FACILITIES DISTRICT 2025-1

INTENT TO FORM CITY OF IRWINDALE COMMUNITY FACILITIES DISTRICT 2025-1 (Sewer Maintenance)

DIRECTOR BORHANI — Director Borhani introduced the consultant who assisted on this matter, Priti Patel, who then presented the report.

MAYOR PRO TEM ORTIZ — In response to a question by Mayor Pro Tem Ortiz, Mrs. Patel advised that the property owner would pay for the construction and maintenance of the sewer for the duration of the Community Facilities District.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz asked about the relation between the Community Facilities District and Los Angeles County Sanitation, to which the consultant stated that discussions have been held to determine which portion the County would be responsible for.

MAYOR BURROLA — Responding to a question by Mayor Burrola, the consultant advised that the special tax would extend indefinitely and would only apply to this single property and noted that the property owner is aware and has agreed to it beforehand.

RESOLUTION NO. 2025-21-3609 ADOPTED — **Resolution No. 2025-21-3609**, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE DECLARING ITS INTENTION TO ESTABLISH THE CITY OF IRWINDALE COMMUNITY FACILITIES DISTRICT NO. 2025(SEWER MAINTENANCE) TO AUTHORIZE THE LEVY OF A SPECIAL TAX ON PROPERTY WITHIN THE DISTRICT TO PAY FOR CERTAIN SEWER MAINTENANCE SERVICES," was adopted, on the motion of Mayor Pro Tem Ortiz, seconded by Councilmember Ambriz, and unanimously approved.

ITEM NO. 21B
INTRODUCTION OF CAPITAL IMPROVEMENT PROJECT FOR ARROW HIGHWAY AND MORADA STREET

INTRODUCTION OF CAPITAL IMPROVEMENT PROJECT FOR ARROW HIGHWAY AND MORADA STREET (verbal)

DIRECTOR CHAN — Director Chan presented the staff report.

MAYOR BURROLA — Mayor Burrola asked about Morada Street ingress and egress, to which Director Chan advised that the contractor would first have to demo the existing block wall and grade and form the improvements

on the side in order to widen the streets to the 20-foot right-of-way. Once done, the contractor would repave the existing streets to tie into the existing roadway at the intersection. Director Chan added that he does not foresee any issues with residents moving in and out of the street.

Mayor Burrola also asked about the timeline for the project's completion, to which Director Chan indicated that it would take a bit over a year, and added that staff would try to expedite the process.

Responding to an additional question by Mayor Burrola, Director Chan indicated that the existing building would be demolished and noted that the Council could decide whether it wants the site repaved.

FRED BARBOSA

Fred Barbosa stated that the median improvements along Arrow Highway would make it very difficult to enter and exit the buildings, to which Director Chan advised that the original intent of the median was to keep motorists from turning right onto the property. However, the median was redesigned to restrict any left-hand turn movement into the property.

ITEM NO. 21C
UPDATED RECREATIONAL VEHICLE ORDINANCE

UPDATED RECREATIONAL VEHICLE ORDINANCE

CITY MANAGER MIRANDA

City Manager Miranda presented the staff report.

MAYOR PRO TEM ORTIZ

Mayor Pro Tem Ortiz asked about parking RVs within homeowners' properties, to which Director Simpson advised that the updated Zoning Code requires the parking of any RV to maintain the front yard setback, which typically for residential streets is 20 feet. The site would also have to have a paved surface for the RV to be parked, and the parking area could not exceed 350 square feet of paved or improved surfaces. Parking in the side yard or on a secondary driveway would also have specific requirements, which staff from Community Development and Engineering would need to look into.

MAYOR BURROLA

Mayor Burrola asked about parking RVs on a corner lot, to which Director Simpson advised that there is nothing in the Building or Engineering codes that explicitly require that they have a driveway. If somebody is running over the curb or gutter, then the issue could be brought to the City Manager and the City Council.

Mayor Burrola also asked about setback requirements, to which Director Simpson advised that residential properties typically have a 20-foot setback from the front yard property line, and that side yards have a five-foot setback. Mayor Burrola stated that he would like to see a diagram for a corner home.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz suggested that the ordinance also include verbiage indicating that individuals that damage the public right of way or public sidewalk would be responsible for the repairs.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that a 20-foot setback from the property line is excessive and suggested modifying the requirement.

BARRY BLANSET — Barry Blanset agreed that a 20-foot setback is excessive. He also expressed his opinion that the ordinance would unfairly punish residents and suggested that the City find a location where residents can park their RV's.

MARIA ALVAREZ — Maria Alvarez spoke on the difficulty of moving RVs on smaller streets such as Calle de Paseo and suggested that the City simply requires yearly permits that could be sold to residents.

ROBERT MORAGO — Robert Morago requested documentation showing that parking RVs on city streets is indeed a health and safety issue and concurred that RV parking permits should be sold to residents. He also questioned why the ordinance would limit the number of permits that residents could purchase per year and agreed that a 20-foot setback from the property line is excessive.

GARY STROBEHN — Gary Strobehn indicated that the state has enacted a law that prohibits parking vehicles within 20 feet of crosswalks. He also stated that concrete documentation demonstrating the number of injuries or accidents caused by visibility impairment due to parked RV's has yet to be presented. He then stated that the belief that RVs are unattractive in that they draw vandals and squatters is subjective and suggested that annual permits be issued to resident RV owners.

FRED BARBOSA — Fred Barbosa suggested that the setback length for properties on Calle de Paseo be grandfathered in to match past requirements and requested that electrical extension cords be allowed to run from homes to parked RVs.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz stated that the draft ordinance contains all the requirements that the Council wishes to enact.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz agreed that an ordinance is needed by disagreed with the 20-foot setback requirement. He stated that he would be amenable to approve of a 10- or 5-foot setback instead.

MAYOR BURROLA — Mayor Burrola noted that this matter had been addressed twice in the past by the Council with no result. He acknowledged that he previously owned a toy hauler and a boat, and though they were sometimes parked on the streets, he also had the stored elsewhere since he did not like having them on the street. He acknowledged that some still have questions regarding the ordinance and suggested that the ordinance be tabled until answers could be provided, and asked

City Attorney Guerra about setback requirements, to which he responded by advising that setback requirements are spelled out in the zoning code and that, to the extent there is a requirement, it is a policy decision made by the Planning Commission and City Council, and not a state mandate.

DIRECTOR SIMPSON — Director Simpson advised that the code contains fence height limitations, for example, to provide visual clearance. If a motorhome or RV is parked at the front of a home, there should still be visual clearance for other automobile drivers and not just the vehicle's owner.

CITY ATTORNEY GUERRA — City Attorney Guerra clarified that the subject tonight pertains to parking in the public right of way and that, should there be interest in discussing parking on private property, the matter would be discussed separately as part of the zoning process.

MAYOR BURROLA — Responding to a question by Mayor Burrola, Director Simpson advised that she is not aware of a code that would require that RVs parked on the side of a house be gated. Mayor Burrola reiterated his desire to table this matter to the next meeting for further discussion.

CITY ATTORNEY GUERRA — City Attorney Guerra noted that parking RVs in private property would be a separate discussion and asked whether the Council was comfortable with the ordinance presented tonight that addresses parking in public right of way, to which Mayor Burrola stated that he would prefer both matters addressed at the same time.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that he would support the request to continue this matter if the topics discussed tonight are addressed at that time, to which City Manager Miranda advised that the comments made tonight would be incorporated and presented to the Council at its July 23 meeting.

MOTION — A motion was made by Mayor Burrola, seconded by Councilmember Ambriz, to table this matter to the July 23 Council meeting. The motion was unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 22A
APPROVAL OF THE ADJUSTMENT OF SCHEDULE OF FEES & CHARGES FOR FY 25/26

APPROVAL OF THE ADJUSTMENT OF SCHEDULE OF FEES & CHARGES FOR FISCAL YEAR 2025-2026

DIRECTOR BORHANI — Director Borhani presented the staff report

OPEN PUBLIC HEARING — At 8:07 p.m., Mayor Burrola opened the public hearing.

CLOSE PUBLIC HEARING

There being no speakers, Mayor Burrola closed the public hearing at 8:07 p.m.

RESOLUTION NO. 2025-64-3652 ADOPTED

Resolution No. 2025-64-3652, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, ADOPTING AND ADJUSTING FEES FOR CERTAIN CITY SERVICES IN THE COMPREHENSIVE SCHEDULE OF FEES AND CHARGES," was adopted, on the motion of Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, and unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 22B
ZONE ORDINANCE AMENDMENT NO. 02-2025 (BESS ORDINANCES)

ZONE ORDINANCE AMENDMENT NO. 02-2025 (BESS ORDINANCES)

DIRECTOR SIMPSON

Director Simpson presented the staff report.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz questioned the need to conduct a noise survey, to which Director Simpson responded by indicating that the survey could be conducted at the discretion of the Council and noted that the municipal code already addresses noise levels which could be enforced by Code Enforcement staff.

MAYOR PRO TEM ORTIZ

Responding to a question by Mayor Pro Tem Ortiz, Director Simpson indicated that the Planning Commission recommended that, if an additional BESS facility is proposed, then staff, Los Angeles County Fire, and potential consultants should analyze the proximity between the proposed and existing BESS sites and consider whether any issues would arise.

Mayor Pro Tem Ortiz explained his understanding that it was previously determined that BESS sites should remain at least one mile away from each other, to which Councilmember Ambriz stated that the one-mile distance requirement relates to a BESS site and a substation, which Director Simpson and City Manager Miranda concurred with.

MAYOR BURROLA

Mayor Burrola asked about the requirement to install facility lines underground except with written approval or otherwise granted by the City, to which Director Simpson advised that deviation from installing the lines underground would require a variance, which itself would require very specific findings to be made.

Mayor Burrola asked why a variance should be listed as an option, to which Director Simpson responded by indicating that it was included to offer the Council options. Mayor Burrola suggested removing that

option, to which Councilmember Ambriz asked City Attorney Guerra whether doing so would cause a legal issue, who responded that Mayor Burrola's request could be added as a standard, like any other standard and that, if the applicant wished to deviate, they could apply for a variance.

Mayor Burrola stated that he was not comfortable with considering overhead lines, to which City Attorney Guerra advised that, in land use law, whenever there is a standard, a property owner may request a variance to deviate from the standard, which could be granted if the request met certain requirements. City Attorney Guerra suggested leaving the verbiage as-is.

OPEN PUBLIC HEARING

At 8:23 p.m., Mayor Burrola opened the public hearing.

CLOSE PUBLIC HEARING

There being no speakers, Mayor Burrola closed the public hearing at 8:23 p.m.

ORDINANCE NO. 800 INTRODUCED FOR FIRST READING

Ordinance No. 800, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, AMENDING TABLE 17.06.020-1 ("LAND USE REGULATIONS – INDUSTRIAL & OFFICE ZONES") WITHIN SECTION 17.060.020 ("LAND USE REGULATIONS") OF CHAPTER 17.06 ("INDUSTRIAL AND OFFICE ZONE DISTRICTS") AND ADOPTING CHAPTER 17.40 "BATTERY ENERGY STORAGE SYSTEMS ("BESS") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE REGULATING BATTERY ENERGY STORAGE SYSTEMS IN M-2 ZONES AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT," was introduced for first reading, reading by title only and waiving further reading thereof, on the motion of Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, and unanimously approved; Councilmembers Breceda and Garcia absent.

ITEM NO. 22C
ZONE CHANGE NO. 02-2025, 03-2025, GENERAL PLAN AMENDMENT NO. 02-2025 AND ZONE CHANGE NO. 04-2025

ZONE CHANGE NO. 02-2025 (JARDIN DE ROCA PARK), ZONE CHANGE NO. 03-2025 (EL NIDO PARK), GENERAL PLAN AMENDMENT NO. 02-2025, AND ZONE CHANGE NO. 04-2025 (THE LITTLE PARK)

CITY MANAGER MIRANDA

City Manager Miranda noted that El Nido Park would be excluded from discussion tonight due to a lack of quorum, after which he left the Council Chambers due to a potential conflict of interest with the zone change for Jardin de Roca Park.

ASSISTANT PLANNER PALMER

Assistant Planner Palmer presented the report.

OPEN PUBLIC HEARING

At 8:34 p.m., Mayor Burrola opened the public hearing.

CLOSE PUBLIC HEARING

There being no speakers, Mayor Burrola closed the public hearing at 8:34 p.m.

RESOLUTION NO. 2025-58-3646 ADOPTED

Resolution No. 2025-58-3646, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 02-2025 AND MODIFYING THE CITY OF IRWINDALE ZONING MAP TO 1) REZONE A PARCEL FROM M-1 (LIGHT MANUFACTURING) ZONE TO RP (RECREATION AND PARKS) ZONE LOCATED AT: 5051 IRWINDALE AVENUE (APN 8417-035-901), AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)", and

RESOLUTION NO. 2025-60-3648 ADOPTED

Resolution No. 2025-60-3648, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING GENERAL PLAN AMENDMENT NO. 02-2025 AND MODIFYING THE CITY OF IRWINDALE GENERAL PLAN MAP TO REZONE A PARCEL FROM RESIDENTIAL TO PARKS LOCATED AT APN: 8533-016-905, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)" and

RESOLUTION NO. 2025-61-3649 ADOPTED

Resolution No. 2025-61-3649, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 04-2025 AND MODIFYING THE CITY OF IRWIDNALE ZONING MAP TO 1) REZONE A PARCEL FROM R-1 (SINGLE FAMILY RESIDENTIAL) ZONE TO RP (RECREATION AND PARKS) ZONE LOCATED AT APN: 8533-016-905, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)," were adopted on the motion of Mayor Pro Tem Ortiz, seconded by Councilmember Ambriz, and unanimously approved; Councilmembers Breceda and Garcia absent.

CITY MANAGER MIRANDA

City Manager Miranda returned to the Council Chambers at 8:35 p.m.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) The Rite Aid pharmacy in Azusa will close on July 14 and all resident prescriptions will be transferred to the CVS on Arrow Highway unless the resident selects another pharmacy beforehand.
2) He also provided an update on the new Library project.
3) The city is accepting applications for the Supervising Librarian, Finance Technician, Aquatics Assistant, and Plan Check Engineer positions.
4) Chief Hofford presented an activity report on the Irwindale Police Department's response to the 4th of July holiday, and provided details about the use of drones in its enforcement.

LINDA MAREZ

Linda Marez thanked Chief Hofford and the Police Department for the success of the 4th of July activities citywide, which saw a reduction in the use of illegal fireworks.

SUZANNE GOMEZ

Suzanne Gomez thanked the Police Department for enforcing laws with drones and for the wonderful 4th of July festivities. She suggested that drones be used in the future for a wide variety of enforcement efforts. She also spoke highly of the Red, White, and You picnic.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

COUNCILMEMBER AMBRIZ

Councilmember Ambriz noted that a Parks & Recreation Commissioner requested that a letter of appreciation be sent to Helen and Mona at Rite Aid for her years of assisting residents in obtaining their medical prescriptions.

MAYOR BURROLA

Mayor Burrola spoke very highly of the Red, White, and You event and thanked sponsor Athens Services as well as Chief Hofford and the Irwindale Police Department's enforcement efforts.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:48 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

October 2025

October 1 - 31, 2025

Number	Vendor Name	Date	Amount
ACH	US Bank	10/10/2025	33,271.10
WFB - 81	Smart & Final	10/14/2025	17,575.00
WFB - 82	CJPIA Excess Pool	10/14/2025	21,422.47
		Report Total:	72,268.57

Accounts Payable

Checks by Date - Summary by Check Number

User: ccarlos
Printed: 11/4/2025 12:47 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106570	AGUILA07	Berlyn Aguila	10/16/2025	545.24
106571	ALLCI01	All City Management Services, Inc	10/16/2025	1,009.53
106572	AMAYAL	Elizabeth Amaya	10/16/2025	75.00
106573	ASSA01	Assa Abloy Entrance System US Inc	10/16/2025	68.38
106574	ATHENS	Athens Services	10/16/2025	6,049.43
106575	BAKER01	Baker & Taylor Books	10/16/2025	87.90
106576	BENE02	Benefit Coordinator Corporation (BCC)	10/16/2025	3,243.35
106577	CALIFO02	California American Water	10/16/2025	4,027.77
106578	CANYON01	Canyon Auto Services LLC	10/16/2025	140.70
106579	CARRIL11	Vincent Carrillo	10/16/2025	170.42
106580	COMPLE01	Complete Paperless Solutions, LLC	10/16/2025	6,037.50
106581	CONDU01	Condu Corporation	10/16/2025	7,939.26
106582	CORNEJOD	Diego Cornejo	10/16/2025	210.43
106583	GRIJAL05	Daniel M. Grijalva	10/16/2025	477.29
106584	SAMANKR1	Samantha Krost	10/16/2025	215.37
106585	LEDEZMA	Erica Ledezma	10/16/2025	2,040.00
106586	LEON03	Sandra Leon	10/16/2025	465.99
106587	PADILLAM	Melissa Marez	10/16/2025	20.00
106588	PAPER03	Paper Recycling & Shredding Specialist, In	10/16/2025	850.00
106589	PHASEII	PARS	10/16/2025	1,750.00
106590	PEER01	Peerless Network, Inc	10/16/2025	1,396.42
106591	PITNEY06	Pitney Bowes, Inc	10/16/2025	2,000.00
106592	LEGAL03	Pre-Paid Legal Services, Inc.	10/16/2025	110.65
106593	PROPRINT	Pro Printing, Inc.	10/16/2025	376.55
106594	RODRIG06	Taneisha Rodriguez	10/16/2025	10.00
106595	SANCH01	Jaycon Sanchez	10/16/2025	52.48
106596	SECT01	Sectran Security Inc.	10/16/2025	138.08
106597	SEMA02	SEMA INC	10/16/2025	3,059.57
106598	STATEO01	State Of California	10/16/2025	64.00
106599	SWEET02	Sweet Moments Photobooth LLC	10/16/2025	599.00
106600	TAPIA11	Sylvia Tapia	10/16/2025	828.11
106601	TEXAS01	Texas Life Insurance Co.	10/16/2025	4,092.49
106602	verizonw	Verizon Wireless	10/16/2025	3,493.59
106603	WESTCO05	West Coast Arborists, Inc.	10/16/2025	6,006.10
106604	WOLL02	Susan Margaret Woolley	10/16/2025	23,064.50
106605	CALIFO56	California State Disbursement Unit	10/22/2025	604.15
106606	CALIFO57	California State Disbursement Unit	10/22/2025	143.07
106607	CALIFO58	California State Disbursement Unit	10/22/2025	100.00
106608	CITY01	City of Hope	10/22/2025	34.00
106609	FRANC06	Franchise Tax Board	10/22/2025	530.09
106610	FRANC06	Franchise Tax Board	10/22/2025	54.29
106611	IMEA	Irwindale Mgmt Employee Assoc.	10/22/2025	580.00
106612	IRWIND02	Irwindale Police Officers Assoc.	10/22/2025	3,308.00
106613	LOSANG31	Los Angeles County Sheriff's Dept.	10/22/2025	112.23
106614	ROSENO	RSG	10/23/2025	1,993.75
106615	AGUILA07	Berlyn Aguila	10/23/2025	86.31
106616	AT&T06	AT & T	10/23/2025	83.63

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106617	AT&T08	AT & T	10/23/2025	1,201.36
106618	CINGULAR	AT & T Mobility	10/23/2025	1,828.88
106619	AZUSALW	Azusa Light & Water	10/23/2025	670.68
106620	MIJACA	Balcon Holdings, Inc.	10/23/2025	151.00
106621	BARRAG03	Martha Barragan	10/23/2025	75.00
106622	CALIFO42	California Building Standards	10/23/2025	45.90
106623	CALIFO03	California JPIA	10/23/2025	16,300.00
106624	CARDEN01	Rudy Cardenas	10/23/2025	200.00
106625	Cat Spec	Cat Specialities Inc	10/23/2025	668.60
106626	CHARTE01	Charter Communications	10/23/2025	1,700.25
106627	CHARTE04	Charter Communicatons	10/23/2025	136.23
106628	CINTAS	Cintas Corporation #693	10/23/2025	157.37
106629	PMIDEN	Delta Dental Insurance Company	10/23/2025	703.39
106630	DEPART05	Department Of Conservation Accounting O	10/23/2025	312.07
106631	FEDEX	FedEx	10/23/2025	8.47
106632	FIRST02	First Everything Events LLC	10/23/2025	2,160.00
106633	FRONT01	Frontier Communications	10/23/2025	974.74
106634	SOUTHE17	Golden State Water Company	10/23/2025	521.32
106635	HOVE01	Armando Hovey	10/23/2025	500.00
106636	IRWIND21	Irwindale Hand Wash & Auto Detail	10/23/2025	1,075.76
106637	LEWISE	Lewis Engraving, Inc.	10/23/2025	593.39
106638	LEXISN	LexisNexis Risk Solutions	10/23/2025	303.38
106639	LIEBERT	Liebert Cassidy Whitmore	10/23/2025	2,105.00
106640	LIU02	Regina Liu	10/23/2025	75.00
106641	MARINJ	Jose Marin Jr.	10/23/2025	75.00
106642	MORALE15	Elizabeth Morales-Velazquez	10/23/2025	75.00
106643	OPTUM01	OptumRx, Inc.	10/23/2025	46,560.83
106644	ORTIZH	H. Manuel Ortiz	10/23/2025	76.10
106645	ORTIZH	H. Manuel Ortiz	10/23/2025	3.31
106646	PACHEC03	Elva Pacheco	10/23/2025	75.00
106647	PART01	Party Pronto, Inc	10/23/2025	743.00
106648	PERME01	Permeco Inc.	10/23/2025	295.00
106649	PONCE10	Lorraine Ponce	10/23/2025	450.00
106650	PROFOR01	ProForce Law Enforcement	10/23/2025	2,605.17
106651	SCE02	Southern California Edison	10/23/2025	5,368.90
106652	VALLEY01	Valley County Water District	10/23/2025	16,424.76
106653	VIDA01	Michael Vidal	10/23/2025	200.00
106654	VISION01	Vision Service Plan - (CA)	10/23/2025	1,906.38
106655	ENVIRO05	Environmental Science Associates (ESA)	10/23/2025	47,780.67
106656	WILLDAN	Willdan Financial Services	10/30/2025	13,875.00
106657	CALIFO56	California State Disbursement Unit	10/30/2025	604.15
106658	CALIFO57	California State Disbursement Unit	10/30/2025	143.07
106659	FRANC06	Franchise Tax Board	10/30/2025	22.25
106660	FRANC06	Franchise Tax Board	10/30/2025	527.14
106661	ICEA	Irwindale City Employee Assoc.	10/30/2025	1,313.00
106662	LOSANG31	Los Angeles County Sheriff's Dept.	10/30/2025	141.45
106663	AMAZON1	Amazon Capital Services, Inc.	10/30/2025	684.32
106664	AMERIFID	American Fidelity Assurance	10/30/2025	10,882.04
106665	AZUSALW	Azusa Light & Water	10/30/2025	510.40
106666	BAKER01	Baker & Taylor Books	10/30/2025	410.91
106667	CACE	California Association of	10/30/2025	100.00
106668	CHARTE01	Charter Communications	10/30/2025	500.68
106669	CIVIC02	CivicPlus, LLC	10/30/2025	7,547.40
106670	CONCE01	Concentra	10/30/2025	586.00
106671	IRWIN04	Irwindale Community Foundation	10/30/2025	196.79
106672	JOEAGO	Joe A. Gonsalves & Son	10/30/2025	2,375.00
106673	PADILLAM	Melissa Marez	10/30/2025	153.54

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106674	OFFICE03	ODP Business Solutions, LLC	10/30/2025	3,617.55
106675	PERFOR02	Performance Ford	10/30/2025	187.38
106676	PITNEY06	Pitney Bowes, Inc	10/30/2025	579.08
106677	PONCE04	Delicia Ponce	10/30/2025	240.00
106678	PURCHA	Purchase Power	10/30/2025	2,000.00
106679	SCFUELS	SC Fuels	10/30/2025	7,929.05
106680	SEMA02	SEMA INC	10/30/2025	4,348.46
106681	GASCOM	SoCalGas	10/30/2025	286.03
106682	SULLYM	Sully-Miller Contracting Co.	10/30/2025	45,540.63
106683	TOYO01	Toyo Miyatake Studio	10/30/2025	4,163.22
106684	TRUJ10	Norma Trujillo	10/30/2025	300.00
106685	VELASC04	Alessandra Velasco	10/30/2025	500.00
106686	AZUSAP01	Azusa Plumbing Supply	11/12/2025	329.81
106687	BAXTER01	Badge Frame, Inc	11/12/2025	100.00
106688	MIJACA	Balcon Holdings, Inc.	11/12/2025	108.00
106689	BARNEY	Barney's Locksmith Service	11/12/2025	41.43
106690	BILLST	Bill's Truck Repair, Inc.	11/12/2025	673.57
106691	BURRO01	Burro Canyon Ent. Inc.	11/12/2025	100.00
106692	CANYON01	Canyon Auto Services LLC	11/12/2025	693.97
106693	CASTA02	Esteban Castaneda	11/12/2025	550.00
106694	CHANDL	Chandler's Air Conditioning &	11/12/2025	1,790.09
106695	CINTAS	Cintas Corporation #693	11/12/2025	252.43
106696	BALDWI02	City of Baldwin Park	11/12/2025	2,100.00
106697	CITYOF23	City Of West Covina	11/12/2025	15,170.00
106698	COMPLE01	Complete Paperless Solutions, LLC	11/12/2025	7,848.90
106699	DEPTOF02	County of LA Dept of Animal Care & Cont	11/12/2025	15,219.36
106700	CPRSCA	CPRS Park & Recreation	11/12/2025	145.00
106701	CRAFT01	Craftwater Engineering, Inc.	11/12/2025	1,176.00
106702	CROWD01	Taylor Crowder	11/12/2025	2,325.75
106703	CWA01	CWA AIA, Inc	11/12/2025	11,013.38
106704	CWE01	CWE	11/12/2025	10,430.10
106705	DUDEK01	Dudek	11/12/2025	290.00
106706	ELITE03	Elite Special Inspections, Inc.	11/12/2025	500.00
106707	EPOCH01	EPOCH	11/12/2025	5,130.00
106708	FCG01	FCG Consultants Inc.	11/12/2025	41,163.77
106709	FEDEX	FedEx	11/12/2025	26.12
106710	GEO20	Geo-Advantec , Inc.	11/12/2025	6,434.00
106711	GLOBAL02	Global Environmental Training & Consultii	11/12/2025	1,800.00
106712	GWMA01	GWMA	11/12/2025	2,077.69
106713	HDLCOR	HdL Coren & Cone	11/12/2025	1,732.50
106714	HDL01	Hdl Software, LLC	11/12/2025	34.56
106715	INTELL01	Intelli-tech, Inc.	11/12/2025	1,889.29
106716	KAESER	Kaeser & Blair	11/12/2025	4,047.94
106717	KALI01	Kalico Office Furniture, LLC	11/12/2025	5,503.98
106718	COORYE	Samir M. Khoury	11/12/2025	30,568.00
106719	LANDSC	Landscape Warehouse III Inc.	11/12/2025	791.72
106720	LAWE01	Law Enforcement Medical Services, Inc.	11/12/2025	625.00
106721	LG2WB01	LG2WB Engineers, Inc	11/12/2025	1,275.50
106722	LINCOL03	Lincoln Aquatics	11/12/2025	3,073.03
106723	LOSANG05	Los Angeles Business Journal	11/12/2025	5,750.00
106724	LOSANG09	Los Angeles County	11/12/2025	20,697.11
106725	MAINTE01	Maintex	11/12/2025	3,047.52
106726	MIDAS	Manuel C Muratalla	11/12/2025	3,295.56
106727	OFFICE03	ODP Business Solutions, LLC	11/12/2025	684.84
106728	ORKINP	Orkin Pest Control	11/12/2025	1,265.00
106729	PAYN01	Payne Pest Management, Inc.	11/12/2025	144.00
106730	PROPRINT	Pro Printing, Inc.	11/12/2025	966.30

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106731	RIOHON03	Rio Hondo Community	11/12/2025	372.00
106732	ROSENO	RSG	11/12/2025	2,977.50
106733	SOUTH06	South Coast AQMD	11/12/2025	736.57
106734	TRAN01	Transtech Engineers, Inc.	11/12/2025	111,433.87
106735	ULINE01	Uline	11/12/2025	852.65
106736	UNITED11	United Site Services of CA Inc	11/12/2025	734.40
106737	V&V01	V & V Manufacturing, Inc.	11/12/2025	991.21
106738	WESTCO05	West Coast Arborists, Inc.	11/12/2025	2,683.50
106739	HDSUP01	WHITE CAP, L.P.	11/12/2025	217.41
106740	WILLDAN	Willdan Financial Services	11/12/2025	3,024.00
			Report Total (171 checks):	690,620.40

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
October 2025

Payroll Batch	427.10.2025		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/2/25			
	11 City Council		1,731.15
	13 City Administrative Office		63,078.73
	14 Finance Department		27,193.63
	35 Police Department		272,989.03
	40 Recreation Department		38,778.61
	41 Aquatics Department		15,268.63
	42 Senior Citizens' Center		20,632.92
	44 Library		16,847.83
	51 Planning & Community Development		30,635.98
	52 Public Works - Engineering		35,059.24
	57 Public Works - Services		57,049.10
		Gross Payroll	579,264.85
		Required Deductions	(174,053.42)
		Voluntary Deductions	(24,320.62)
		Net Payroll	380,890.81

Payroll Batch	411.10.2025, 416.10.2025, 417.10.2025		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/16/25			
	11 City Council		7,579.14
	13 City Administrative Office		63,238.60
	14 Finance Department		26,301.61
	35 Police Department		238,420.27
	40 Recreation Department		38,487.07
	41 Aquatics Department		12,680.00
	42 Senior Citizens' Center		21,737.87
	44 Library		17,865.51
	51 Planning & Community Development		31,201.48
	52 Public Works - Engineering		35,059.23
	57 Public Works - Services		56,314.07
		Gross Payroll	548,884.85
		Required Deductions	(160,058.92)
		Voluntary Deductions	(25,812.76)
		Net Payroll	363,013.17

Payroll Batch	420.10.2025		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/20/25			
	35 Police Department		400.00
		Gross Payroll	400.00
		Required Deductions	(10.60)
		Voluntary Deductions	-
		Net Payroll	389.40

Payroll Batch	425.10.2025, 430.10.2025, 431.10.2025		
DATE OF ISSUE	DEPARTMENT		AMOUNT
10/30/25			
	11 City Council		1,731.15
	13 City Administrative Office		63,078.74
	14 Finance Department		26,847.95
	35 Police Department		207,011.10
	40 Recreation Department		40,157.32
	41 Aquatics Department		11,779.89
	42 Senior Citizens' Center		21,302.39
	44 Library		17,178.39
	51 Planning & Community Development		31,427.46
	52 Public Works - Engineering		35,362.48
	57 Public Works - Services		56,324.04
		Gross Payroll	512,200.91
		Required Deductions	(141,790.15)
		Voluntary Deductions	(7,708.53)
		Net Payroll	362,702.23

Item #17.C.

City of IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection - Debra Alcantar v. City of Irwindale

City Manager's Recommendation:

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

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On January 13, 2025, the City received a claim for damages from claimant Debra Alcantar. Claimant Alcantar alleges that on July 18, 2024 while going for a walk, she tripped and fell on the sidewalk near 5223 S. Vincent Avenue in Irwindale on the northwest corner of Vincent Avenue and Arrow Highway.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the

rejection of the claim. The recommendation to reject the claim at this time preserves the City's legal rights and allows for further evaluation if formal litigation is initiated. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None.

Attachments:

1. Debra Marie Alcantar - 2024-07-18 (002)_Redacted

RECEIVED
JAN 13 2025
CITY OF IRWINDALE
CITY CLERKS DEPT.

PROOF OF SERVICE

STATE OF CALIFORNIA , CITY OF IRWINDALE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 200, Century City, CA 90067

On January 09, 2025, I served the following documents described as:

CLAIMS FOR DAMAGES TO PERSON OR PROPERTY

by placing the original thereof enclosed in sealed envelope, addressed as follows:

City Clerk
5050 N. Irwindale Ave
Irwindale, CA 91706

XX BY FIRST CLASS MAIL: I deposited the above-referenced document(s) in a sealed envelope in a United Stated Postal Service Mailbox and/or Post Office regularly maintained by the government of the United States for first class delivery, postage fully paid at Los Angeles, California.

___ BY PERSONAL DELIVERY: I delivered the above-mentioned documents and personally handed them to the party indicated above or to a representative authorized or associated on behalf of the person or entity described above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 09, 2025 at Los Angeles, California.

Daniel Machado

BRAFF LAW FIRM
1901 Avenue of the Stars
Suite 200
Century City, CA 90067

BraffLaw
PERSONAL INJURY ATTORNEYS

1901 Avenue of the Stars,
Suite 200
Los Angeles, California 90067
Phone: (310) 906-4923
Facsimile: (310) 400-5627

January 9, 2025

SENT VIA CERTIFIED MAIL: 9589 0710 5270 2163 6702 57

City Clerk
5050 N. Irwindale Ave
Irwindale, CA 91706
(626) 430-2200

RE:	**Our Client**	:	**Debra Marie Alcantar**
	Our File #	:	**1971019**
	Date of Loss	:	**7/18/2024**

Dear **City Clerk**:

This firm has been retained by the above client to pursue a bodily injury and property damage claim against your insured.

Pursuant to §2695.7 [Standards for Prompt Fair and Equitable Settlements § (b)], upon receiving proof of claim, every insurer shall immediately, but in no event more than forty (40) calendar days later, accept or deny the claim in whole or in part, and affirm or deny liability.

Please refrain from contacting our client, and refer all documents and correspondences to the attention of the undersigned. **ALL PAYMENTS made to any individual, or entity regarding this accident, including but not limited to bodily injury or med pay, must bear our name as co-payee as we do maintain a lien on this claim. This does not apply to property damage.**

THIS IS A FORMAL REQUEST FOR IMMEDIATE WRITTEN DISCLOSURE OF YOUR INSURED'S POLICY LIMITS. Please submit, in writing, the following applicable policies:

- **All liability policies**
- **Umbrella Policies**
- **Excess liability policies**
- **Any additional coverages for the date of accident**

When sending this information please provide the insurance carrier, policy number and policy limit to each one.

It is requested that you contact this office at your earliest convenience to discuss this matter further.

Very truly yours,

1901 Avenue of the Stars,
Suite 200
Los Angeles, California 90067
Phone: (310) 906-4923
Facsimile: (310) 400-5627

DanielMachado
Case Manager to
Eleonora Zeltser
(310) 906-4923x104
DMachado@Brafflawfirm.com

EZ / dm

BraffLaw
PERSONAL INJURY ATTORNEYS

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Suite 200
Los Angeles, California 90067
Phone: (310) 906-4923
Facsimile: (310) 400-5627

SENT VIA CERTIFIED MAIL: 9589 0710 5270 2163 6702 57

City Clerk
5050 N. Irwindale Ave
Irwindale, CA 91706
(626) 430-2200

RE:	**Our Client**	**:**	**Debra Marie Alcantar**
	Our File #	**:**	**1971019**
	Date of Loss	**:**	**7/18/2024**

Dear **City Clerk**:

Please be advised that this office represents Debra Marie Alcantar for the injuries they suffered at the hands of City Clerk. Please have all of your representatives direct all correspondences regarding this incident to this office directly. Neither you nor anyone on your behalf has permission to speak to our client regarding this case.

We hereby formally request that you preserve all evidence in this case. Do not modify, alter, or destroy any documents, images, audio recordings, video recordings, physical items or data that relates in any way to this case. Data and documents include, but are not limited to, incident reports, letters, memorandum, e-mails, handbooks, policy and procedure manuals, training documents, employee files, vehicle data, and social media content. If this case involves a vehicle, do not destroy, or sell any vehicle(s) before notifying us in order to give us an opportunity to inspect the vehicle(s). Do not permit anyone to modify, alter or destroy any such items. As the California Supreme Court has stated: "Destroying evidence can destroy fairness and justice, for it increases the risk of an erroneous decision on the merits of the underlying cause of action. Destroying evidence can also increase the costs of litigation as parties attempt to reconstruct the destroyed evidence or to develop other evidence, which may be less accessible, less persuasive, or both." Cedars-Sinai Medical Center v. Superior Court (1998) 18 Cal.4th 1, 8.

Please be advised that your failure to preserve the items will result in extremely unfavorable consequences to your insured. Chief among these is the evidentiary inference that evidence which one party has destroyed or rendered unavailable was unfavorable to that party. Id. at 11; Evidence Code § 413. , "In determining what inferences to draw from the evidence or facts in the case against a party, the trier of fact may consider, among other things, the party's ... willful suppression of evidence relating thereto...." Evidence Code § 413. The standard California jury instructions include an instruction on this inference as well: "If you find that a party willfully suppressed evidence in order to prevent its being presented in this trial, you may consider that fact in determining what inferences to draw from the evidence." (BAJI No. 2.03 (8th ed.1994). Cedars-Sinai Medical Center, supra, 18 Cal.4th at 12.

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Please be advised that you and your client's failure to preserve the items will result in extremely unfavorable consequences to you and your client. We intend to seek remedies against you and your client if evidence in this case is modified, altered, or destroyed. California law provide a broad range of sanctions for conduct that amounts to a "[misuse] of the discovery process." Code of Civil Procedure § 2023. Destroying evidence in anticipation of litigation or in response to litigation. See The California Supreme Court decision in the case of Cedars-Sinai Med. Ctr. v. Superior Court (1998) 18 Cal.4th 1

The Court may issue terminating sanctions, include striking part or all of the pleadings, dismissing part or all of the action, or granting a default judgment against the offending party. The Court may also issue sanctions ordering that designated facts be taken as established or precluding the offending party from supporting or opposing designated claims or defenses, evidence sanctions prohibiting the offending party from introducing designated matters into evidence, or monetary sanctions. Further, Evidence Code § 413, states "In determining what inferences to draw from the evidence or facts in the case against a party, the trier of fact may consider, among other things, the party's ... willful suppression of evidence relating thereto...." The standard California jury instructions include an instruction on this inference as well: "If you find that a party willfully suppressed evidence in order to prevent its being presented in this trial, you may consider that fact in determining what inferences to draw from the evidence." (BAJI No. 2.03 (8th ed.1994). Cedars-Sinai Medical Center, supra, 18 Cal.4th at 12.

Additionally, lawyers are subject to discipline, including suspension and disbarment, for participating in the suppression or destruction of evidence. Business & Professions Code § 6106 ["The commission of any act involving moral turpitude, dishonesty or corruption ... constitutes a cause for disbarment or suspension."]; Rules Professional Conduct, Rule 5-220 ["A member shall not suppress any evidence that the member or the member's client has a legal obligation to reveal or to produce."].) The purposeful destruction of evidence by a client while represented by a lawyer may raise suspicions that the lawyer participated as well. Even if these suspicions are incorrect, a prudent lawyer will wish to avoid them and the burden of disciplinary proceedings to which they may give rise and will take affirmative steps to preserve and safeguard relevant evidence. Cedars-Sinai Medical Center, supra, 18 Cal.4th at 13.

Finally, Penal Code § 135 creates criminal penalties for spoliation. "Every person who, knowing that any book, paper, record, instrument in writing, or other matter or thing, is about to be produced in evidence upon any trial, inquiry, or investigation whatever, authorized by law, willfully destroys or conceals the same, with intent thereby to prevent it from being produced, is guilty of a misdemeanor." Cedars-Sinai Medical Center, supra, 18 Cal.4th at 13.

Accordingly, please advise us immediately of the status of any such evidence and your intentions with respect to its preservation.

Other Documents and ESI Evidence

You are hereby given further notice to immediately take all steps necessary to prevent the destruction, loss, concealment, or alternation of any paper, document, or electronically stored

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information ("ESI") and other data or information generated by and/or stored on your computers and storage media (e.g. hard disks, floppy disks, backup tapes, etc.), and emails related to this incident.

You and your clients should anticipate that much of the information subject to disclosure and responsive to discovery in this action is stored on your and your clients current or former computer systems and other media and devices (including personal digital or data assistants, voice-messaging or voice-mail systems, online repositories, and cell phones).

ESI should be afforded the broadest possible definition and includes, but is not limited to, all digital communications (e.g., e-mail, voice mail, instant messaging), word processed documents (e.g. Word and WordPerfect documents and drafts), spreadsheets and tables (e.g. Excel and Lotus 123 worksheets), accounting application data (such as QuickBooks, Money, or Peachtree), image and facsimile files (including PDF, TIFF, JPG, and GIF images), sound recordings (including WAV and MP3 files), video recordings, all databases, all contact and relationship management data, calendar and diary application data, online access data (including temporary, internet files, History, and Cookies), all presentations (including PowerPoint and Corel), all network access and server activity logs, all data created with the use of any Personal Data Assistant (PDA) such as Palm Pilot, HP Jornada, Cassiopeia, or other Windows-based or Pocket PC devices, all CAD files, and all back-up and archival files.

Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due to routine operations and employ proper techniques to safeguard all such evidence.

Because hard copies do not preserve electronic search ability or metadata, they are not an adequate substitute for ESI. If information exists in both electronic and paper form, you should preserve them both.

LITIGATION HOLD

You and your client are requested to immediately initiate a litigation hold for potentially relevant ESI, documents, and tangible things, and to act diligently and in good faith to secure and audit compliance with that litigation hold. You are also requested to preserve and not destroy all passwords, decryption procedures (including, if necessary, the software to decrypt the files), network access codes, ID names, manuals, tutorials, written instructions, decompression or reconstruction software, and any and all other information and things necessary to access, view, and (if necessary) reconstruct any ESI. You and your client should not pack, compress, purge, or dispose of any file or any part thereof.

You and your client are further requested to immediately identify and modify or suspend features of your operations, information systems, and devices that, in routine operations, operate to cause the loss of documents, tangible items, or ESI. Examples of such features and operations include, but are not limited to, purging the contents of e-mail repositories by age, capacity, or other criteria; using data or media wiping, disposal, erasure, or encryption utilities or devices;

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overwriting, erasing, destroying, or discarding back-up media; re-assigning, re-imaging or disposing of systems, servers, devices, or media; running antivirus or other programs that alter metadata; using metadata stripper utilities; and destroying documents or any ESI by age or other criteria.

SERVERS

With respect to servers like those used to manage electronic mail and network storage, the entire contents of each user's network share and e-mail account should be preserved and not modified.

STORAGE

With respect to on-line storage and/or direct access storage devices attached to your mainframe computers and/or minicomputers, in addition to the above, you are not to modify or delete any ESI, "deleted" files, and/or file fragments existing on the date of this letter's delivery that contain potentially relevant information.

With regard to all electronic media used for off-line storage, including magnetic tapes and cartridges, optical media, electronic media, and other media or combinations of media containing potentially relevant information, you are requested to stop any activity which may result in the loss of any ESI, including rotation, destruction, overwriting and erasure in whole or in part. This request is intended to cover all media used for data or information storage in connection with your computer systems, including magnetic tapes and cartridges, magneto-optical disks, floppy diskettes, and all other media, whether used with personal computers, minicomputers, mainframes or other computers, and whether containing backup and/or archival ESI.

PERSONAL COMPUTERS

You should take immediate steps to preserve all ESI on all personal computers used by your officers, directors and employees, including all secretaries and assistants, that in any way relate to the [subject matter of action], and the events and causes of action described in the Complaint. As to fixed devices, (1) a true and correct copy is to be made of all such ESI, including all active files and completely restored versions of all deleted electronic files and file fragments; (2) full directory listings (including hidden files) for all directories and subdirectories (including hidden directories) on such fixed devices should be written; and (3) all such copies and listings are to be preserved until this litigation is ended. As to floppy diskettes, CDs, tapes, and other non-fixed media relating to this matter, they are to be collected and stored pending resolution of this litigation.

PORTABLE SYSTEMS

In addition to your immediate preservation of ESI, documents and tangible items in your business, on servers and workstations, you should also determine if any home or portable systems may contain potentially relevant data or information. To the extent that officers, board members, or employees have sent or received potentially relevant e-mails or created or reviewed

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potentially relevant documents away from the office, you must preserve the contents of systems, devices, and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R discs, PDAs, smart phones, voice mailboxes, or other forms of ESI storage). Additionally, if any employees, officers, or directors used online or browser-based e-mail accounts or services to send or receive potentially relevant messages and attachments, the contents of these account mailboxes should be preserved.

EVIDENCE CREATED OR ACQUIRED IN THE FUTURE

With regard to documents, tangible things, and ESI that are created or come into your custody, possession, or control subsequent to the date of delivery of this letter, potentially relevant evidence is to be preserved. You should take all appropriate action to avoid destruction of potentially relevant evidence.

Please forward a copy of this letter to all persons and entities possessing or controlling potentially relevant evidence. Your obligation to preserve potentially relevant evidence is required by law.

Very truly yours,

DanielMachado
Case Manager to
Eleonora Zeltser
(310) 906-4923x104
DMachado@Brafflawfirm.com

EZ / dm

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RECEIVED
JAN 13 2025
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

INSTRUCTIONS

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

To: City of Irwindale	Claimant's Date of Birth
Name of Claimant Debra Marie Alcantar	Claimant's Occupation Administration
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:

Braff Law Firm,1901 Avenue of the Stars, Suite 200, Los Angeles, CA 90067

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date:_____ Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

On 07/18/2024 around 10:00am Mrs. Debra Maria Alcantar went for a walk on her lunch break. Mrs. Debra Alcantar tripped and fell on screws that were left in the cement sidewalk. The injury occured near address 5223 S Vincent Ave, Irwindale, CA 91706 the side walk on the Northwest corner of S Vincent and Arrow Highway.

Describe in detail how the DAMAGE or INJURY occurred.

Client tripped and fell forward fracturing her nose as she hit her head on the cement , also suffered injuried to her neck, left hand, and right knee.

Why do you claim the City of Irwindale is responsible?

The city of Irwindale knew or should have known of the dangerous condition of leaving behind screws planted into the floor after removing a sign from the sidewalk.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

Damages to Head, fractured nose, neck, left hand, and right knee.

Claimant's Name:

Debra Marie Alcantar

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.
Unlimited civil claim >$35,000.00

Give estimated amount of future losses due to INJURY or DAMAGE:
$250,000.00

Was damage and/or injury investigated by the police? No If yes, what City? _____

Were paramedics or ambulance called? No If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:
Urgent Care | Kaiser Permanente Baldwin Park Medical Center

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

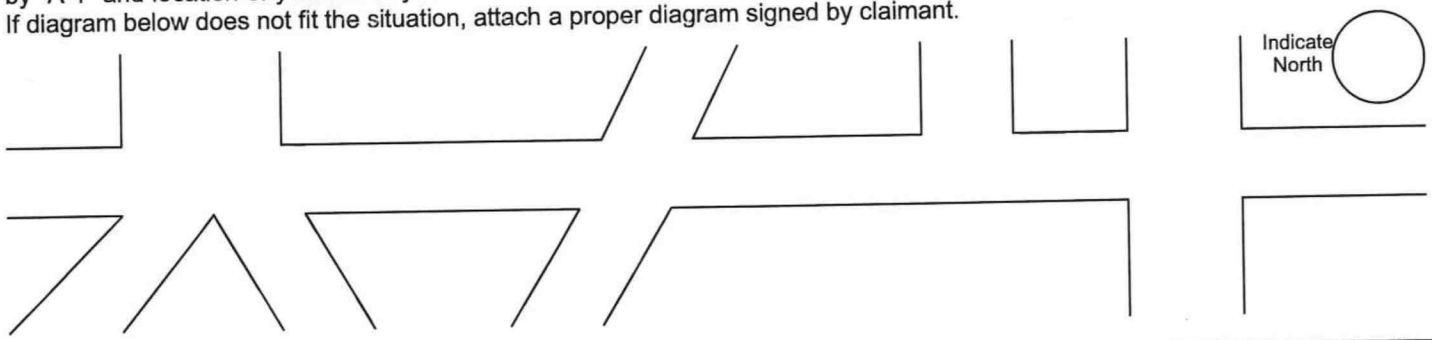
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	Attorney	01/09/2024

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

BraffLaw
PERSONAL INJURY ATTORNEYS

1901 Avenue of the Stars,
Suite 200
Los Angeles, California 90067
Phone: (213) 370-2483
Facsimile: (800) 792-7140

DESIGNATION OF ATTORNEY

The California Code of Regulations, Title 10, Chapter 5, Subchapter 8, & 2695.2 (c) states the following:

"Claimant" (a first or third party claimant as defined in these regulations) means any person who asserts a right of recovery under a surety bond, or any of the following persons who have been properly designated by the claimant: attorney, insurance adjuster, public adjuster, beneficiary, guardian, guardian ad litem, conservator where the claimant is incapable of representing his/her own interests, and where the claimant is an individual, a member of the claimant's family. For purposes of these regulations a designation by a claimant shall be in writing, signed and dated by the claimant, clearly indicate that the designated person is authorized to handle the claim transmitted to the insurer, and shall be valid for one year from the date of execution.

Designations described herein may be renewed or revoked provided the renewal or revocation is in writing, signed and dated by the claimant and clearly indicates that the prior designation is to be either renewed or revoked.

Accordingly, the undersigned hereby acknowledges that Braff Law Firm, has been retained for representation pertaining to the injuries suffered as a result of an **accident** which occurred on 7/18/2024.

I understand that photocopies of this designation are necessary and that such photocopies shall be deemed as valid as the original.

Debra Alcantar
Signature of Client or Client's Representative

Date 07/18/2024

Debra Marie Alcantar
Printed Name of Client

If Signed by Client Representative, Relationship to Client: _____

Item #17.D.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection and Return - Darlene Acero

City Manager's Recommendation:

(1) Reject the claim losses which have arisen since March 1, 2025; (2) deem that claim losses which have arisen between September 29, 2024 and February 28, 2025, may be considered for an application for late consideration; and (3) return all other claim losses which have arisen prior to September 29, 2024.

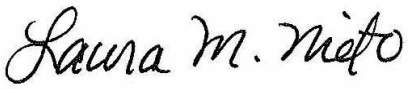
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk



Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On September 29, 2025, the City received a claim for damages from claimant Darlene Acero. Claimant Acero alleges a pattern of harassment, retaliation, and a hostile work environment, with incidents reportedly spanning from 2017 to 2025.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended a claim return as follows:

(1) Claim losses which have arisen since March 1, 2025, are recommended for rejection; and

(2) Claim losses which have arisen between September 29, 2024 and February 28, 2025, may be considered for an application for late consideration; and

(3) All other claim losses which have arisen prior to September 29, 2024, are considered returned, and no further action will be taken thereon, because the claim was not presented within one year of the accrual of the action.

Accordingly, staff is recommending that the City Council reject the portions of the claim referenced in Item 1 of the staff report; deem that claim losses referenced in Item 2 of the staff report may be considered for an application for late consideration; and return all other claims as referenced in Item 3 of the staff report, and direct staff to send the letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. Darlene Acero - 2017-01-01_Redacted

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

Sign each sheet. 7. File with City Clerk, 5050 N. Irwindale Ave., Irwindale, CA 91706

RECEIVED
SEP 29 2025 11:44am
CITY OF IRWINDALE
CITY CLERKS DEPT.

INSTRUCTIONS

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

Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth: [redacted]
Name of Claimant : Darlene Acero	Claimant's Occupation: Former Recreation Aide, Dan Diaz Recreation Center
Home Address of Claimant : [redacted]	Home Telephone Number: [redacted]
Business Address of Claimant - N/A	Business Telephone Number- N/A

Name and address to which you desire notices or communications to be sent regarding this claim: Darlene Acero, [redacted], Irwindale CA

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE:
Date: 2017-2025 Time: May 2025 If claim is for Equitable Indemnity, give date claimant served with complaint: N/A	- Priscilla Zepeda - Adam Quinones - Lawrence Lopez - Michael Carlos - Melissa Marez - Former Employee: Christian Diaz

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:
5050 Irwindale Ave, Irwindale, CA 91706, Dan Diaz Recreation Center and Aquatic Center
During my employment, I have been subjected to repeated harassment by employees and management. For example, verbal harassment, unwanted personal comments, and inappropriate physical contact.

Describe in detail how the DAMAGE or INJURY occurred.
Aquatic Center, Christian Diaz, Recreation Aide/Teen Club Instructor,

- *Incident:* At 17 years old, working Summer Youth I was harassed by being asked invasive sexual questions about my partner and I. Christian Diaz continued to make inappropriate comments about my partner's body, saying he can help him bulk-up and work out in the gym facility so he can be like him.
- He asked me, "Do you guys have sex?"- I gave no response and showed my uncomfortability. Therefore, it led him to boast about the sexual activity he did near the Irwindale Pool when he was "my age". He stated he had been with

a group of guys in a circle while they all took turns having sexual intercourse with a female.
Impact: Experiencing anxiety, depression, and self-hatred, along with a constant fear of being harmed in retaliation. Feeling uncomfortable and uneasy speaking out, knowing he was related to the Diaz family, especially while living in the same city, I took measures to protect myself as a child.

Dan Diaz Recreation Center, Priscilla Zepeda (Second time I am involved in a third-party investigation to express my concerns on her behavior and leadership as a manager)

- She created a sexist, ageist, biased and hostile work environment throughout my entire experience as a Recreation Aide. She mislabeled and judged me as an individual, violated my privacy and created a sense of exclusion. When I would try to communicate with her about how I would feel she invalidated and made it known that her opinion overpowered your own work experience. She consistently underestimated me, causing segregation and division based on favoritism, exclusion, cliques, and discrimination. She handled every conversation I would have with her in an unprofessional manner, always making me feel distressed and unhappy when leaving my one on one meetings. She would consistently bring up other employees and compare, trying to get me to engage in gossip.
  Some of many instances that I encountered while working as a Recreation Aide under management with Priscilla Zepeda,

July 14, 2022 | 8am–12pm

- *Incident:* I expressed distress and cried to Priscilla Zepeda after being disrespected by a former employee, Michelle. I witnessed Michelle consistently raising her voice at the children and handling matters in an inappropriate manner. Michelle would express her anger and distress towards the children and I.
  One incident, I was quick to try to deescalate the situation with the children by providing music. Michelle raised her voice at me to turn the music off because it was causing her more distress. I immediately respected her, but felt instant disrespect based on how she treated me every time I would work with her. She used a different approach on taking care of the children by using military tactics and would dictate the children to only listen to her, making me endure and assist because of the age difference. When I addressed to management "Are other part-time employees supposed to be telling other part-time employees what to do", she couldn't give me a direct answer.
  I was distressed and crying at that moment in her office. She averted the topic of the situation and stated that if it is Lissette R. she can see how she can be someone to delegate to others due to the longevity of her working there. I responded back that this incident did not involve Lissette, my experiences working with Lissete were the opposite as she provided a team work ethic and respect towards the children and I. After my concerns were dismissed, I found out from other employees that Priscilla was personal friends with Michelle. The incident was discussed with Michelle, who then treated me differently making my work experience uncomfortable. Priscilla handled the situation of complaints that Michelle was getting from other employees and I by scheduling her on her own then later getting her a full-time position in another department.

2022 (Date unspecified)

- *Incident:* Amanda Orosco informed me, Priscilla Zepeda made her cry during a one-on-one after discussing her own concerns with Michelle. Priscilla stated to her, "Why does everyone feel comfortable crying in my office?"
- *Impact:* Displayed a lack of empathy toward emotional distress from employees.
- *Additional:* Priscilla marked a sad face next to my Employee of the Quarter vote (Alan Hernandez), expressing disappointment. After he won, she changed rules to favor her preferred candidates.
- She framed all of the previous Employee of the Quarters that she liked and had them placed behind her in her office desk. She further stated, "I know you had trouble with one individual, I don't know if you will feel comfortable continuing this conversation with the door closed?". I told her I didn't mind keeping the door open, because I personally felt safe with Delfina O. hearing our conversation out of already feeling uncomfortable with her statement. Priscilla continued to state how those individuals she had framed behind her on her desk are perfect examples of what an Employee of the Quarter should be. Disregarding that I was personally disrespected by one of them which was a former employee Michelle.

- *Impact:* This experience, paired with Priscilla's personal relationship with Michelle, signaled favoritism and discouraged me from speaking up further.

- *Incident:* Priscilla stated, how men are made to do the heavy lifting and the women are made to decorate. Therefore, she needed to hire more men. I didn't allow her sexist comment to discourage me from carrying and lifting tables, canopy's, and chairs but it reinforced a sense of exclusion and unequal treatment.
- On several occasions Priscilla has objectified me in many different ways.
- *Incident:* In a one on one meeting with her she has mislabeled me as "shy and timid" then later stated, "but who knows how you are outside of work"
- *Impact:* Came across as unprofessional and psychologically demeaning to me as an individual.
- *Incident:* On March 30, 2024 Priscilla commented the bunny costume I wore brought out the extrovert inside of me.
- *Impact:* The labels have made me feel she puts me into a category that is demeaning and judgmental.
- *Incident:* I was told by Priscilla, "I am surprised you are friends with someone like Audrey" a former employee
- *Impact*: Overall, Unsafe work environment as she's micromanaging and belittling.

Dan Diaz Recreation Center, Melissa Marez,

- Labeled Monday, Wednesday 6 am-9am, Saturday 10am-4pm shifts as "punishment shifts", I consistently felt singled out by her scheduling me to work those shifts. One of many incidents: When coming to her about a schedule change, she had a hostile tone and demeanor towards me, which led her towards scheduling me, "punishment shifts".
- Witnessed her advocating and supporting management's hostile and poor work environment. For instance, she would engage in watching the cameras on the flat screen television in Priscilla's office and gossip about the staff and children with Priscilla Zepeda.
- I heard her talk about other employees and children unprofessionally throughout my entire work experience. One incident, I informed Lawrence of Melissa's rude comment of him "finally leaving the room" he went to management about the issue and she called in Melissa to apologize to him. Ironically, Lawrence was able to get all the shifts he wanted to work and won employee of the quarter.
- In meetings, she would use an unprofessional approach to display her frustration towards employees making the environment unwelcoming and uncomfortable.

Dan Diaz Recreation Center, Lawrence Lopez, performed unprofessional conduct and contributed to a hostile work environment. Specifically:

- I have been interrogated about my personal life in ways that felt invasive and inappropriate for a professional setting.
- The individual has employed manipulative tactics, seemingly for personal gain and to create division among colleagues.
- They have discussed me with other employees in a manner that appears intended to undermine my reputation and work relationships.
- These actions have collectively created a hostile and uncomfortable work environment, impacting my ability to perform my job effectively since he was partnered with me for the Kindness Krew Program. I implied my concerns to management on not wanting to work with him in Kindness Krew and she redirected me to discuss this matter with him personally. She failed to take appropriate action during and after.

Dan Diaz Recreation Center, Adam Quinones, Unfortunately, I have had to witness and endure multiple instances of inappropriate behavior and harassment throughout my entire experience working at the Recreation Center, including just some instances:

- Questions about my happiness with my appearance, "Are you happy where you're at?" referring to my weight.
- Repeated staring - I personally started to wear Blue pants instead of Khaki and preferred to have my clothes to look oversized, cover bottom half with a sweater, wore sweaters- long sleeves consistently to avoid being looked at.
- Inappropriate comments about my mother, stating he found her attractive.
- Consistent comments on my weight: One incident, "You look really good," "How much weight did you lose?"

around other employees and children.

November 17, 2023

- *Incident:* I captured a video of Adam making a scarecrow, adding cushion to its bottom, and saying it was "twerking" with a "big butt."
- *Impact:* Immature and inappropriate conduct that contributed to workplace discomfort.

Dan Diaz Recreation Center, Michael Carlos,

- Incident: Unwanted physical touch, poked me hard in the belly button in the Kitchen Area April 2025.
- Impact: The physical contact was unexpected, uncomfortable, and inappropriate. Making me upset within myself that I didn't speak up to him personally nor feel safe to tell anyone, since he is favored and related to individuals within the city. Ex. Melissa Marez, Ethan Gallardo, and Claudia Gallardo.
- Created an environment of fear and emotional distress through consistently provoking behavior.

Why do you claim the City of Irwindale is responsible?

- As my employer, the City of Irwindale had a legal and ethical obligation to ensure a safe work environment free from harassment and retaliation. Despite being aware of the misconduct, city supervisors and managers failed to take appropriate action, thereby enabling the continued harassment and retaliation that directly contributed to the harm I sustained.

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

- Emotional distress, psychological trauma, and humiliation resulting from the harassment, sexual battery, retaliation, and the circumstances that ultimately forced me to resign from my position.
- I have also experienced loss of income and future earning potential, damage to my professional reputation, reduced career advancement opportunities, and significant financial hardship.
- Additionally, I continue to suffer from ongoing mental anguish, anxiety, sleep disturbances, and a diminished enjoyment of life — all of which have had a profound and lasting impact on my well-being.

Claimant's Name: Darlene Acero

State the amount which you are claiming as of the date of presentation of this claim. Give the basis of computation.

- The amount of which I am claiming is to be determined. The damages I am claiming include, but are not limited to, emotional distress, mental suffering, humiliation, and a diminished quality of life resulting from the harassment, sexual battery, and retaliation I experienced during my employment. These incidents also caused lost wages, reduced future earning capacity, and enduring psychological effects stemming from being forced to resign under such conditions.

Give estimated amount of future losses due to INJURY or DAMAGE:

- This exact extent of future losses is not yet determined. I have experienced ongoing psychological distress immediately before and after my constructive discharge, with the impact escalating throughout my years being employed as a Recreation Aide. After HR failed to follow up appropriately, I spoke publicly on July 9th, 2025, at an event where I shared the severity of unresolved workplace misconduct. Several other employees then came forward with experiences similar to my own, which further demonstrates the pervasive and longstanding nature of the misconduct. Following this disclosure, the City hired a third-party investigator who did a formal investigation concluding July 4th, 2025. During the ongoing investigation, I provided detailed documentation and evidence.These harms were a direct result of the City's failure to address my complaints and the hostile work environment that ultimately compelled my resignation. Anticipated future losses may include expenses for therapy or medical treatment, continued emotional distress, diminished earning potential, and limited career advancement opportunities. These harms continue to be substantial, and a precise estimation will require further evaluation.

Was damage and/or injury investigated by the police? __N/A__ If yes, what City? __N/A__ Were paramedics or ambulances called? __N/A__ If yes, name City or ambulance_N/A_ If injured, give name and address of your doctor and the date and time of your first visit: N/A

Doctors and Hospitals:

Doctor ___N/A___ Address___N/A_____ Date Hospitalized ____N/A_____Address _____N/A_____ Date Hospitalized ____N/A_____Hospital _____N/A_____ Address _____N/A_____ Date Hospitalized ___N/A___

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

Name: Mary Hull ____Address: 5050 N Irwindale Ave, Irwindale, CA 91706 Phone [redacted]

Name: Susan Woolley Address: [redacted] Phone: [redacted]

Name: David Acero ___Address: [redacted] Phone: [redacted]

Name: Lydia Cruz ____Address: [redacted] Phone: [redacted]

READ CAREFULLY

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

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

Indicate North

Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Darlene Acero	Darlene Acero	09/29/25

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

Item #17.E.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection and Return - Dena Zepeda

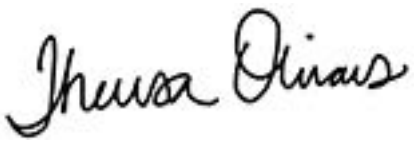
City Manager's Recommendation:

(1) Reject the claim losses which have arisen since April 13, 2025 (2) deem that claim losses which have arisen between October 13, 2024 and April 13, 2025, may be considered for an application for late consideration ; and (3) return all other claim losses which have arisen prior to October 13, 2024.

Administrative Action:

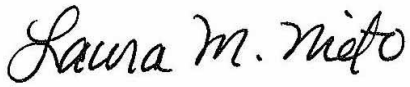
Submitted by:

Theresa Olivares, Assistant City Manager



Prepared by:

Laura Nieto, Chief Deputy City Clerk

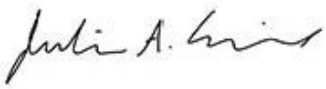


Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 13, 2025, the City received a claim for damages from claimant Dena Zepeda. Claimant Zepeda alleges continued harassment and retaliation at the hands of a City employee.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended a claim return as follows:

(1) Claim losses which have arisen since April 13, 2025, are recommended for rejection; and

(2) Claim losses which have arisen between October 13, 2024 and April 13, 2025, may be considered for an application for late consideration; and

(3) All other claim losses which have arisen prior to October 13, 2024, are considered returned, and no further action will be taken thereon, because the claim was not presented within one year of the accrual of the action.

Accordingly, staff is recommending that the City Council reject the portions of the claim referenced in Item 1 of the staff report; deem that claim losses referenced in Item 2 of the staff report may be considered for an application for late consideration; and return all other claims as referenced in Item 3 of the staff report, and direct staff to send the letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. Dena Zepeda - 2019-01-01_Redacted

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

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

RECEIVED
OCT 13 2025 3:04pm
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant Dena Zepeda	Claimant's Occupation RETIRED
Home Address of Claimant [redacted] Irwindale	Home Telephone Number [redacted]
Business Address of Claimant	Business Telephone Number

Name and address to which you desire notices or communications to be sent regarding this claim:

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: See ATTACHED Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	See ATTACHED

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

See ATTACHED

Describe in detail how the DAMAGE or INJURY occurred.

SEE DETACHED

Why do you claim the City of Irwindale is responsible?

SEE ATTACHED

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

See ATTACHED

Claimant's Name:
Dena Zepeda

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

$ See ATTACHED

Give estimated amount of future losses due to INJURY or DAMAGE:

Was damage and/or injury investigated by the police? NO If yes, what City? _____

Were paramedics or ambulance called? NO If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

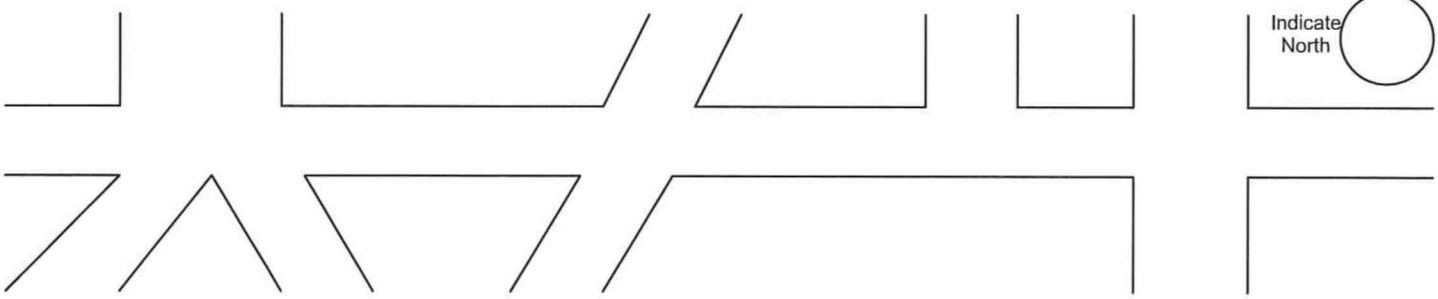
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	Dena Zepeda	10-13-25

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

RECEIVED
OCT 08 2025
10:49am
CITY OF IRWINDALE
CITY CLERKS DEPT.

Date: October 8, 2025

To: City Manager, Julian Miranda
Cc: City Attorney, Human Resources Department

From: Dena Zepeda

Subject: Formal Demand for Relief – Retaliation and Harassment in Violation of Constitutional and Civil Rights (42 U.S.C. §1983; Cal. Civ. Code §§52.1, 51.7)

Dear Mr. Miranda,

I am submitting this letter as a formal demand for relief arising from continued harassment and retaliation I have suffered at the hands of City employee Brandy Jones during public City Council and community meetings. As a resident and constituent of Irwindale, I have the right to speak, participate, and advocate on matters of public concern without fear of retaliation or intimidation from City officials. Despite my previous good-faith efforts to resolve this internally, including participating in an investigation initiated by the City, the harassment and retaliatory treatment have persisted and escalated.

1. Background
Beginning in 2019, I have been subjected to repeated verbal harassment, belittling comments, and public ridicule by Brandy Jones during official city proceedings. These actions include racially insensitive remarks, dismissive comments toward community members, and deliberate efforts to discredit or interrupt me while exercising my right to public participation.

After raising concerns through appropriate channels, I began experiencing retaliation in the form of continued verbal hostility, intimidation, and attempts to undermine my credibility. This retaliation has damaged my reputation, created a hostile environment, and interfered with my civic participation.

In addition, Brandy Jones has twice attempted to obtain a restraining order against me—first on September 17 and again on October 7—both of which were denied by a judge. These baseless actions demonstrate a clear pattern of retaliation, intended to intimidate and silence me for speaking out on city matters of public interest.

2. Pattern of Conduct
This is not an isolated event. Multiple community members and former Planning Commission leaders have reported similar experiences with Brandy Jones, including:
- Former Planning Commission Chair Arthur Tapia – forced to resign following unsubstantiated harassment accusations.
- Former Vice Chair Richard Chico – subject of similar conduct without public resolution.
- Former Vice Chair Enoch Burolla and Chair Suzanne Gomez – both resigned under

adversarial conditions widely attributed to this employee.

The City's continued inaction has allowed this conduct to persist, eroding public trust and discouraging civic engagement among residents.

3. Legal Grounds
These actions constitute violations of Dena Zepeda's rights under:
- **42 U.S.C. §1983**, as retaliation by a city employee acting under color of state law against protected speech in violation of the First Amendment.
- **California Civil Code §52.1 (Bane Act)**, which prohibits interference, intimidation, or coercion with the exercise of constitutional rights.
- **California Civil Code §51.7 (Ralph Act)**, which protects individuals from threats, intimidation, or coercion motivated by protected characteristics or advocacy.
- **Common law defamation and intentional infliction of emotional distress**, based on public disparagement and harassment.

Relevant precedent includes:
- **Lozman v. City of Riviera Beach (2018)** – U.S. Supreme Court held that citizens may sue municipalities for retaliation related to speech in public meetings.
- **City of Houston v. Hill (1987)** – affirmed the right of citizens to challenge and criticize public officials without retaliation.
- **Monell v. Dept. of Social Services (1978)** – established municipal liability under §1983 where unconstitutional behavior results from official policy or deliberate indifference.

4. Demands
To resolve this matter without litigation, I respectfully demand that the City:
1. Conduct an independent, external investigation into ongoing retaliation and harassment by Brandy Jones.
2. Issue a formal written apology acknowledging the harm and distress caused.
3. Implement mandatory anti-harassment, anti-retaliation, and public engagement training for all city employees and department heads.
4. Provide monetary compensation for emotional distress, reputational harm, and related damages in the amount of **$5,000,000**.

If I do not receive a satisfactory written response within fifteen (15) business days, I will proceed to file a civil action in the Superior Court of California, County of Los Angeles, under **42 U.S.C. §1983** and the **California Bane Act**, seeking all available legal remedies, including compensatory damages, injunctive relief, and attorney's fees.

Sincerely,
Dena Zepeda

Item #17.F.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection - Richard Salazar vs. City of Irwindale

City Manager's Recommendation:

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

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On October 15, 2025, the City received a claim for damages from claimant Richard Salazar. Claimant Salazar alleges that on August 15, 2025, damage was caused to his vehicle during a traffic stop involving an Irwindale police officer.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended the

rejection of the claim. Their recommendation is made on the basis that, according to the body cam footage, the damage in question, a broken exterior door handle, was already broken off. The officer followed direction given by the claimant on how to open the door from the inside, and the exterior handle fell off. Accordingly, staff is recommending that the City Council reject the claim and direct staff to send a standard letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. CJP-3055140 Recommendation to reject
2. Richard Salazar - 10.15.2025

CARL WARREN & COMPANY
Claims Management and Solutions

A VENBROOK Company

10/22/2025

TO: City of Irwindale

ATTENTION: Laura Nieto, Mary Hull

RECOMMENDATION TO REJECT

RE:	Claimant:	Richard Salazar
	Our Client:	City of Irwindale
	Date of Loss:	08-15-2025
	Our File Number:	CJP-3055140

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

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

Please include proof of mailing with your rejection notice to the claimant. Please provide us with a copy of the city's notice of rejection and a copy of the proof of mailing. If you have any questions, please feel free to contact the assigned adjuster or the undersigned claims specialist.

Very Truly Yours,
Janice Bartlett

Janice Bartlett
Claims Examiner
Carl Warren & Company, LLC | A Venbrook Company
Direct: 657.622.4326
Email: jbartlett@carlwarren.com

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

INSTRUCTIONS

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

RECEIVED
OCT 15 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK
Clerk's Official Filing Stamp

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant RICHARD SALAZAR	Claimant's Occupation SHUTTLE DRIVER
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant —	Business Telephone Number —

Name and address to which you desire notices or communications to be sent regarding this claim:
AS ABOVE

When did DAMAGE or INJURY occur?	Names of any City employees involved in INJURY or DAMAGE
Date: 8/15/25 Time: 12:00 pm If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Amesola

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:
peck RD and Live oak

Describe in detail how the DAMAGE or INJURY occurred.
Broken door handle rear passenger sliding door

Why do you claim the City of Irwindale is responsible?
The officer works for city

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.
Broken door handle

Claimant's Name: RICHARD SALAZAR

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

150 $

Give estimated amount of future losses due to INJURY or DAMAGE:

NO

Was damage and/or injury investigated by the police? no If yes, what City? _____

Were paramedics or ambulance called? no If yes, name City or ambulance _____

If injured, give name and address of your doctor and the date and time of your first visit:

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

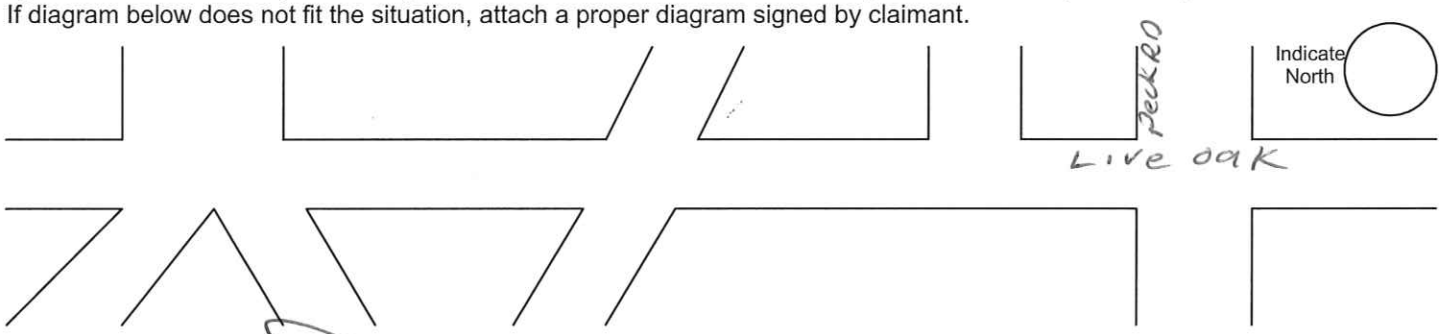
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
	RICHARD SALAZAR	10/15/25

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

Item #17.G.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Claim Rejection and Return - Carmen M. Roman

City Manager's Recommendation:

(1) Reject the claim losses which have arisen since April 21, 2025 (2) deem that claim losses which have arisen between October 21, 2024 and April 21, 2025, may be considered for an application for late consideration; and (3) return all other claim losses which have arisen prior to October 21, 2024.

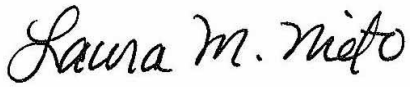
Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

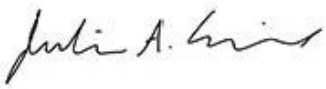


Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On October 21, 2025, the City received a claim for damages from claimant Carmen M. Roman. Claimant Roman alleges continued harassment and retaliation at the hands of a City employee.

The claim was reviewed by the City's claims adjuster, Carl Warren & Co., who has recommended a claim return as follows:

(1) Claim losses which have arisen since April 21, 2025, are recommended for rejection; and

(2) Claim losses which have arisen between October 21, 2024 and April 21, 2025, may be considered for an application for late consideration; and

(3) All other claim losses which have arisen prior to October 21, 2024, are considered returned, and no further action will be taken thereon, because the claim was not presented within one year of the accrual of the action.

Accordingly, staff is recommending that the City Council reject the portions of the claim referenced in Item 1 of the staff report; deem that claim losses referenced in Item 2 of the staff report may be considered for an application for late consideration; and return all other claims as referenced in Item 3 of the staff report, and direct staff to send the letter of rejection. Alternatively, the City Council may direct the City Manager to negotiate resolution of the claim.

Fiscal Impact:

None

Attachments:

1. Carmen Roman - 2019-01-01_Redacted

CITY OF IRWINDALE

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RECEIVED
OCT 21 2025 3:46pm
CITY OF IRWINDALE
CITY CLERKS DEPT.
Clerk's Official Filing Stamp

INSTRUCTIONS

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

To: City of Irwindale	Claimant's Date of Birth [redacted]
Name of Claimant CARMEN M. ROMAN	Claimant's Occupation MENTAL HEALTH WORKER
Home Address of Claimant [redacted]	Home Telephone Number [redacted]
Business Address of Claimant N/A	Business Telephone Number N/A

Name and address to which you desire notices or communications to be sent regarding this claim:

SAME AS ABOVE

When did DAMAGE or INJURY occur? Date:_____ Time: _____ If claim is for Equitable Indemnity, give date claimant served with complaint: _____	Names of any City employees involved in INJURY or DAMAGE SEE ATTACHED LETTER

Where did DAMAGE or INJURY occur? Describe in full detail and locate on diagram on page 2. Where appropriate, give street names, addresses, and measurements from landmarks:

SEE ATTACHED LETTER

Describe in detail how the DAMAGE or INJURY occurred.

SEE ATTACHED LETTER

Why do you claim the City of Irwindale is responsible?

SEE ATTACHED LETTER

What DAMAGE or INJURIES do you claim resulted? Give full extent of injuries or damage claimed.

SEE ATTACHED LETTER

Claimant's Name:

CARMEN M. ROMAN

State the amount which you are claiming as of the date of presentation of this claim. Give basis of computation.

$5,000,000.00

Give estimated amount of future losses due to INJURY or DAMAGE:

SEE ATTACHED LETTER.

Was damage and/or injury investigated by the police? N/A If yes, what City? N/A

Were paramedics or ambulance called? N/A If yes, name City or ambulance N/A

If injured, give name and address of your doctor and the date and time of your first visit:

Doctors and Hospitals:

Doctor _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Hospital _____ Address _____ Date Hospitalized _____

Witnesses to DAMAGE or INJURY: List all persons and addresses of persons known to have information:

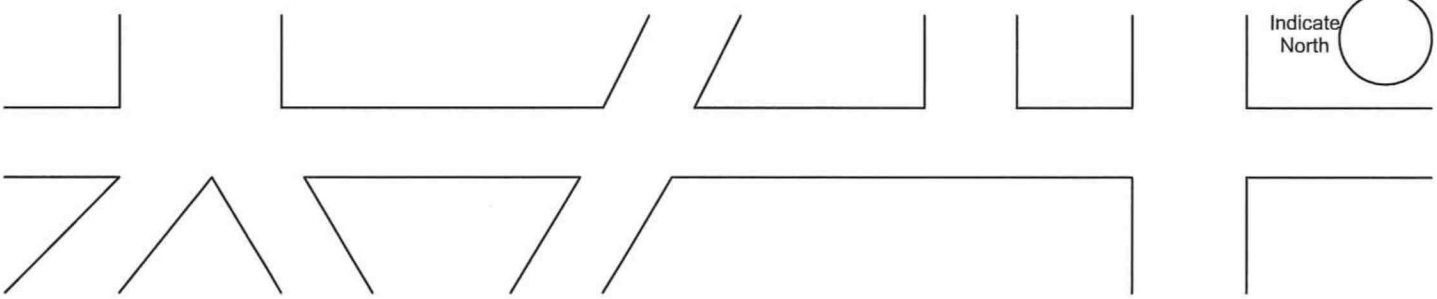
Name _____ Address _____ Phone _____

Name _____ Address _____ Phone _____

READ CAREFULLY

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

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



Signature of Claimant (if other than claimant, indicate relationship)	Typed Name	Date
Carmen M Roman	CARMEN M. ROMAN	10/21/2025

Note: Claims must be filed with the City Clerk. **Presentation of a false claim is a felony (Penal Code Section 72)**

RECEIVED
OCT 21 2025 @ 3:46pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

October 16, 2025

To: City Manager, Julian Miranda

Cc: City Attorney, Human Resources Department

City of Irwindale, CA 91706

From: Carmen M. Roman

Subject: Formal Demand for Relief – Retaliation and Harassment in Violation of Constitutional and Civil Rights (42 U.S.C. ss 1983; Cal. Civ Code ss 52.1,51.7). (California Penal Code s prohibits recording confidential communications without the consent of all parties. Unauthorized recording violates both law and City policy.

Dear Mr. Miranda:

I am submitting this letter as a formal demand for relief arising from continued harassment and retaliation I have suffered at the hands of City employee, Brandi Jones, during City Council and City Community meetings. As a resident and constituent of Irwindale, as well as a United States citizen, I have the Right to Speak, participate and Advocate on matters of public concern without fear of retaliation or intimidation from City officials, staff or representatives. Despite my previous good-faith efforts to resolve this internally, including participating in investigation(s) initiated by the City, the harassment and retaliatory treatment have persisted and escalated.

1, Background

Beginning in 2019, I have been subjected to repeated verbal harassment, belittling comments, and public ridicule by Brandi Jones during official City proceedings. These actions include, but are not limited to racially insensitive remarks, dismissive comments towards Community-members and deliberate efforts to discredit or interrupt me while exercising my rights to public participation, as well as baring me from being able to speak, including shutting down community meeting early and shutting off recorder before meeting was adjourned.

After raising concerns through appropriate channels, including H.R. Department, I began experiencing retaliation in the form of continued verbal hostility, intimidation and attempts to undermine my credibility. This retaliation has put into question my reputation, created a hostile environment and interfered with my civic participation.

In addition, Brandi Jones, has twice attempted to obtain a Restraining Order against me; first on September 17, 2025 and on October 7, 2025, both of which were rejected by a Judge. These baseless actions demonstrate a clear pattern of retaliation, intent to intimidate and silence me for speaking out on City matters of public interest.

2. Pattern of Conduct

There is not an isolated event; multiple community members, former Planning Commissioners and Community Leaders have reported similar experiences and disrespect from Brandi Jones. A list of names of these people, business leaders can be obtained if you need me to submit or include these, please notify me and I will submit the list. Ms. Jones conduct includes outcomes of unsubstantiated accusations, harassment, adversarial conditions and early resignations from posts due to this employee's conduct.

The **City's continued inaction** has allowed this conduct to persist, eroding public trust and discouraging civic engagement amongst residents.

3. Legal Grounds

These actions constitute violations of Carmen M. Roman's Rights under:

42 U.S.C. ss 1983, as retaliation by a city employee acting under color of state law against protected speech in violation of the First Amendment.

California Civil Code ss 52.1 (Bane Act), which prohibits interference, intimidation, or coercion with the exercise of Constitutional Rights.

California Civic Code ss 51.7 (Ralph Act), which protects individuals from threats, intimidation, or coercion motivated by protected characteristics or advocacy.

California Law defamation and intentional infliction of emotional distress, based on public disparagement and harassment.

Relevant Precedent includes:

- **Lozman v. City of Riviera Beach (2018)** - U.S. Supreme Court held that citizens may sue municipalities for retaliation related to speech in public meetings.

- **City of Houston v. Hill (1987)** - affirmed the Right of Citizens to challenge and critize public officials without retaliation.

- **Monell v. Department of Social Services (1978)** - established Municipal Liability under ss 1983 where unconstitutional behavior results from official policy or deliberate indifference.

4. Demands

To resolve this matter without litigation, I respectfully demand that the City:

1. Conduct an independent, external investigation into ongoing retaliation and harassment by Brandi Jones.
2. Issue a formal written apology acknowledging the harm and distress caused by Brandi Jones.

3. Implement mandatory anti-harassment, anti-retaliation, and public engagement training for all City employees and Department heads.
4. Provide monetary compensation for emotional/mental distress, reputational harm, and related damages in the amount of **$5,000,000**.

If I do not receive a satisfactory written response within (15) business days, I will proceed to file a Civic Action in the Superior Court of California, County of Los Angeles, under **42 U.S.C. ss 1983** and the **California Bane Act**, seeking all available legal remedies, including compensatory damages, injunctive relief and attorneys/court fees.

Sincerely submitted,
Carmen Roman,

Item #17.H.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Consideration of a 2025 Memorandum of Understanding (MOU) between Owner Counties and Government Participants for the Use of the SECURE Government to Government (G2G) Portal

City Manager's Recommendation:

1) Approve the 2025 Memorandum of Understanding (2025 MOU) between Owner Counties and Government Participants for the Use of the SECURE Government to Government (G2G) Portal for a term of five years (2025-2030) and rescind the 2020 MOU pertaining to the same; 2) Authorize the City Manager to execute the necessary documents in a form approved by the City Attorney; and 3) Upon approval, direct the Chief Deputy City Clerk to transmit the 2025 MOU to Orange County, as the lead agency.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

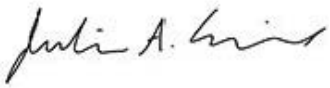
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

With the passage of the Electronic Recording Delivery Act of 2004, Los Angeles, Orange, Riverside and San Diego counties collaborated to establish a multi-county system that allowed for electronic document recording to county partners through the SECURE G2G portal.

On January 23, 2019, the City Council approved Irwindale's participation on the initial MOU for the use of the SECURE Government to Government (G2G) Portal for Electronic Document Recording. This system enables the City to record documents such as grant deeds, deeds of trust and notices of completion electronically via computer, allows for immediate and direct communication from County recorder staff, and the electronic monitoring of the status of recording by the City.

On September 10, 2020, the City Council approved a new five-year MOU, which was required per AB 2143 due to amendments to the Department of Justice electronic recording regulations.

The current five-year MOU will be expiring on December 1, 2025. If the City wishes to continue its use of SECURE G2G, it must approve and execute the 2025 MOU, and submit the MOU immediately to Orange County, as the lead agency.

Fiscal Impact:

The City is exempt from fees for SECURE G2G Portal system use, maintenance, and technical support. The City may be responsible for paying any other applicable fees, taxes, and other charges for the recordation of documents.

Attachments:

1. City of Irwindale SECURE G2G MOU, 20251027

MEMORANDUM OF UNDERSTANDING
BETWEEN OWNER COUNTIES AND GOVERNMENT PARTICIPANTS
FOR THE USE OF THE SECURE GOVERNMENT TO GOVERNMENT (G2G)
PORTAL

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**" or "**Agreement**"), made and entered into on __11/17/2025__, is between the counties of Los Angeles, Orange, Riverside, and San Diego (hereinafter collectively referred to as "**Owners**") that own the Statewide Electronic Courier Universal Recording Environment ("SECURE") with the Orange County Clerk-Recorder acting on their behalf as the Lead County, and __City of Irwindale__ the submitting party ("**Government Agency**"), recording electronically through the SECURE Government to Government (**G2G**) Portal. The Owners and Government Agency are collectively referred to as the "Parties."

WHEREAS, California Government Code Section 27279(b) states "[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government."

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego are the Owners of the SECURE G2G Portal; and

WHEREAS, the SECURE G2G Portal functions as a separate portal under the same security framework as the existing SECURE system; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement dated August 19, 2008 to share the ownership and ongoing maintenance of a multi-county G2G electronic recording portal; and

WHEREAS, Orange County is the "Lead County" in supporting this SECURE G2G Portal and is responsible for executing any agreements with participants with the approval of the other Owners.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

1. DEFINITIONS

A. Owners: means the Counties of Los Angeles, Orange, Riverside and San Diego Counties.

B. Lead County: means the County of Orange as the designated lead in developing and supporting the multi-county system and responsible for handling the administrative

functions, negotiating and executing any contract relating to the support and maintenance of SECURE.

C. **Partner County or Partner Counties:** means non-owner counties that have contracted to use SECURE**.**

D. **SECURE G2G Portal:** means the SECURE Government to Government Portal.

E. **Government Agency:** means a government entity, other government agency, or a county department of the Owners that submits package(s) of documents electronically to an Owner or Partner County using the SECURE G2G Portal for the purpose of electronically recording under this MOU.

F. **SECURE:** means the Statewide Electronic Courier Universal Recording Environment used by multiple counties to electronically receive and return documents for recording.

G. **Government to Government:** means the acts of a county recorder recording a document for a Government Agency through the SECURE G2G Portal.

H. **Operational Issues:** means issues regarding the business rules that dictate what can be recorded by an individual Owner county or Partner County.

I. **Technical Issues:** means issues regarding how the SECURE G2G Portal electronically receives and returns recordable documents.

J. **Infrastructure:** means the non-software components used to electronically receive and return recordable documents through the SECURE G2G Portal.

2. PURPOSE

The purpose of this MOU is to define the requirements, rules and policies needed for Parties to share in the use of the SECURE G2G Portal to electronically record documents in a secure electronic recording environment.

3. TERM

This Agreement shall become effective upon the signature of the Parties for a term of 5 years unless terminated in writing by either party in accordance with this Agreement. The parties, by written agreement, may extend the agreement for no more than one additional year.

4. FEES and COST

Government Agency is exempt from fees for SECURE G2G Portal system use, maintenance and technical support. Government Agency may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of

documents. Government Agency is responsible for startup costs, which may include reimbursements for setup and tokens if applicable.

5. Eligibility

Established Government Agencies at the local, state or federal level, as defined below, will be allowed to submit legal documents for electronic recording through the SECURE G2G Portal pursuant to California Government Code section 27279(b), which states in part "[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government."

6. SECURE G2G Portal Recording Requirements

SECURE G2G Portal recording requirements and specifications are generally set forth in Attachment A and Attachment B, incorporated herein by reference, to this Agreement.

6.1 Government Agency shall comply with any and all requirements and specifications of the Agreement and in Attachments A and B (collectively Attachments).

6.2 Government Agency understands that the requirements and specifications may change from time to time.

6.3 Government Agency understands that the requirements and specifications set forth in the attachments could be specific to individual Owner or Partner Counties.

6.4 Government Agency acknowledges that the recording requirements and specifications contained in the attachments may not be exhaustive of the recording requirements for the individual Owners and Partner Counties.

6.5 Owners will provide written notice to the Government Agency within 30 days if there are any changes to the requirements or specifications.

6.6 Attachment A – Provides the technical specifications including submission methods, communication protocol security framework and imaging standards.

6.7 Attachment B – Contains the processing schedules, hours of operation, policies, sample document types and authority, technical service contact and security incident contact information for electronic recording with each individual Owner or Partner County.

7. Government Agency Acknowledgments and Responsibilities

7.1 Government Agency must supply all electronic recording equipment, i.e., computer, monitor, scanner, printer, an internet connection and a token from the Lead County, if applicable.

7.2 The electronic documents or records shall be considered the "original" record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.

7.3 Government Agency is responsible for the accuracy, completeness and content of documents submitted for recording through the G2G portal.

7.4 Government Agency shall immediately notify Lead County of any security incident, including but not limited to attempts at or actual unauthorized access which could compromise or otherwise adversely affect SECURE's data systems.

7.5 Government Agency shall ensure that all security measures and credentials implemented are protected. Government Agency assumes all responsibility for documents submitted through unique credentials provided to Government Agency for the purposes of engaging in G2G recording.

7.6 Government Agency is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.

7.7 Government Agency shall address all Operational Issues related to the electronic recording process with the individual Owner or Partner Counties.

7.8 Government Agency shall notify the Lead County of all problems involving Technical Issues. Government Agency shall work in good faith with the Lead County to resolve any Technical Issues. Resolution of Technical Issues may require Government Agency to provide onsite access to Lead County.

7.9 Government Agency shall comply with each county's individual recording requirements. Government Agency's submission of a document via the SECURE G2G Portal for transmission to a particular county for recording does not guarantee the document will be recorded by that individual county. Each Owner or Partner County may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting a county's specific requirements for recording may be rejected by the respective county.

7.10 Following the electronic recordation of a document, Government Agency agrees to deliver the original document and/or notify the real party in interest.

8. Lead County Responsibilities

8.1 Lead County shall conduct ongoing monitoring of the SECURE G2G Portal to protect the integrity of the transmission process.

8.2 Lead County shall test and maintain the SECURE G2G Portal software and hardware.

8.3 If the SECURE G2G Portal experiences delays or power failures that interfere with the normal course of business, the Lead County will work with the individual Owner or Partner County and Government Agency until the problem has been remedied.

8.4 Lead County will coordinate the SECURE G2G Portal administration, training, policy creation, access control and establishment of contracts required for Government Agency to submit to Partner Counties.

8.5 Lead County shall facilitate communication between Government Agency and Owner or Partner Counties.

9. SECURE G2G Portal Review

Government Agency's right to submit documents under this Agreement is subject to Owners review and acceptance of Government Agency's standards and procedures. Such approval will not be unreasonably withheld by Owners. This review is to confirm that all requirements of this Agreement are met.

10. General Recording Requirements

Submission, acceptance, recording and rejection of any document must comply with all applicable federal, state and local laws. County specific recording requirements are generally set forth in Attachment B.

11. Suspension

Lead County, with the concurrence of all the other Owners, may suspend Government Agency's submission of documents to the SECURE G2G Portal, restrict access, or deny access to Government Agency and any of Government Agency's individual staff members at any time in its sole discretion as it deems necessary.

Notice of suspension will be immediately provided to Government Agency by Lead County on behalf of Owners. Government Agency may resume submission upon satisfactory resolution of the reason for suspension after notification from the Lead County. Whether a matter is resolved is determined solely by the SECURE Owners.

The following is a non-exhaustive list of reasons for suspension:

11.1 To protect the public interest.

11.2 To protect the integrity of public records.

11.3 To protect real property owners from financial harm.

11.4 To prevent fraud.

11.5 For Government Agency's violation of, or to prevent the violation of, any federal, state, or local law.

11.6 For Government Agency's failure to notify Lead County of modifications which could compromise or otherwise adversely affect SECURE's data systems.

11.7 For Government Agency's default of any provision of this Agreement.

12. <u>Limitation of Liability</u>

Owners and Partner Counties shall be held harmless from and not incur any liability for any damages whatsoever caused either directly or indirectly for:

12.1 Information electronically transmitted by the Government Agency.

12.2 Any breach of security, fraud or deceit resulting from electronic recording.

12.3 Damages resulting from software, hardware, or other equipment failure.

12.4 Delays or power failures that interfere with the normal course of electronic recording.

12.5 Restricting or terminating Government Agency's ability to electronically record documents.

12.6 Claims, disputes or legal actions concerning an electronic transaction, including, but not limited to, the accuracy, completeness or content of documents submitted for recording.

12.7 Government Agency, Owners and Partner Counties shall not be liable to each other for:

12.7.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.

12.7.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).

12.7.3 Except for payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying

upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of three (3) days.

13. Indemnification

13.1 Owners shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Government Agency under or in connection with any work, authority or jurisdiction delegated or determined to be the responsibility of Government Agency under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, Government Agency shall fully indemnify, defend, and hold Owners and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs (including attorney's fees), and expenses, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever (collectively "Claims"), arising from, or related to, any acts or omissions on the part of the Government Agency under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Government Agency under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Owners. This provision shall survive termination or expiration of this Agreement.

13.2 Notwithstanding section 13.1 above, in the event the Government Agency under this Agreement is a county department of an Owner, such Government Agency's indemnification obligations to each other Owner hereunder shall not exceed each Owner's indemnification obligations under that certain Multi-County Agreement Between the Counties of Los Angeles, Orange, Riverside, and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System (the "Multi-County Agreement").

13.3 In the event of fraud that arises directly or indirectly from Government Agency's submission of a document through the SECURE G2G Portal for electronic recording that impacts the value of or title to real estate, Government Agency shall defend and indemnify the Owners against any Claims (as defined in section 13.1, above) for any G2G electronic recording transaction in which the Government Agency engages.

14. Termination

14.1 Either party may terminate this Agreement for any reason by providing 30 calendar days' written notice of termination.

14.2 Owners may terminate this Agreement immediately if Government Agency is in default of any of the terms of this Agreement.

14.3 Notwithstanding any other provision of this Agreement, the Owners may terminate this Agreement immediately at any time in its sole discretion as it deems necessary. The following is a non-exhaustive list of reasons for termination:

14.3.1 To protect the public interest.

14.3.2 To protect the integrity of public records.

14.3.3 To protect real property owners from financial harm.

14.3.4 To prevent fraud.

14.3.5 For Government Agency's violation of, or to prevent the violation of, any federal, state or local law.

14.4 The indemnification and limitation of liability provisions of this Agreement shall survive any termination of this Agreement.

15. Dispute Resolution

Owners and Government Agency will attempt, in good faith, to resolve any controversy or claim arising out of or relating to G2G electronic recording through either negotiation or mediation prior to initiating litigation.

16. Governing Laws and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

17. Amendment

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

18. Assignment

This Agreement shall not be assigned by a party, either in whole or in part, without prior written consent of other party. Any assignment or purported assignment of this Agreement by a party without the prior written consent of the other party will be deemed void and of no force or effect.

19. Entire Agreement

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

20. Parties in Interest

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Partner Counties and their respective successors, transferees, assumers and assigns, if any.

21. Privileged and Confidential Information

The Government Agency agrees that all personal information, which is considered privileged and confidential under state law contained within the documents submitted for recording will not be released by the Government Agency to any individual or other legal entity who would not otherwise have authorized access to such information. Any release of information by the Government Agency to any unauthorized individual or other legal entity may result in the Owners terminating this Agreement.

22. Waiver

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Owners shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of Owners, in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

23. Severability

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Sections and Attachments

All sections and attachments referred to herein are attached hereto and incorporated by reference.

25. Headings

The Agreement captions, clause, section and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

26. No Presumption Against Drafter

This Agreement is deemed to have been drafted jointly by the Parties. This Agreement shall be construed without regard to any presumption or rule requiring construction against or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any party or person.

27. Notices

Any notice requirement set forth herein shall be in writing and delivered to the appropriate party at the address listed in this subparagraph. Notice shall be given by electronic mail or deposited in the United States mail, postage prepaid, to the parties listed below. Addresses for notice may be changed from time to time by written notice to the other party. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change in address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For reporting a security incident, the Government Agency shall also report the incident to the Lead County at the email address specified below.

Government Agency

City of Irwindale
Attn: City Clerk
5050 N. Irwindale Avenue
Irwindale, CA 91706
Email: lnieto@IrwindaleCA.gov

Lead County:

Orange County Clerk-Recorder
Attn: SECURE G2G Coordinator
601 N. Ross Street
Santa Ana, CA 92701
Email: SECURESupport@rec.ocgov.com

28. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party upon execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and attested to by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

--Signatures Follow--

OWNERS

THE COUNTY OF ORANGE AS LEAD COUNTY:

Approved By: Hugh Nguyen

Signature: _____
Orange County Clerk-Recorder

Date: _____

THE OFFICE OF THE ORANGE COUNTY COUNSEL
APPROVED AS TO FORM

Signature: _____
Title: Deputy County Counsel
Dated: _____

GOVERNMENT AGENCY

DEPARTMENT OF (Government Agency):_____

COUNTY: _____

Approved By: _____

Signature: _____

Title: _____

Date: _____

Attachment A - Technical Specifications

1. Submission Methods

SECURE G2G Portal User Interface (UI) – Government Agencies who will be scanning paper or uploading image files directly into the SECURE G2G Portal must use a token for authentication. Government Agencies will receive recording confirmation via the UI. The UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE G2G Portal Web API (API) – Government Agencies that directly connect to the API must adhere to the XSD standard. The XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. Government Agencies will receive recorded information via XML return package.

2. Communications Protocol

HTTPS is required for the submission of instruments.

3. Security Framework

The required security framework is provided for in the SECURE G2G Portal software. The SECURE G2G Portal software shall use a minimum of 128-bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the Government Agency and at a minimum changed at 90-day intervals to reduce security exposure.

a) Endpoint Security (Authentication Token) - Government Agencies will require one token for each agency staff member that will be utilizing the UI. For use of the token to submit documents through the SECURE G2G Portal for recording electronically, please refer to the SECURE G2G Portal User Manual.

b) Computers and User Accounts

Government Agency computer(s) connected to the SECURE G2G Portal must be dedicated workstations for G2G recording only. Government Agency computers utilized for such are required to comply with a workstation checklist provided by Lead County.

Computers that connect to SECURE G2G Portal will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Workstations used to submit, retrieve, or, when applicable, return SECURE G2G Portal payloads are protected from unauthorized use and access. As a minimum, workstations shall meet all of the following requirements:

- Anti-malware software configured to start on system boot-up.
- All critical operating system patches applied within one month from when the patch first becomes available.
- A hardware firewall installed and maintained.
- Up to date virus scan software that shall check for definition updates every twenty-four hours.
- A full virus scan configured to run weekly at a minimum.
- Installed applications shall be limited to the purpose of performing the necessary operational needs of the recording process as defined by the County Recorder.
- Screen Lock must be configured for activation after 10 minutes of inactivity.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to SECURE G2G Portal using a single SECURE G2G Portal user account or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to SECURE G2G Portal is no longer required, the user's SECURE G2G Portal account and identity credentials shall be disabled and revoked, but not deleted from the system. SECURE G2G Portal user accounts and identity credentials are non-transferable.

c) Imaging Standards

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.
- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statutes as set out in Government Code Section 27361 et seq.

Item #17.I.

City of IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Adrian R. Guerra, City Attorney

Issue: Third Amendment to City Manager Employment Agreement To Extend Term

City Manager's Recommendation:

That the City Council adopt Resolution No. 2025-103-3691, approving the attached Third Amendment to the City Manager's employment agreement, subject to City Attorney approval as to form; or provide alternative direction to staff regarding the attached employment agreement amendment.

Administrative Action:

Submitted / Prepared / Approved by:

Adrian R. Guerra, City Attorney

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Background and Analysis:

On February 14, 2022, Julian Miranda commenced services as the City Manager of the City of Irwindale ("City"), pursuant to the City of Irwindale City Manager Employment Agreement ("Agreement") between the Employee and the City. On March 8, 2023, the City Council approved moving Mr. Miranda from salary Step C to Step D pursuant to Section 2.2 of the Agreement. On August 28, 2024, the City Council approved the First Amendment to the Agreement ("First Amendment"), approving a five percent (5%) cost of living adjustment and providing for certain benefits specified in the First Amendment. On January 8, 2025, the City Council approved the Second Amendment to the Agreement ("Second Amendment"), approving moving Mr. Miranda from salary Step D to Step E, approving a four percent (4%) cost of living adjustment effective July 6, 2025, and providing for certain benefits specified in the Second Amendment.

The City Council and Mr. Miranda now desire to enter into a third amendment to the Agreement

("Third Amendment"). The Third Amendment, if approved, would extend the term of the agreement, which currently expires on February 13, 2026, by approximately six months until August 16, 2026. No other terms of the agreement would be amended.

Fiscal Impact:

Funding for the City Manager position was budgeted in the City's 2025-26 FY budget, and no appropriations are required to cover the cost.

Attachments:

1. Resolution No. 2025-103-3691 Approving Third Amendment to City Manager Employment Agreement
2. Third Amendment to City Manager Employment Agreement
3. City Manager Employment Agreement, First Amendment, and Second Amendment

RESOLUTION NO. 2025-103-3691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF IRWINDALE AND JULIAN A. MIRANDA

WHEREAS, Julian A. Miranda ("Employee") commenced services as the City Manager of the City effective February 14, 2022 pursuant to the City of Irwindale City Manager Employment Agreement (the "Agreement") between Employee and the City; and

WHEREAS, on August 28, 2024, the City Council and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, on January 8, 2025, the City Council and Employee entered into the Second Amendment to the Agreement ("Second Amendment"); and

WHEREAS, the City Council now desires to approve the Third Amendment to the Agreement, a copy of which is attached hereto, in order to extend the term of the Agreement by six months from February 15, 2026 until August 16, 2025.

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

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

SECTION 2. The Third Amendment to the City Manager Employment Agreement between the City of Irwindale and Julian A. Miranda, a copy of which is attached hereto, is hereby approved.

SECTION 3. The Mayor is authorized to execute the Third Amendment to the City Manager Employment Agreement on behalf of the City subject to City Attorney approval as to form.

SECTION 4. This Resolution shall immediately take effect upon passage.

PASSED, APPROVED AND ADOPTED this 12th day of November 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. 2025-103-3691 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 12th day of November 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

THIRD AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Third Amendment") is made and entered into November 12, 2025, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and JULIAN A. MIRANDA, an individual ("Employee").

R E C I T A L S

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement ("Agreement") between Employee and the City (collectively "Parties"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Council[;]" and

WHEREAS, pursuant to Resolution No. 2023-22-3400 adopted by the City's City Council on March 8, 2023, the City provided Employee a five percent (5%) base salary increase pursuant to Section 2.2 of the Agreement, moving Employee from city manager salary Step C to Step D; and

WHEREAS, on August 28, 2024, the City and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, on January 8, 2025, the City and Employee entered into the Second Amendment to the Agreement ("Second Amendment"); and

WHEREAS, the Parties now desire to further amend the Agreement to extend the term of the Agreement by six months from February 15, 2026 to August 16, 2026; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 3.2 of the Agreement shall be amended to read, in its entirety, as follows:

"3.2 Term. The term of this Agreement commenced as of the Effective Date and will be until August 16, 2026 and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties."

SECTION 3. Except as expressly amended by this Third Amendment, the Second Amendment, and the First Amendment, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Third Amendment, the Second Amendment and the First Amendment to the Agreement.

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Third Amendment to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Third Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Adrian Guerra, City Attorney

EMPLOYEE

_____
Julia A. Miranda

CITY OF IRWINDALE

CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 26th day of January, 2022, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and Julian A. Miranda, an individual ("Employee").

RECITALS

WHEREAS, the City Council now desires to appoint Employee to serve in the position of city manager for the City, which position is prescribed by state law and the City's Charter and Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing Authority, and Reclamation Authority, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth in Irwindale Municipal Code Section 2.08.050; and

WHEREAS, Irwindale Municipal Code Section 2.08.020 provides in part that appointments to the position of city manager "shall be made by the council upon the basis of the individual's executive and administrative qualifications, with special reference to his actual experience in, or knowledge of, accepted practices with respect to municipal government;" and

WHEREAS, based on Employee's executive and administrative qualifications and experience in and knowledge of municipal government, the Council desires to employ Employee to serve as the city manager for the City; and

WHEREAS, Employee desires to accept employment as such from City and to perform and assume responsibility for the provision of city manager services to the City and its related agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee acknowledges that the assigned duties shall also include services to the Successor Agency to the Former Irwindale Community Redevelopment Agency, Housing

Authority, and Reclamation Authority. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Employee is 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. Employee acknowledges that proper performance of the duties of city manager will require Employee 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 Employee 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. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, 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 city manager.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement 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 Employee in connection with the performance of this Agreement shall be held confidential by Employee 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 Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's competitive service system pursuant to Irwindale Municipal Code §2.13.050(F).

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's initial base annual compensation shall be Two Hundred and Sixteen Thousand Seven Hundred and Fifty Two Dollars and No Cents ($216,752.00) annually ("Salary") (equivalent to salary range 88, Step C), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2. For the salary review occurring after Employee's first full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. For the salary review occurring after Employee's second full year of employment as city manager, in the event Employee has achieved the goals established for him by the City Council as determined by the City Council in its discretion, then Employee will be provided a five percent (5%) base salary increase. Adjustments in the base salary and/or benefits following Employee's annual performance evaluations shall be at the sole discretion of the City Council.

2.3 Cost of Living Adjustments. Employee shall be entitled to so-called cost of living adjustments ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution 2021-116-3238, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based upon Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on February 14, 2022 or such earlier date upon which the City Council and Employee may mutually agree, in either event such date will also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. The term of this Agreement will be for three (3) years following the Effective Date ("Term") (i.e. until 11:59 p.m. on February 13, 2025) and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties.

3.3 Termination by Employee. Employee may terminate this Agreement at any time, provided Employee provides the City Council with at least thirty (30) days' advance written notice. In the event Employee terminates this Agreement, Employee expressly agrees that he shall not be entitled to any severance pay.

3.4 Termination by City. The City Council may terminate this Agreement at any time with or without cause, by providing written notice of the reason(s) as provided in (a) and (b) below. The City Council's right to terminate Employee pursuant to this Section 3.4 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. Employee expressly waives any

rights afforded under City's personnel system or policies, Personnel Rules, and any rights afforded to Employee under the Irwindale Municipal Code (including Chapter 2.08) or under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post- discipline or termination hearing, appeal, or other administrative process pertaining to discipline or termination, except as expressly provided in this Agreement and those rights Employee may have under the California or United States constitutions to a name-clearing hearing. Such rights waived include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon Employee's request. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council.

(a) Termination by City for Cause. The City may terminate this Agreement for cause at any time by providing 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 to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) Breach of this Agreement, 2) Willful or persistent material breach of duties, 3) Résumé fraud or other acts of material dishonesty, 4) Unauthorized absence or leave, 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or 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, 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) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) Gross misfeasance or gross malfeasance, 13) "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 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. For the purposes of complying with Irwindale Municipal Code Section 2.08.070, by providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate Employee without cause, including based upon management reasons. If the City terminates this Agreement without cause, the City may, in its discretion, place Employee on paid administrative leave until the effective date of his termination. In the event Employee is terminated without cause, Employee expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement except as provided in Section 4.1 below.

3.5 Limitation on Termination Following Election. For the purposes of complying with Irwindale Municipal Code Section 2.08.080, Employee shall not be removed from office, other than for cause as defined in Section 3.4(a) above, during or within a period of thirty (30) days next succeeding any general municipal election held in the City, at which election a member of the City Council is elected. After the expiration of said thirty (30) day period, the City Manager may thereafter be removed without cause as provided in Section 3.4(b).

4.0 SEVERANCE

4.1 Severance Pay. In the event 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 City shall pay to Employee severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, 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. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (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 this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee initiate termination of this Agreement, the City shall have no obligation to pay the severance provided for in Section 4.1 above.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at his its discretion,

schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. City shall provide Employee with a City vehicle, fuel and maintenance, for official and personal use. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.2 Cell Phone. City shall provide a City-owned cell phone for City-related business and functions during, before and after normal work hours. Employee understands that any applicable taxes are his responsibility to pay and not covered by the City.

6.3 Computer Loan Program. If desired by Employee, the City will provide an interest-free loan to Employee for his purchase of computer equipment and software, subject to City Council approval, up to a maximum of $3,000 for the first computer loan and $2,000 every two years thereafter. Any loans shall be repaid by Employee within 24 months, and repayment must be made through payroll deductions on a bi-weekly basis. In the event of termination of this Agreement for any reason, the balance of any loan shall be due immediately to the City as of the effective date of the termination of the Agreement.

6.4 Bilingual Pay. The City shall pay Employee an additional two and one-half percent (2½%) of his Salary as bilingual pay incentive upon passing an appropriate verbal bilingual exam as determined by the City, if 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 paid out over twenty-six (26) bi-weekly pay periods in a calendar year.

6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), as well as coverage for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee only in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be provided retiree medical consistent with that provided to Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management

Employees under the Department Head Benefits Resolution. Accordingly, retiree medical for Unclassified Management Employees hired on or after January 1, 2011 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. Contribution levels shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee 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 City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Six Hundred Dollars ($2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's

participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

6.6 PERS. Employee is believed to be a "classic" member of CalPERS and shall participate in the City's 2% at 55 formula for miscellaneous employees hired on or after January 1, 2011. Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest thirty six (36) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee. Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS.

6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. Employee acknowledges that City does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.8 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred (300) hours, over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap. The number of hours accrued bi-weekly, based on full-time continuous 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 Employee's anniversary date of commencement of full-time continuous employment with the City.

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

6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee's use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

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

Employee must maintain a minimum balance of 80 hours of sick leave after any cash out of sick leave in order to be eligible for cash out of sick leave.

6.10 Elective Cash-out of Vacation and Sick Leave. Elective cash-out of vacation and sick leave accruals 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 Department of Treasury, Internal Revenue Service ("IRS") regulations (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 15th of the calendar year prior to the end of the calendar year in which 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 rescinded and received in writing by Human Resources no later than December 15th of the calendar year prior to conversion.

3. If Employee fails to submit an election by December 15th of the calendar year prior to the conversion, he will not be eligible for vacation and/or sick leave to be 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. Employee 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. Employee may not convert sick leave in an amount that would reduce sick leave balance to less than 80 hours.

6.11 Holidays. Employee shall be entitled to the holidays listed in this Section 6.11 below. In the event the applicable Department Head Benefits Resolution is amended to include additional holidays, then Employee shall be entitled to such additional holidays as provided to Unclassified Management Employees.

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.	Veteran's 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

6.12 Floating Holiday. Employee 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, ten (10) hours will be deducted from the holiday bank of one hundred forty (140) hours for each such holiday (with 5.0 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 and included in the second paycheck in January of the following calendar year.

6.13 Bereavement Leave. Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).

6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year-to-year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.

6.15 Jury Duty. Employee 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.

6.16 Witness Leave. If Employee is required to be absent from work by proper subpoena issued by a court or other legally empowered agency, Employee shall be entitled to be absent from work at the Employee's regular rate of pay, provided that any fees, except mileage, are deposited with the City.

6.17 EAP Program. The City shall pay the premium for participation in an Employee Assistance Program for Employee and his dependents.

6.18 State Disability Insurance. Employee will participate in the state-sponsored short-term disability program at no expense to the City.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The City encourages Employee's 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 Council.

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

7.3 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.4 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee 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.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee 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.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

To Employee:

Julian A. Miranda
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to the termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of his or her office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B".

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Irwindale has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

Larry G. Burrola, Mayor

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian Guerra, City Attorney

EMPLOYEE

Julian A. Miranda

EXHIBIT "A"

[City Manager Job Description]

CITY MANAGER

*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 policy direction, plans, directs, manages and oversees the activities and operations of the City of Irwindale including the Community Development, Finance, Library, Police, Public Works, Recreation, and Senior Center Departments, Human Resources and City Clerk's Offices; serves as chief executive officer of the City ensuring that public services are delivered in an efficient and effective manner; implements policy decisions made by the City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

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. Assumes full management responsibility for all City operations; assesses ongoing operational needs through department heads and determines best organizational structure to meet goals and objectives; develops, recommends and administers policies and procedures.
2. Directs the development and implementation of the City's goals, objectives, policies and priorities.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with management staff to identify and resolve problems.
5. Assesses and monitors work load, administrative support systems, and internal reporting relationships; identifies opportunities for improvement.
6. Selects, motivates, and evaluates personnel; resolves personnel concerns and issues.
7. Oversees the development and administration of the City budget; approves the forecast of funds needed for staffing, equipment, materials and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary; keeps Council advised of financial conditions, program progress, and present and future needs of the City.
8. Explains, justifies, and defends City programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
9. Provides staff assistance to the City Council; prepares and presents staff reports and other necessary correspondence; provides advice and consultation to the City Council on the development and implementation of City programs and services.
10. Represents the City to all departments and outside agencies; coordinates City activities with those of other cities, counties and outside agencies and organizations.

11. Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations; oversees the preparation and implementation of long range plans for the City.
12. Serves as a resource for the City Council, department personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment.
13. Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work that the City Council orders.
14. Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public administration.
15. Responds to and resolves difficult and sensitive citizen inquiries and complaints.
16. 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 municipality.
Advanced principles and practices of public administration and local government administration.
Current social, political, and economic trends and operating characteristics/problems of municipal government.
Principles and practices of program development and administration. Government, council, and local and state legislative processes.
Principles and practices of fiscal and strategic planning.
Methods of analyzing, evaluating, and modifying administrative procedures.
Principles and practices of municipal finance and budget preparation and administration.
Methods and techniques for goal setting and program evaluation.
Principles of supervision, training, and performance evaluation.
Principles of effective public relations and interrelationships with community groups and agencies, the private sector, and other levels of government.
Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
Pertinent federal, state, and local codes, laws, and regulations.

Ability to:
Manage and direct the operations, services and activities of a major municipality. Plan, organize, and direct the work of staff.
Select, supervise, train, and evaluate staff. Delegate authority and responsibility.
Negotiate and resolve complex issues.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Prepare clear and concise administrative and financial reports. Prepare and administer large and complex budgets.
Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Research, analyze, and evaluate new service delivery methods and techniques. Interpret and apply federal, state, and local policies, laws, and regulations.

Respond to inquiries or complaints and explain regulations and procedures to the general public, members of the business community, and representatives of other agencies and organizations.

Effectively present information to top management, public groups, and/or boards of directors. Exercise sound, independent judgment within general policy guidelines.

Deal constructively with conflict and develop consensus.

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 public administration, business administration, or related field. A Master's degree is desirable.

Experience:
Ten years of progressively responsible experience in municipal government including five years of management and administrative experience.

License or Certificate:
Possession of an appropriate, valid driver's license.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

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

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends 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: November 2016
Ralph Andersen & Associates

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Irwindale, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and Julian A. Miranda, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will city manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ___ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, ____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and __ cents ($_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____ __, ____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, *et seq.*, Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

> "General Release--Claims Extinguished"
>
> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of $100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the

respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

Mayor
City of Irwindale
5050 North Irwindale Avenue
Irwindale, California 91706

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: _____

EMPLOYEE

By: _____
Julian A. Miranda

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

_____
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Adrian Guerra, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]

DRAFT

FIRST AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Amendment No. 1") is made and entered into August 28, 2024, by and between the CITY OF IRWINDALE, a charter city and municipal corporation (the "City") and JULIAN A. MIRANDA, an individual ("Employee").

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement (the "Agreement") between Employee and the City; and

WHEREAS, in accordance with the Agreement Sections 2.2, 2.3 and 5.4, the City Council and Employee agreed to conduct an annual salary review concurrently with an annual performance evaluation to occur within thirty days after each anniversary of the Employee's appointment; and

WHEREAS, the City Council recently conducted a performance review of Employee and the parties have jointly agreed to forego a base salary increase for the second full year of employment, as set forth in section 2.2. The City and Employee now desire to amend the Agreement by this First Amendment to provide: (i) 5% of Cost of Living Adjustment effective September 1, 2024; (ii) 10 hours of additional administrative leave; (iii) a dollar for dollar match of up to $100 per month of Employee's contribution towards the City Authorized Deferred Compensation Plan; (iv) effective January 1, 2025, an increase in vacation leave cap of 350 hours; (v) up to 5 working days of bereavement leave (no more than 40 hours of which would be paid); and (vi) the ability to use up to 40 hours of sick leave as personal leave per calendar year; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Amendment No. 1; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Sections 2.3, 6.7, 6.8, 6.9 6.13, and 6.14 of the Agreement are amended and revised to read, in their entirety, as follows (added language in ***bold italics***, deleted language in ~~strikethrough~~):

A. Section 2.3 Cost of Living Adjustments. ***Effective September 1, 2024,*** Employee shall be entitled to ***a one-time 5%*** so-called cost of living adjustment ("COLA") to the Salary, as received by Unclassified Management Employees under Resolution ~~2021-116-3238~~***2024-63-3540***, A Resolution Adopting A Schedule of Salaries and Benefits for Unclassified Management

Employees ("Department Head Benefits Resolution"), as it may be amended from time to time for all Unclassified Management Employees. The COLA, if any, shall be considered separate from the adjustment of Salary based on Employee's performance, following the annual performance reviews performed in accordance with Section 5.2 of this Agreement.

B. Section 6.7 Deferred Compensation. Employee may, at his sole cost and expense, participate in the City's Deferred Compensation Program. The City currently has two plan options under its Deferred Compensation Program: (a) ICMA-RC, and (b) the Nationwide Retirement Solutions plans. ~~Employee acknowledges that City does not provide any matching benefits or other payments towards the Deferred Compensation Program.~~ ***The City will match dollar for dollar an amount up to one hundred dollars ($100.00) per month of an 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 Employee's contribution to the City's Deferred Compensation Plan(s) shall not exceed the maximum permitted by law.***

C. Section 6.8 Vacation Leave. ***Hours accrued over two-hundred seventy-five (275) shall be included in the first paycheck of January 2025. Effective January 1, 2025,*** Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of three hundred-***fifty (350) hours*** ~~(300) hours. , over which he shall receive a cash out at one hundred percent (100%) to be included in the second paycheck in January of each year, in order to bring his accrual down to the three hundred (300) hour accrual cap.~~ ***Once Employee has accumulated the maximum accrual amount of three hundred fifty (350) hours, no more vacation leave can be accrued until the accrual has been reduced below the cap.*** The number of hours accrued bi-weekly, based on full-time continuous 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

D. Section 6.9 Sick Leave. Employee shall accrue sick leave at the rate of 3.693 hours bi-weekly. Employee' s use of sick leave shall be as provided in the Irwindale Personnel Rules. With respect to buy back of unused sick leave, Employee, upon termination or cash in request, shall be provided sick leave buy back at the following rates:

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

Employee must maintain a minimum balance of 80 hours of sick leave after any

cash out of sick leave in order to be eligible for cash out of sick leave. ***Employee may use up to forty (40) hours of sick leave as "personal leave" per calendar year. The appropriate use of personal leave shall be limited to situations such as lawyer's appointments, drivers license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. However, in no event shall personal leave be used to extend vacation time.***

E. Section 6.13 Bereavement Leave. ~~Employee shall be entitled to such bereavement leave equal to four (4) days, totaling not more than 40 hours (4 days x 10 hours per work day).~~ ***Consistent with the City's Bereavement Leave Policy, Employee shall be entitled to bereavement leave equal to five (5) working days, of which no more than forty (40) hours would be paid per incident. If Employee requires more than forty (40) hours for bereavement, Employee may use vacation leave, executive leave, or sick leave available to the Employee, with prior approval, where appropriate.***

F. Section 6.14 Administrative Leave. Employee shall accrue administrative leave at the rate of sixty (60) hours per year, which hours shall be credited to Employee the first pay period in January of each calendar year. ~~Administrative leave hours shall be used prior to any floating holiday hours and accrued vacation leave hours available to Employee. Administrative leave shall not be carried over from year- to- year. Any and all unused administrative leave hours will be cashed out and included in the first paycheck in January of the following calendar year. Additionally, any unused administrative leave hours shall be cashed out upon separation of Employee.~~ ***Employee shall be entitled to utilize an additional ten (10) hours, for a total of seventy (70) hours of administrative leave per calendar year. Employee expressly agrees and waives any claim to compensation for the administrative leave. The Parties agree that administrative leave shall not vest, and these hours must be used within the calendar year credited, and shall not be cashed out or carried over.***

SECTION 3. Except as expressly amended by this Amendment No. 1, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Amendment No. 1 to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Amendment No. 1, all in triplicate.

CITY OF IRWINDALE

Albert F. Ambriz, Mayor

ATTEST:

Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

EMPLOYEE

Julian A. Miranda

SECOND AMENDMENT TO
CITY OF IRWINDALE
CITY MANAGER EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Second Amendment") is made and entered into January 8, 2025, by and between the CITY OF IRWINDALE, a charter city and municipal corporation ("City") and JULIAN A. MIRANDA, an individual ("Employee").

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City on February 14, 2022 pursuant to the City Manager Employment Agreement ("Agreement") between Employee and the City (collectively "Parties"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require approval by the affirmative vote of three (3) members of the Council[;]" and

WHEREAS, pursuant to Resolution No. 2023-22-3400 adopted by the City's City Council on March 8, 2023, the City provided Employee a five percent (5%) base salary increase pursuant to Section 2.2 of the Agreement, moving Employee from city manager salary Step C to Step D; and

WHEREAS, on August 28, 2024, the City and Employee entered into the First Amendment to the Agreement ("First Amendment"); and

WHEREAS, the Parties now desire to further amend the Agreement to: i) provide a base salary increase from city manager salary Step D to Step E effective February 14, 2025; ii) provide a four percent (4%) base salary increase as a cost of living adjustment effective the first full payroll period on or after July 1, 2025; iii) extend the term of the Agreement until February 15, 2026; iv) revise language pertaining to Employee's retiree medical benefit to reflect that CalPERS may determine Employee's hire date for purposes of retiree medical to be before January 1, 2011; v) revise language pertaining to Employee's CalPERS retirement formula to reflect that CalPERS may determine Employee's hire date for purposes of his retirement formula to be before January 1, 2011; and vi) provide that Employee will pay an additional one percent (1%) as CalPERS cost sharing effective the first full payroll period on or after July 1, 2025; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Second Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement shall be amended to read, in its entirety, as follows :

> "2.1 Compensation. For the services rendered pursuant to this Agreement, Employee's base annual compensation is currently Two Hundred and Fifty Three Thousand Five Hundred and Twenty Three Dollars and No Cents ($253,523.00) annually ("Salary") (equivalent to salary range 88, Step D), which shall continue to be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.
>
> Effective February 14, 2025 Employee's base annual Salary shall be increased to the Step E salary range for the position of city manager, such that his new base annual Salary effective as of that date shall be Two Hundred and Sixty Six Thousand One Hundred Ninety Nine Dollars and No Cents ($266,199.00).
>
> Effective the first full payroll period on or after July 1, 2025, Employee's base annual Salary shall be increased by four percent (4%) as a cost of living adjustment such that his Salary as of that date shall be Two Hundred and Seventy Six Thousand Eight Hundred and Forty Six Dollars and No Cents ($276,846.00). (This cost of living Salary adjustment is equivalent to that to be given to Irwindale Management Employees Association ("IMEA") represented employees as of July 1, 2025, pursuant to the Memorandum of Understanding By and Between the City of Irwindale and [IMEA] July 1, 2024 – June 30, 2027.)"

SECTION 3. Section 3.2 of the Agreement shall be amended to read, in its entirety, as follows:

> "3.2 Term. The term of this Agreement commenced as of the Effective Date and will be until February 15, 2026 and, thereafter, the term of this Agreement may be extended for such an additional term(s) as Employee and City Council mutually deem appropriate, as evidenced by a writing signed by both parties."

SECTION 4. Section 6.5 of the Agreement shall be amended to read, in its entirety, as follows:

> "6.5 Medical, Dental, Vision and Other Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees under the Department Head Benefits Resolution, as it may be amended from time to time. The City shall provide and pay for a life insurance policy for Employee with coverage in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00), as well as coverage

for spouse and eligible dependent children in the amount of Five Thousand Dollars and No Cents ($5,000.00) each. The City shall also provide and pay for an accidental death and dismemberment ("AD&D") insurance policy for Employee only in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00).

In the event that Employee can demonstrate, to the satisfaction of the City, that he has obtained substantially equivalent medical, dental and vision coverage through some other insurance plan in lieu of City-provided insurance, then so long as Employee maintains such medical, dental and vision insurance coverage, he shall be entitled to reimbursement from the City of one-half (1/2) of the average monthly cost to the City for single employee medical coverage only. The City shall have the sole and unfettered right to determine whether Employee has satisfactorily demonstrated substantially equivalent medical, dental and vision coverage, and Employee must, at least annually, provide written proof of such substantially equivalent medical, dental, and vision coverage in a form satisfactory to the City. Any such reimbursement payment described in this paragraph shall be made bi-weekly through the regular payroll system, and such payment shall not add to Employee's base pay.

Employee shall be eligible for retiree medical consistent with that provided to Unclassified Management Employees based on hire date as determined by CalPERS and subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution, as follows:

i) In the event CalPERS determines Employee's hire date for purposes of retiree medical to be prior to January 1, 2011, then Employee shall be provided retiree medical benefits consistent with that provided to Unclassified Management Employees hired before January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution. The City currently pays one hundred percent (100%) of the premium for any CalPERS medical plan, inclusive of eligible dependents as defined by CalPERS, so long as the employee remains eligible for CalPERS medical coverage.

ii) In the event CalPERS determines Employee's hire date for purposes of retiree medical to be on or after January 1, 2011, then Employee shall be provided retiree medical for Unclassified Management Employees hired on or after January 1, 2011, subject to the terms and qualifications for receipt of such retiree medical benefits afforded to Unclassified Management Employees under the Department Head Benefits Resolution. Such retiree medical benefit 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. Contribution levels shall be as follows:

Credited Years of PERS Service (5 of which must be performed at the City of Irwindale)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

Notwithstanding the foregoing, Employee acknowledges that his hire date for purposes of retiree medical is determined by CalPERS, and that he will be provided retiree medical consistent with CalPERS' determination, and applicable laws and regulations.

Employee 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 City's FSA plans presently maintain a cap of Five Thousand Dollars ($5,000) for dependent care expenses and Two Thousand Six Hundred Dollars ($2,650) for health care expenses, which caps may be adjusted based on revisions to IRS regulations. Employee's participation in such plans is voluntary and Employee shall be solely responsible for any desired plan contributions. The Parties agree that the City has not provided legal or tax advice to Employee as to whether dependent care and health care expenses are legally tax deductible to or by Employee.

SECTION 5. Section 6.6 of the Agreement shall be amended to read, in its entirety, as follows:

"6.6 PERS. Based on information provided to the City by CalPERS, Employee is believed to be a tier 1 "classic" member of CalPERS participating in the City's 2% at 55 formula for miscellaneous employees hired before January 1, 2011 (for CalPERS retirement formula purposes). Such formula is subject to the following CalPERS contract provisions: (i) Fourth level of 1959 Survivors Program; (ii) Military service as public service; (iii) average monthly pay rate and special compensation for highest twelve (12) consecutive months; (iv) improved non-industrial disability allowance; (v) post-retirement survivor allowance; and (vi) credit for unused sick leave. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee.

Effective the first full payroll period on or after July 1, 2025, Employee shall contribute an additional one percent (1.0%) of compensation earnable as cost sharing 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). If for any reason the City is not able to make any of the cost sharing deductions set forth above, the cost sharing will be implemented outside of a CalPERS contract amendment as authorized by California Government Code Section 20516(f). This cost sharing contribution will be in addition to the seven percent (7%) statutory employee contribution already paid by Employee and will increase Employee's contribution to a total of eight percent (8%) total.

Notwithstanding the foregoing, Employee acknowledges that his CalPERS member status and applicable retirement formula is determined by CalPERS based on the requirements of the City's CalPERS contract, the Public Employees Retirement Law and the Public Employees' Pension Reform Act, and that he will be enrolled in the appropriate retirement plan as determined by CalPERS."

SECTION 6. Except as expressly amended by this Second Amendment and the First Amendment, all provisions of the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment and the First Amendment to the Agreement.

IN WITNESS WHEREOF, the CITY OF IRWINDALE has caused this Second Amendment to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Second Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF IRWINDALE

Larry G. Burrola, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

Adrian R. Guerra, City Attorney

EMPLOYEE

Julian A. Miranda

Item #17.J.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Authorize the City Manager to Approve Personnel Investigative Services Expenditures

City Manager's Recommendation:

That the City Council authorize the City Manager to approve Susan Woolley, Esq. Personnel investigative services expenditures up to $115,000.

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:

In July 2025, the City Manager, on behalf of the City of Irwindale ("City"), entered into an agreement with Susan Woolley, Esq., a licensed attorney with expertise in employment investigations, to conduct three personnel investigations in the amount of Thirty Thousand dollars ($30,000), which is the City Manager's authorized spending limit approved by City Council Resolution No. 2019-27-3111. The agreement was made pursuant to the powers and duties conferred to the City Manager by Section 2.13.040(H) of the Irwindale Municipal Code. Due to the scope and complexity of the investigations, it is necessary to increase the agreement amount to cover the additional work required to complete the ongoing investigations.

The estimated cost for these investigations is $115,000. Sufficient funding is available in the Risk Management Liability Claims account and staff are requesting City Council consent to authorize the City Manager to approve the related expenditures up to this amount.

The original agreement did not reflect a maximum compensation amount. Accordingly, no amendment to the agreement is required to reflect the additional expenditure.

Fiscal Impact:

No additional appropriation is required.

Attachments:

None

Item #17.K.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of a Side Letter of Agreement Between the City of Irwindale and the Irwindale Police Officers' Association (IPOA)

City Manager's Recommendation:

Adopt Resolution No. 2025-102-3690, approving the Side Letter of Agreement between the City of Irwindale and the Irwindale Police Officers' Association (IPOA).

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources / Risk Manager

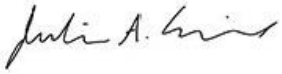
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On December 11, 2024, the City Council approved a Memorandum of Understanding ("MOU") between the City of Irwindale ("City") and the Irwindale Police Officers' Association ("IPOA") for the term of July 1, 2024, through June 30, 2027. Among its provisions, the MOU established Minimum Staffing Level ("MSL") requirements as outlined in Section 14.06.

The City and the IPOA have identified the need to clarify the application of the MSL provisions as they relate to the deployment of the K-9 officer unit. Pursuant to their obligation to meet and confer in good faith, representatives from the City and the IPOA engaged in discussions and reached an agreement regarding the use of the K-9 officer unit under the existing MSL provisions.

This agreement is memorialized in Exhibit "A" to Resolution No. 2025-102-3690 ("Side Letter Agreement"). The Side Letter clarifies operational parameters for K-9 deployment within the MSL framework and remains in effect only during the current term of the MOU (July 1, 2024 through June 30, 2027).

Fiscal Impact:

There is no fiscal impact associated with the approval of this Side Letter of Agreement.

Attachments:

1. Resolution No. 2025-102-3690

RESOLUTION NO. 2025-102-3690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION

WHEREAS, the City Council approved the Memorandum of Understanding between the City and the Irwindale Police Officers' Association ("IPOA") for the period of July 1, 2024 through June 30, 2027 ("MOU") at its regularly scheduled meeting on December 11, 2024; and

WHEREAS, in the MOU, the City and the IPOA agreed, among other terms, to Minimum Staffing Level ("MSL") provisions as set forth in Section 14.06; and

WHEREAS, during the term of the MOU, the City and the IPOA desire to clarify the MSL provisions related to the use of the K-9 officer unit; and

WHEREAS, the City's and IPOA's authorized representatives met and conferred in good faith and have reached the agreements as stated in the Side Letter of Agreement between the City and the IPOA attached hereto as Exhibit "A"; and

WHEREAS, the City Council now desires to approve the agreements reflected in the Side Letter of Agreement between the City and IPOA attached hereto as Exhibit "A."

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

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

SECTION 2. The City Council hereby approves and adopts the "Side Letter of Agreement between the City of Irwindale and the Irwindale Police Officers' Association", attached hereto as Exhibit "A."

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

PASSED, APPROVED, AND ADOPTED this 12th day of November, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, Deputy City Clerk

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

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-102-3690 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 12th day of November 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, CMC
Deputy City Clerk

EXHIBIT "A" TO RESOLUTION 2025-102-3690

SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION

[on following pages]

SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF IRWINDALE AND
THE IRWINDALE POLICE OFFICERS' ASSOCIATION

This Side Letter of Agreement ("Side Letter") is entered into by and between the City of Irwindale ("City), and the Irwindale Police Officers' Association ("IPOA"). City and IPOA may be referred to, individually or collectively, as "Party" or "Parties."

The Parties have previously entered into that certain Memorandum of Understanding, covering the period July 1, 2024 through June 30, 2027 (the "MOU"), governing the wages, hours and working conditions for IPOA members employed by the City in its Police Department. In the MOU the Parties agreed, among other terms, to Minimum Staffing Level ("MSL") provisions as set forth in Section 14.06.

The City's labor representatives met and conferred with IPOA representatives in good faith on the above stated matters pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") (California Gov't Code §3500 *et seq*.). As a result of these meet and confer negotiation sessions, the parties reached the following agreements.

1. During the current term of the MOU (July 1, 2024 through June 30, 2027), in the event an employee calls in sick for their scheduled workday in accordance with department policy, the watch commander will utilize the K-9 unit officer or a traffic officer in lieu of calling in another officer to cover MSL for the duration of the K-9 officer's or traffic officer's scheduled shift.

2. Section 14.06 of the MOU regarding MSL shall be interpreted consistent with Section 1 of this Side Letter only during the current term of the MOU (July 1, 2024 through June 30, 2027).

3. This Side Letter Agreement reflects the resolution of meet and confer efforts by both the City and IPOA regarding the issues set forth herein.

The undersigned represent that they have read and understand the terms of this settlement and that they are authorized to execute this Side Letter Agreement on behalf of their principals. This Side Letter Agreement shall have no force or effect unless or until approved and signed by the represented parties below and approved by the City Council.

IT IS SO AGREED:

CITY:

_____ _____
Julian A. Miranda Date
City Manager

_____ _____
Mary Hull Date
Human Resources
Manager

IPOA:

_____ _____
Manuel Campos Date
IPOA President

_____ _____
Jesus Bravo Date
IPOA Vice-President

Item #17.L.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Waive Formal Bidding and Award a Contract to Ireland Sound Systems, Inc. for an Audio Visual System for the Irwindale Aquatics Facility Through a Cooperative Purchase Process

City Manager's Recommendation:

Adopt Resolution No. 2025-104-3692, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH IRELAND SOUND SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF A FACILITY-WIDE AUDIO SYSTEM, VIDEO PROJECTOR, AND ROLL-DOWN SCREEN FOR THE IRWINDALE AQUATICS."

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:
Jeff Wagner, IT Manager — Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Irwindale Aquatics Facility hosts a variety of public programs, including swim lessons, classes, and community events. At present, the facility does not have an integrated audio or video system capable of supporting facility-wide announcements, presentations, or live streaming of events. During the demolition phase of the Aquatics Improvement Project, completed in April 2025, much of the existing wiring and related infrastructure was damaged. Although new wiring was installed as part of the repairs, many of the existing audio system components, including speakers and controllers, were determined to be nonfunctional due to age and deterioration. As a result, the facility currently lacks a reliable communication and multimedia system to effectively support day-to-day operations, public programming, and community events.

The proposed project aims to enhance both the operational efficiency and visitor experience by integrating a professional-grade streaming audio and video system. The system will provide the ability to broadcast music, make announcements throughout the facility, and project video or presentations for community programming and special events such as dive in movies or the annual luau.

A comprehensive proposal was received from Ireland Sound Systems Inc., under Proposal No. PR1381 REV 3, which outlines the technical specifications, equipment list, and installation scope for a complete, turn-key audio-visual system.

The proposed system includes the installation of:

- A centralized streaming audio system with eight multi-zone outdoor rated speakers covering the entire pool deck and locker rooms of the Aquatics Facility.
- An outdoor video projection system with a high-lumen projector and motorized roll-down projection screen.
- Control interfaces allowing staff to easily manage audio zones, volume, and input sources.
- Professional cabling, mounting, and configuration to ensure system reliability and ease of use.
- The design and equipment proposed are consistent with modern facility standards, offering flexibility for community events, fitness programming, and public information displays.

This procurement will be conducted through an authorized cooperative purchasing agreement, ensuring competitive pricing while expediting delivery and installation. Irwindale Municipal Code Section 3.44.080(E), outlines that bidding may be dispensed with when, through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained. The quote provided by Ireland Sound Systems, Inc. meets this requirement of the municipal code section. The California Multiple Award Schedule (CMAS) contract provides for the purchase, hardware software, warranty, and installation of hardware to CMAS members using the contract. Ireland Sound Systems, Inc. is an authorized dealer and provided the quotes under the CMAS contract number 3-25-08-1028.s

Fiscal Impact:

The Audio Visual systems were budgeted in FY 2024-2025 and carried forward to FY 2025-2026. This project was delayed due to the completion of the Pool Rehabilitation Project in April 2025. Sufficient

funding is available for this purchase and no additional funding is being requested.

Attachments:

1. Resolution No. 2025-104-3692
2. Attachment A
3. DGS CMAS #3-25-08-1028
4. (IRW) Agreement for Contract Services Between City and Ireland Sound Systems Inc

RESOLUTION NO. 2025-104-3692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080(E), AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH IRELAND SOUND SYSTEMS, INC. FOR THE PURCHASE AND INSTALLATION OF FACILITY-WIDE AUDIO SYSTEM AND VIDEO PROJECTOR WITH ROLL DOWN SCREEN FOR THE IRWINDALE AQUATICS.

WHEREAS, the Irwindale Aquatics Facility recently rehabilitated the pool and the entire pool deck, damaging existing wiring infrastructure and making the current 20-year audio systems inoperable; and

WHEREAS, replacing the outdated and nonfunctional system with new technology will improve efficiency, reliability, and the overall experience for facility users; and

WHEREAS, a modern, integrated audio and video system is necessary to ensure clear communication for patrons and staff, enhance the delivery of programming, support community events, and maintain operational safety throughout the facility; and

WHEREAS, Irwindale Municipal Code Section 3.44.080(E), outlines that bidding may be dispensed with when through cooperative purchasing with the state, the county, and other public agencies, the advantages of large-scale buying may be obtained. The quote received for the facility-wide audio system and video projection meet this requirement of the municipal code section; and

WHEREAS, California Multiple Award Schedule (CMAS) offers a Dealer Program that provides select reseller parties the ability to sell to CMAS members using the DGS CMAS #3-25-08-1028 contract. Ireland Sound Systems, Inc. is an authorized dealer and provided quotes under DGS CMAS #3-25-08-1028 contract.

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

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

SECTION 2. This City Council hereby waives the formal bidding process and finds that a cooperative purchase through CMAS is authorized pursuant to Irwindale Municipal Code Section 3.44.080(E), and authorizes the City Manager to enter into an agreement, subject to City Attorney approval as to form, with Ireland Sound Systems, Inc. for the purchase and installation of facility-wide audio system and video projection for an amount of $57,072.35 (Exhibit " A") plus 5% contingency equaling $2,853.62.

SECTION 3. If any section, subsection, sentence, clause, phase, 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. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of November 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. 2025-104-3692 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of November 2025, by the following vote:

YES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Proposal PR-1381

Date: October 28, 2025

Ireland Sound Systems Inc.

Address: 1232 Monte Vista, Suite 7

Upland CA, 91786

Office: 909-982-2907

Prepared by: Brian Ireland

Mobile: 213-870-5225

Email: proposals@irelandsoundsystems.com

CMAS #: **3-25-08-1028**

Client Name:

City of Irwindale

Project Site:

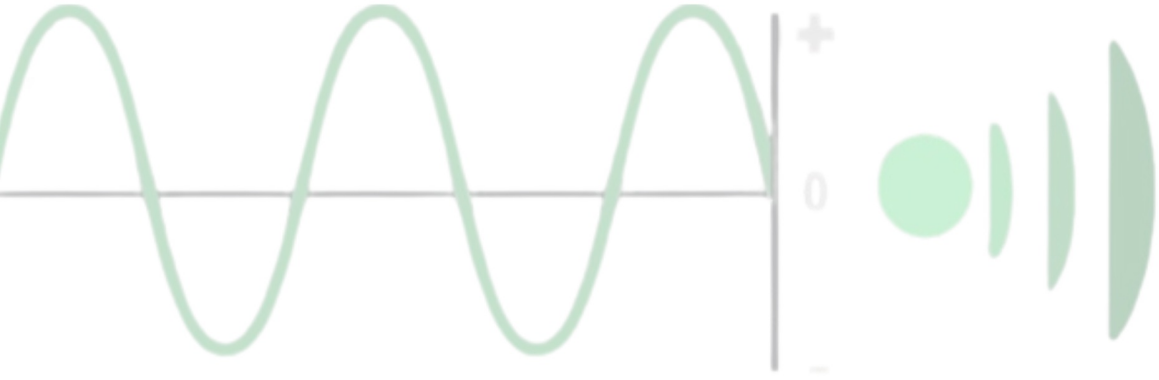
City of Irwindale Aquatic Center

Project Description:

System Upgrade & Additional Screen/Movie Event Install

Project Contact:

Jeff Wagner



*Proposal void after 60 days from the above date.

Project Address: 5050 N Irwindale Blvd Irwindale, CA 91706

Summary:

Ireland Sound Systems proposes a comprehensive audiovisual upgrade for the City of Irwindale Aquatic Center, enhancing the facility's audio coverage, control functionality, and presentation capability.

The upgraded system will provide high-fidelity, even audio coverage across the pool deck, additional loudspeakers to the locker facilities, while introducing a new rear-projection display system for community programming, movie nights, and announcements.

Scope of Work:

Zone 1 – Pool Deck (Main Zone)

- Speaker Upgrade & Expansion:
  - Remove existing speakers on the light poles and replace them with new Renkus-Heinz TX81-WR and TX121-WR weather-resistant loudspeakers
  - Two additional TX81-WR speakers will be added at the pool's surrounding poles to improve audio uniformity across the pool deck and aquatic lanes.
    All speakers will be mounted using corrosion-resistant Renkus-Heinz U-Brackets (CT62-81B / CT151B) and aimed precisely for optimal intelligibility and coverage.
- Projection & Visual System:
  - Install a Christie DWU960-iS laser projector and a Elite Screens outdoor-rated 226" rear-projection screen mounted to the crossbeam, visible from both the pool and pool deck.
  - The system will support community events, presentations, and video playback directly from the Tascam BD-MP1 Blu-ray player and WiiM Pro network streamer, controlled via Crestron automation.
- Amplification, Processing & Control:
  - Deploy a Biamp TesiraFORTÉ AI DSP for digital audio processing, integrated with a Yamaha XMV4280 amplifier for distributed 70V output.
    The system will feature a Crestron RMC4 control processor and TS-770R touch panel, paired with a Biamp Apprimo TEC-X 2000 wall controller for local volume and source selection.
  - Video routing will utilize Crestron DM Lite TX/RX extenders for signal transport between the rack and projector.

*

Project Address: 5050 N Irwindale Blvd Irwindale, CA 91706

- Rack & Infrastructure:
  - All equipment will be securely mounted in a Middle Atlantic SRSR-X-12 pull-out rack, installed in a ventilated, protected location for easy service access.
  - Wiring, terminations, labeling, and DSP programming will be performed to industry best practices, with final equalization and tuning for intelligibility and balanced coverage.

Zone 2 – Locker Room / Restroom Facility

- Remove and replace exsisting speakers with new weather-rated loudspeakers.
- Extend zone audio from the main DSP for ambient background music and paging.
- Tune and balance the zone to appropriate levels for an indoor, reverberant environment

System Commissioning & Handoff:

- Complete DSP programming, Crestron automation, and user interface setup.
- Conduct system testing, alignment, and final commissioning for both audio and video.
- Provide end-user orientation and operational training upon completion.
- Deliver as-built documentation, equipment inventory, and warranty information.

Warranty & Support:

- **1-Year workmanship warranty** on installation and labor.
- Manufacturer warranties apply per individual product.
- Ongoing service support available through Ireland Sound Systems.

***Notes*:**

- *ISS CMAS #: 3-25-08-1028*
- *All labor costs are based on current prevailing wage standards.*
- *All pricing is compliant with, and is available at **GSA Advantage!**.*

Technical Description

S.No.	Make and Model	Description
1	Elite Screens ELT-1610-226OD-CUST	Elite Screens custom outdoor-rated, motorized projection screen
2	AtlasIED SM42TEN-B	EN54-24 Certified 4-inches 2-Way All Weather Speaker with 16-Watt 70V/100V Transformer (Black)
3	Renkus-Heinz UBRKT/CT62-81B	Single U-Bracket (Weather Resistant for the CA/TA62/81 & CX/TX62/81. For White replace "B" with "W"
4	Renkus-Heinz UBRKT/CT151B	Single U-Bracket (Weather Resistant for the CA/TA151 & CX/TX151. For White replace "B" with "W"
5	Tascam BD-MP1	Professional-Grade Blu-ray Player With SD & USB Playback
6	WiiM WiiM Pro	WiiM Pro AirPlay 2 Receiver, Google Cast Audio, WiFi Multiroom Streamer, Compatible with Alexa, Siri and Google Assistant, Stream Hi-Res Audio from Spotify, Amazon Music, Tidal and More
7	Shure QLXD2/B58=-G50	Handheld Transmitter with Beta58A Microphone
8	Shure QLXD4=-G50	Half-Rack, Single Channel Receiver
9	Christie 104-135101-01	High-quality projector with advanced display technology and versatile connectivity options.
10	Yamaha XMV4280	4-Channel x 280w (4/8 ohm) or 250w (70/100V); YDIF digital input
11	Christie 171-031105-02	DWU960-iS Black; DWU960-iS Black, 1DLP, Solid State, WU 1920X1200, 9,600lms ISO, 30lbs - fixed lens (1.25-2.0 throw ratio)
12	Middle Atlantic SRSR-X-12	SRSR EXTENDED,12 SPACE
13	Crestron TS-770R-W	7 in. Tabletop Touch Screen, Crestron Home OS Version, White
14	Crestron RMC4	4-Series™ Control System

S.No.	Make and Model	Description
15	Crestron HD-RXC-4KZ-101	DM Lite 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable
16	Crestron HD-TX-101-C-1G-E-W-T	DM Lite® Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White Textured [Limited Supply]
17	Biamp Apprimo TEC-X 2000 Black	Touch-enabled control pad, black
18	Biamp TesiraFORTÉ AI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, and 8 channels configurable USB audio
19	Renkus-Heinz TX81-WR	Non-Powered, 250W Pgm @ 16 Ohms; Sensitivity 96dB 1W/1m, whole space
20	Renkus-Heinz TX121WR	Non-Powered, 600W Pgm @ 8 Ohms; Sensitivity 97dB 1W/1m, whole space

Rooms & Items

sample design

S.No.	Image	Make and Model	Qty
1		Christie 171-031105-02	1
2		Elite Screens ELT-1610-226OD-CUST	1
3		Christie 104-135101-01	1
4		Tascam BD-MP1	1
5		WiiM WiiM Pro	1
6		Yamaha XMV4280	1
7		Renkus-Heinz TX121WR	2
8		Renkus-Heinz UBRKT/CT151B	2
9		Renkus-Heinz TX81-WR	4
10		Renkus-Heinz UBRKT/CT62-81B	4
11		AtlasIED SM42TEN-B	2
12		Shure QLXD2/B58=-G50	1
13		Shure QLXD4=-G50	1
14		Crestron TS-770R-W	1

S.No.	Image	Make and Model	Qty
15		Crestron RMC4	1
16		Crestron HD-TX-101-C-1G-E-W-T	1
17		Crestron HD-RXC-4KZ-101	1
18		Biamp Apprimo TEC-X 2000 Black	1
19		Biamp TesiraFORTÉ AI	1
20		Middle Atlantic SRSR-X-12	1

Total Price : $38,166.31

Pricing Breakdown

DESCRIPTION	PRICE
Equipment	$38,166.31
Equipment Tax	$3,912.04
Labor	$14,994.00
Design	*$780.00*
Installation	*$11,372.00*
Project Management	*$926.00*
Programming	*$1,916.00*
Shipping	$0.00
Estimated Total	**$57,072.35**

Ireland Sound Systems

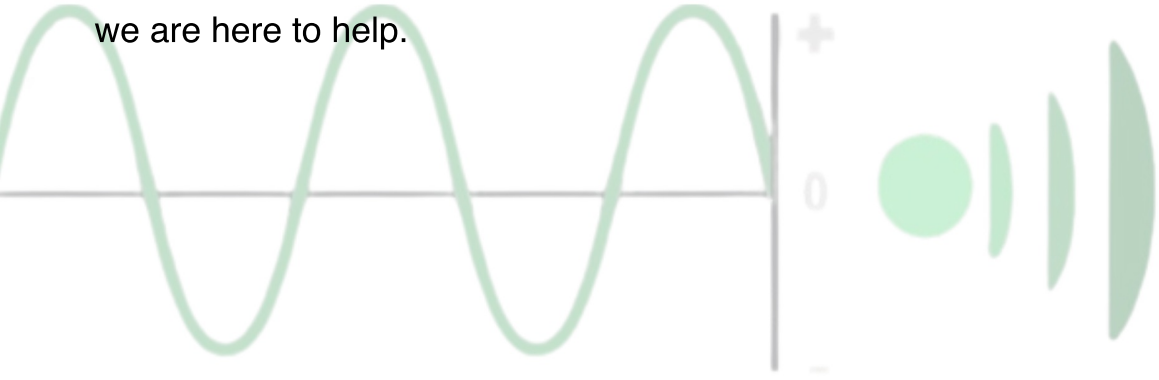
Ireland care

At Ireland Sound Systems, we understand the value of your investment in equipment and technology. That's why we provide ongoing, prompt, and reliable support to help you resolve any issues that may arise. Each Ireland Sound Systems installation comes with a one-year service package, but we also offer extended plans to ensure your system continues to perform as expected. These plans offer 3 different levels of support to help you find the best fit for your individualized needs.

When your installation is complete, we begin the next stage of our relationship: Ireland Care. This comprehensive service offers both remote and on-site support to keep your equipment and technology running smoothly, now and in the future.

Our service plans are designed to cover everything, including system integrations, programming, software, networks, and internet connectivity. We handle diagnosing, troubleshooting, monitoring, updating, and maintaining your systems, so you never have to worry. In addition, we schedule periodic wellness visits to calibrate, update, and run performance checks on your equipment and systems.

With Ireland Care, you can rest assured knowing that if an issue arises with your system, we are here to help.



*Visit our website for more details.

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

Ireland Sound Systems, Inc.

CMAS NUMBER:	**3-25-08-1028**
CMAS TERM DATES:	08/25/2025 through 09/26/2029
EFFECTIVE DATE:	08/25/2025
CMAS CATEGORY:	Information Technology – General Provisions Cloud Computing Services and Non-Cloud Goods & Services
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	**IT Non-Cloud** February 20, 2025 **IT Cloud** February 20, 2025
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA19D00MM
BASE SCHEDULE HOLDER:	TD SYNNEX Corporation
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), Software as a Service (SaaS), and other cloud computing services. (See page 4 for the restrictions applicable to this CMAS.)

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
IRELAND SOUND SYSTEMS, INC.
CMAS NUMBER 3-25-08-1028

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

Buyers must verify that the CMAS contractor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS contractor is providing installation, maintenance, and repair services.

The services provided under this CMAS are only available in support of the products covered by this CMAS.

The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions.

Agency non-compliance with the requirements may result in the loss of CMAS program delegated purchasing authority.

CMAS contractor non-compliance with the requirements may result in termination.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
IRELAND SOUND SYSTEMS, INC.
CMAS NUMBER 3-25-08-1028

CMAS PRODUCT & SERVICE CODES

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Crestron
Brand-Da-Lite
Brand-Samsung
Brand-Sony
Audio/Video-Switching Systems
Projection-Projector
Projection-Screen
Public Address-Accessories
Public Address-System
Recording Equip-Digital Audio
Service-Hardware Installation
Service-On Site Support
Service-Technical Support
Video Equip-Digital Camera
Video Equipment-Audio
Video Equipment-Camera
Video Equipment-Professional
Video-Projection
Video-Surveillance Camera
Wire-Cable (Various)

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), Software as a Service (SaaS), and other cloud computing services.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

1) If products, a listing of all products available for the contractor under this contract
2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

EXCLUDED PRODUCTS AND/OR SERVICES

The purchase of non-Information Technology products, software maintenance as a service, consulting services, training courses, and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

Ireland Sound Systems, Inc.
1232 Monte Vista Avenue, Suite 7
Upland, CA 91786
Attn: Patrick Ireland

E-mail: pat@irelandsoundsystems.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Patrick Ireland
Phone: (909) 518-4649
E-mail: pat@irelandsoundsystems.com
Website: https://www.irelandsoundsystems.com/

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 023-722841. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

CMAS PRICES

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

The ordering agency is encouraged to seek prices lower than those in the base schedule. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains dollar volume and prompt payment discounts. See the base schedule for the specific discount percentage.

ACQUISITION OF IAAS AND/OR PAAS

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06. State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Special Provisions.

DELIVERY

30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."

- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Special Provisions, Conflict of Interest, for more information.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), the monthly cost (or other intermittent cost), and any other information pertinent to the services. The cost for each line item must be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

3. Multiple CMAS Agreements on a Single Purchase Order

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

> Original orders, which include options for changes (e.g., quantity or time), that were assessed and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

> If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed $250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 1784260 expires on 01/31/2027.

If this certification has expired, the current expiration date should be verified at Cal eProcure. The OSDS contact information can be found on the OSDS website. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their SB or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified SB or DVBE. The CMAS contractor will provide the ordering agency with the name of the SB or DVBE used and the dollar amount the ordering agency can apply towards its SB or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

    a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

    b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:

        i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

        ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and

iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and

iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature and does not provide a Commercially Useful Function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

WITHHOLD LANGUAGE (SB588)

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold $10,000 from the final payment, or the full final payment if less than $10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct $10,000 from the final payment or the full payment if less than $10,000.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

STATE AGENCY BUY RECYCLED CAMPAIGN

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste) to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment per the definitions provided in the SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website.

Information on the E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400 can be found at the CALPIA website.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than $100,000	8 months	6 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM 4819.2.

Cost	Installation	Final Bid Submission
More than $100,000	6 months	4 months
$10,000 up to $100,000	4 months	3 months
Less than $10,000	1 month	1 month

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc. are adhered to by the prime contractor as well as any subcontractor during performance under the CMAS purchase order.

The bond amount for public works is not less than 100% of the purchase order price.

NOTE: In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office and will be made available upon request. The prevailing wage rates are available from DIR at www.dir.ca.gov (select Statistics & Research).

Bonds: For guidelines, see CMAS, Special Provisions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 744332. This is a Class C-7 - Low Voltage Systems, B - General Building, and C10 - Electrical license that is valid through 01/31/2026.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

NOT SPECIFICALLY PRICED ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or $25,000 whichever is lower.

6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works and other services NOT in support of the products covered by this CMAS.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including Universities of California, California State Universities, K-12 schools, and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

Instructions or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base schedule, packaging, invoices, catalogs, brochures, technical data sheets, or other documents (see CMAS Special Provisions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

The incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

For more information on the incentive fees see the CMAS Management Guide.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match, or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is $100,000.

8. Lease/Purchase Analysis

California State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental and retain a copy for future audit purposes (SAM 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at SFM@dgs.ca.gov for further information.

10. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

OBTAINING COPY OF CMAS

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS Special Provisions conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

AMERICANS WITH DISABILITY ACT

To view the DGS Accessibility Policy, please visit the DGS website.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
IRELAND SOUND SYSTEMS, INC.

OF THE

AQUATICS AUDIO & VIDEO SYSTEM INSTALLATION

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this xx day of November 2025, by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and IRELAND SOUND SYSTEMS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction. California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq*., and all other applicable l

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Fifty-One Thousand Fifty Dollars and Fifty-Five Cents ($151,050.55) ("Contract Sum").

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of 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 one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Patrick Ireland, 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 Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all

services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for

each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.2 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

5.4 Performance Bond. Concurrently with execution of this Agreement, Consultant shall deliver to City a performance bond in the sum of the amount of this Agreement,

in the form provided by the City Clerk, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Consultant promptly and faithfully performs all terms and conditions 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.

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 and Electronic Signatures. 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. 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.

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

IRELAND SOUND SYSTEMS, INC.

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 1761 E. Washington, Pasadena, CA 91104_____
_____
_____

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001 2062160.2

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001 2062160.2

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

AUDIO & VIDEO SYSTEM INSTALLATION (Proposal PR-1381 – $57,072.35 total)

Hardware:

Item:	Description	QTY
Video Equipment		
Christie 171-031105-02	Christie High-brightness 9600-Lumen WUXGA Laser DLP Projector	1
Christie 104-135101-01	Christie HD Projection Zoom Lens	1
Elite Screens ELT-1610-226OD-CUST	226" outoor rated rear-projection electric roll-down screen	1
Tascam BD-MP1	Professional-grade blu-ray player with SD & USB playback	1
Crestron TS-770R-W	Wall-mounted touchscreen interface for video system operation	1
Crestron RMC4	Controller for Touchscreen Control Panel	1
Crestron HD-TX-101-C-1G-E-W-T	Video trasmitter to projector	1
Crestron HD-RXC-4KZ-101	Control for routing from multiple video sources	1
Audio Equipment		
Yamaha XMV4280	Multi-zone audio amplifier to power distributed speaker zones throughout facility	1
Wiim Pro	Streaming music player with Wi-Fi, Google Cast, Apple AirPlay, and Bluetooth	1
Renkus-Heinz TX121WR	Outdoor rated surface-mounted speakers for pool deck and exterior use	2
Renkus-Heinz UBRKT/CT151B	Renkus-Heinz TX121WR speaker brackets	2
Renkus-Heinz Tx81-WR	Outdoor rated pole-mounted speakers for pool deck and exterior use	4
Renkus-Heinz UBRKT/CT62-81B	Renkus-Heinz Tx81-WR speaker brackets	4
AtlasIED SM42TEN-B	2-Way All Weather Speaker with 16-Watt	2
Shure QLXD2/B58-G50	Digital handheld wireless microphone transmitter	1
Shure QLXD4-G50	Digital wireless receiver with high-contrast LCD	1
Biamp TesiraFORTE AI	Digital audio processor with 12 analog inputs and 8 analog outputs	1
Biamp Apprimo TEC-x 2000 Black	Wall-mounted touchscreen interface for audio volume and source seletion	1
Middle Atlantic SRSR-X-12	19" floor-standing equipment rack with cable management	1

Labor, Materials, and Programming

Zone 1 - Pool Deck (Main Zone)

- Speaker Upgrade & Expansion:
    - Remove existing speakers on the light poles and replace them with new Renkus-Heinz TX81-WR and TX121-WR weather-resistant loudspeakers

    - Two additional TX81-WR speakers will be added at the pool's surrounding poles to improve audio uniformity across the pool deck and aquatic lanes. All speakers will be mounted using corrosion-resistant Renkus-Heinz U-Brackets (CT62-81B/CT151B) and aimed precisely for optimal intelligibility and coverage.
- Projection & Visual System
    - Install a Christie DWU960-iS laser projector and a Elite Screens outdoor-rated 226" rear-projection screen mounted to the crossbeam, visible from both the pool and pool deck.
    - The system will support community events, presentations, and video playback directly from the Tascam BD-MP1 Blu-ray player and WiiM Pro network streamer, controlled via Crestron automation.
- Amplification, Processing & Control:
    - Deploy a Biamp TesiraFORTE Al DSP for digital audio processing, integrated with a Yamaha XMV4280 amplifier for distributed 70V output. The system will feature a Crestron RMC4 control processor and TS-770R touch panel, paired with a Biamp Apprimo TEC-X 2000 wall controller for local volume and source selection.
    - Video routing will utilize Crestron DM Lite TX/RX extenders for signal transport between the rack and projector.
- Rack & Infrastructure:
    - All equipment will be securely mounted in a Middle Atlantic SRSR-X-12 pull-out rack, installed in a ventilated, protected location for easy service access.
    - Wiring, terminations, labeling, and DSP programming will be performed to industry best practices, with final equalization and tuning for intelligibility and balanced coverage.

Zone 2- Locker Room/ Restroom Facility

- Remove and replace existing speakers with new weather-rated loudspeakers.
- Extend zone audio from the main DSP for ambient background music and paging.
- Tune and balance the zone to appropriate levels for an indoor, reverberant environment

System Commissioning & Handoff:

- Complete DSP programming, Crestron automation, and user interface setup.
- Conduct system testing, alignment, and final commissioning for both audio and video.
- Provide end-user orientation and operational training upon completion.
- Deliver as-built documentation, equipment inventory, and warranty information.

Warranty & Support:

- 1-Vear workmanship warranty on installation and labor.
- Manufacturer warranties apply per individual product.
- Ongoing service support available through Ireland Sound Systems.

Notes:

- ISS CMAS #: 3-25-08-1028
- All labor costs are based on current prevailing wage standards.
- All pricing is compliant with, and is available at GSA Advantage.

II. Consultant represents and warrants that it has inspected or inquired into the City's current infrastructure, equipment, computer system and software and that the Access Control & Surveillance System provided by Consultant under this Agreement is compatible and shall be fully functional with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as material consideration in entering into this Agreement.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.1, Scope of Services, is amended as provided herein

"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. ***Consultant further represents that the Audio and Video Systems provided under this Agreement will be compatible and fully functional with the City's existing infrastructure, equipment, computer system, and software, as further detailed in Exhibit "A".***"

EXHIBIT "C"

SCHEDULE OF COMPENSATION

DESCRIPTION	PRICE
Equipment	$38,166.31
Equipment Tax	$3,912.04
Labor	$14,994.00
Design	*$780.00*
Installation	*$11,372.00*
Project Management	*$926.00*
Programming	*$1,916.00*
Shipping	$0.00
Estimated Total	**$57,072.35**

I. 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.

II. 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.

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

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $151,090.55, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant to provide City with the schedule of performance upon conclusion of the project kickoff meeting.**

II. **Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding one (1) year from the date hereof.**

III. **The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

Item #17.M.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Adoption of the City of Irwindale Public Library Collection Development Policy

City Manager's Recommendation:

Adopt Resolution No. 2025-106-3694, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE CITY OF IRWINDALE PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY;" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Shayna Balli, City Librarian

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 is committed to governing the selection of materials included in the library collection. The attached City of Irwindale Public Library Collection Development Policy is intended to provide the community and library staff documentation which informs and supports the development of the library collection. The attached Policy includes the specific language required under the California Freedom to Read Act (AB 1825).

Fiscal Impact:

There is no fiscal impact related to this agenda item.

Attachments:

1. Resolution No. 2025-106-3694
2. Attachment "A": Collection Development Policy

RESOLUTION NO. 2025-106-3694

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING THE CITY OF IRWINDALE PUBLIC LIBRARY COLLECTION DEVELOPMENT POLICY

WHEREAS, the City of Irwindale is committed to governing the selection of materials included in the library collection; and

WHEREAS, in September 2024, California passed the California Freedom to Read Act (AB 1825) which requires specific language to be used in a library's collection development policy; and

WHEREAS, a formal Collection Development Policy informs members of the public and staff documentation which informs and supports the development of the library collection.

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

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

SECTION 2. The City of Irwindale Public Library Collection and Development Policy as Exhibit "A" is hereby approved.

SECTION 3. If any section, subsection, sentence, clause, phase, 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. This Resolution shall take effect immediately and the Chief Deputy City Clerk shall attest to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 12th day of November 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. 2025-106-3694 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of November 2025, by the following vote:

YES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

City of Irwindale

Irwindale Public Library Collection Development Policy

Irwindale PUBLIC LIBRARY

Draft: November 5, 2025

MISSION STATEMENT

To provide access to ideas, knowledge, and intellectual resources in various formats that satisfy the educational and recreational needs of the community; to develop and provide services for the community with an awareness of the differing needs of different people and to be a lifelong learning center for all customers, patrons, or the community.

PURPOSE

The Collection Development Policy ("Policy") reflects the mission of the Irwindale Public Library ("Library") and serves as a guide for staff in regard to collection development, management, and material selection. The Policy also serves to inform the public about the Library's collection and the principles that govern the selection process.

The Irwindale Public Library promotes equitable access by following the guidelines set forth by the American Library Association's "Library Bill of Rights," "Freedom to Read," and "Freedom to View," as outlined in the Appendix section. Further, the California Freedom to Read Act, AB 1825, passing in 2024, requires the following statements to be included in public library collection development policies:

1. The collection meets the broad and diverse interests of the community and respects both the library's autonomy and their specific community needs.
2. The public library serves as a center for voluntary inquiry and the dissemination of information and ideas.
3. Library materials should be provided for the interest, information, and enlightenment of all people, and should present diverse points of view in the collection as a whole.
4. The right of the public to receive access to a range of social, political, aesthetic, moral, and other ideas and experiences is acknowledged.

The Library will continuously work to provide a current and relevant collection of materials and resources that anticipate and meet the needs of its community.

RESPONSIBILITY FOR SELECTION AND COLLECTION MAINTENANCE

Selection and collection maintenance of Library materials is delegated to qualified Library staff, under the authority and at the discretion of the City Librarian. All staff members and the City of Irwindale community are encouraged to recommend materials for consideration.

SELECTION CRITERIA

All materials, whether purchased or donated, are considered in terms of the criteria listed below. An item need not meet all these standards in order to be added to the collection.

- Popular interest or demand
- Contemporary significance

- Currency of information
- Authority
- Comprehensiveness and accuracy
- Local emphasis
- Readability and style
- Objectivity
- Creative, literary, or technical quality
- Representation of diverse points of view
- Sustained interest
- Relevance and use of information
- Relationship to other materials and adequacy of coverage in subject area
- Significance of item within subject area
- Professional reviews from a variety of sources
- Relationship to materials in other area libraries
- Requests from the public
- Cost and availability
- Physical appearance and condition
- Space limitations

In congruence with our support of equitable access, all Library cardholders have the right to access all materials in the Library. Parents and legal guardians have the responsibility to monitor the use of library materials by their children.

SCOPE OF COLLECTION

The Library maintains a varied and current collection covering a wide range of subjects, points of view and formats. The Library's collections are dynamic, with an emphasis on up-to-date and in-demand materials. The primary responsibility of the Library is to serve its community by providing a broad choice of materials that includes, but not limited to, books, magazines and newspapers, audiobooks, DVDs, eBooks, electronic databases, and downloadable audiobooks to meet informational, educational, and recreational needs.

Collections are developed in response to current use patterns, community needs, budgetary and space constraints, evolving technology, and the Library's mission. The collection embraces broad fields of knowledge with basic, representative works in most subject areas, emphasizing materials that are useful for the public. Textbooks and materials of a highly technical or specialized nature of limited community interest are generally not part of the collection.

Collections in languages other than English will be guided by needs of significant population groups living within the City of Irwindale. Access to other specialized and comprehensive collections that exist elsewhere in the state of California may be provided through interlibrary loan.

SUGGESTIONS FOR PURCHASE

Recommending a title for our collections enables the Library users to request that the Library purchase a particular item, title, or subject. These suggestions are used to help the Library develop collections which serve the interests and needs of the community. Suggested items are not automatically added to the collection, and all suggestions for purchase are subject to the same criteria as other materials. Budget and space constraints may also apply.

COLLECTION MAINTENANCE

The CREW Method, Continuous Review, Evaluation, and Weeding, is used to maintain a current, useful, and dynamic collection that makes the best use of floor and shelf space. At the same time, it also assesses the collection's strengths and weaknesses. The CREW Method recommends removal of an item if it fits one or more of the following conditions:

- Misleading or factually inaccurate
- Worn and torn or in disrepair
- Superseded by a newer edition
- Trivial or of no real discernable value
- Irrelevant to the needs and interests of the community
- Available elsewhere or in a different format

REPLACEMENT

Replacement of damaged, missing, and withdrawn materials is not automatic. The decision to replace is determined by the selection criteria listed in this Policy.

GIFTS

The Library reserves the right to accept or discard, at its discretion, any donated materials.

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIALS

The Library welcomes feedback from Irwindale Residents (“Residents”) about Library resources. Residents have the right to express their concerns about Library materials.

Residents who have a concern about Library material may bring that concern to the City Librarian. If the concern cannot be fully resolved through that conversation, the customer can collect a Request for Review of Library Material form, in person, at the Library. Once the customer returns the completed form, a reevaluation of the material is completed by the City Librarian. Customers who provide their contact information on the form will receive a formal response as to the outcome of that reevaluation from the City Librarian. Items will remain in circulation during the reevaluation process. Only one request per patron will be considered at a time. Once a title has been considered, it will not be reviewed again for a period of two (2) years.

ATTACHMENTS

APPENDIX A	American Library Association’s Bill of Rights
APPENDIX B	The Freedom to Read Statement
APPENDIX C	Freedom to View Statement
APPENDIX D	Request for Review of Library Materials

APPENDIX A

American Library Association's Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

APPENDIX B

The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

   Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

   Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

   No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

   To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

   The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

   It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into

its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

   The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

   We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

APPENDIX C

Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

1. To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

2. To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

3. To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

4. To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

5. To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

APPENDIX D

Request For Review of Library Materials
Irwindale Public Library

Contact Information

Name _____Date_____

Address_____

City_____ State____ Zip_____ Phone_____

Email address_____

Type of Resource

☐ Books ☐ Magazine/Newspaper ☐ DVD ☐ Audiobook

☐ Electronic Database ☐ Other

Title_____

Author/Producer_____Publisher_____

Publication Date/Edition _____Call number, if applicable_____

Please briefly answer the following questions about the material you are requesting for review.

What brought this title to your attention?

Did you read, view, or listen to the entire work or just a portion of the work? ☐ All ☐ Part

Have you seen or heard reviews of this material?

Please describe your concerns regarding this material.

What specific pages or sections are examples of your concerns?

What action are your requesting?

What resource(s) would you suggest to provide additional information on this topic?

Please use the back of this form if additional space is needed.

Thank you for taking the time to complete this form. Your Request for Review will be given careful consideration and a response will be provided.

_____

Signature and Date

Item #17.N.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve the Purchase of Two (2) Electric Vehicle Direct Current Fast Dual Ports Chargers for the Irwindale Civic Center Parking Area and Related Budget Amendment of $150,000 for the Purchase

City Manager's Recommendation:

That the City Council (1) authorize the City Manager to enter into a purchase agreement with Blink Charging for the purchase of two (2) EV Direct Current Fast Dual Ports Chargers; and (2) **adopt Resolution No. 2025-105-3693** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT BY APPROPRIATING $150,000.00 FROM THE GENERAL FUND RESERVES FOR THE PURCHASE OF TWO (2) ELECTRIC VEHICLE DIRECT CURRENT FAST DUAL PORTS CHARGERS FOR THE IRWINDALE CIVIC CENTER PARKING AREA."

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building Official

Prepared by:

Luis Pimentel, Associate Engineer

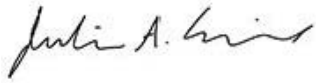
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In September 2024, City staff submitted a rebate application to Southern California Edison (SCE) under the Direct Current Fast Charging (DCFC) Program, which was subsequently approved by SCE. On July 23, 2025, the City entered into an agreement with SCE to participate in the DCFC Program. Through this program, the City was authorized to proceed with the purchase of electric vehicle (EV) chargers and is eligible to receive a rebate of up to $101,888 for the purchase, provided the equipment is procured from SCE's list of approved vendors.

City staff reached out to multiple vendors on the SCE eligible list of vendors and received responsive quotes from 3 vendors. The quotes are ranked as follows:

Vendor	Quote	Rank
Blink Charging	$135,170.70	1
Chargetronix (EV Range)	$154,862.66	2
Lynkwell	$166,730.55	3

Based on the quotes received, the staff recommends purchasing the EV chargers from Blink Charging in the amount of $135,170.70, as they were the lowest and most responsive bidder for these items.

Staff also recommends appropriating $150,000 from the General Fund Reserves and transferring it to Capital Improvement Program (CIP) Project No. 8245 – Civic Center Exterior Improvements Project to fund the purchase of the EV chargers. Any remaining balance after the purchase will be used to address unforeseen issues related to the installation of the equipment.

Fiscal Impact:

The DCFC Program operates as a reimbursement rebate program, requiring the City to first purchase the EV chargers and then submit for reimbursement from SCE. Adopting Resolution No. 2025-105-3693 authorizes the Finance Director to amend the FY 2025-2026 adopted budget by appropriating $150,000 from General Fund Reserves and transferring it to Capital Improvements Program (CIP) Project No. 8245 (Civic Center – Exterior Improvements Project). Upon completion of the purchase, the City will submit the required documentation to SCE to receive the $101,888 rebate.

Attachments:

1. Resolution No. 2025-105-3693

2. Blink Quote - 10_23_2025

RESOLUTION NO. 2025-105-3693

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A BUDGET AMENDMENT BY APPROPRIATING $150,000.00 FROM THE GENERAL FUND RESERVES FOR THE PURCHASE OF TWO (2) ELECTRIC VEHICLE DIRECT CURRENT FAST DUAL PORTS CHARGERS FOR THE IRWINDALE CIVIC CENTER PARKING AREA

WHEREAS, the City of Irwindale applied for the Direct Current Fast Charging (DCFC) Program through Southern California Edison (SCE) to purchase electric vehicle (EV) chargers for the Irwindale Civic Center Parking Area.; and

WHEREAS, due to the addition of the Irwindale Library and the Civic Center Exterior Improvements Project, it is required to install EV chargers per code; and

WHEREAS, through the SCE DCFC program, the city was approved to move forward with the purchase of EV chargers and be reimbursed for the purchase as long as it is through SCE's approved list of vendors; and

WHEREAS, city staff reached out to multiple vendors on the eligible list and received responsive quotes from 3 vendors; and

WHEREAS, Blink Charging was the lowest and most responsive bidder for these EV chargers in the amount of $135,170.70; and

WHEREAS, $150,000 will need to be appropriated from the General Fund Reserves to cover the purchase of these chargers while the City submits and receives reimbursement from SCE in the amount of $101,888 for this purchase.

NOW, THEREFORE, the City Council of the City of Irwindale, California, does hereby resolve as follows:

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

SECTION 4. The City Council hereby approves a budget amendment by appropriating $150,000.00 from the General Fund Reserves to be transferred to the Capital Projects Fund for the Civic Center Exterior Improvements Project (CIP Project No. 8245) and submit the required documentation to SCE to receive the $101,888 rebate.

PASSED, APPROVED and **ADOPTED** this 12th day of November 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, MMC, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-105-3693 as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 12th day of November 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EV Charging Solutions

About Blink

Blink Charging is a leading global designer, manufacturer, owner, operator and provider of electric vehicle (EV) charging equipment and services. As a complete vertically-integrated EV charging company, our industry-leading equipment and robust network of public charging stations are meeting the growing needs of millions of EV drivers everywhere.

Why Choose Blink?

- Flexible business models to meet your needs
- Global cloud-based network to power your management and visibility
- Full range of Residential and Commercial Level 2 and DC fast charging stations
- Commitment to exceptional customer experience with dedicated account management and 24/7 driver support
- Financing and leasing options available

BlinkCharging.com

Customer Details

Contact Name: Luis Pimentel

Phone: +16264302259

Account Name: City of Irwindale

Email: lpimentel@irwindaleca.gov

Billing and Shipping

Bill to Name: City of Irwindale

Bill to Address: , Norwalk, California, United States

Ship to Name: City of Irwindale

Ship to Address: , Norwalk, California, United States

Your EV Charging Industry Expert

Prepared by: Cole Millerd

Phone:

Email: cmillerd@blinkcharging.com

Quote Details

Quote Name: OPP-145842: City of Irwindale - City of Irwindale-

Quote Number: Q-71092

Created Date: 10-22-2025

Reference

Product Name	Qty	List Price	Discount	Net Price	Subtotal
BLNK - CTX 180KW STANDALONE DCFC - CCS1/CCS1	2	$77,499.00	35.00%	$50,374.35	$100,748.70
WARRANTY -EXTENDED - (PARTS AND LABOR) - 180KW - 5 YEARS - EVStar	2	$13,990.00	10.00%	$12,591.00	$25,182.00
NETWORK SERVICE - PUBLIC - 5 YEARS	2	$4,320.00	0.00%	$4,320.00	$8,640.00
FREIGHT	1	$600.00	0.00%	$600.00	$600.00

Total Price:	$135,170.70

Estimated Grand Total:	$135,170.70

*Please Note: Shipping and Handling is an estimate. The actual lead time starts when the client approves the order acknowledgment and provides a ship date. Final cost will be provided upon shipment based on destination.

Sales tax will be charged in select states based on the current rate and the ship to address unless a sales tax exemption form is received prior to shipping.

Tax Exempt

Tax Exempt #:

Cellular Repeater

Please note you may or may not need a cellular repeater at your location.

Some locations, like garages and areas where the cell signal is weak may require a cellular repeater system to make sure they receive a signal. A cellular repeater captures an available signal using an antenna and then amplifies it, then repeats the signal inside the garage or area that has a weak signal.

This Signed Document Shall Serve as a Purchase Order for the Proposed Project

Price does not include final shipping fees nor sales tax.
Cancelled or returned DCFC/Specialty product are subject to a 20% fee.
Quoted price is valid for 30 days from
Created Date.
Payment terms are NET 30 from date of invoice per standard Blink Terms and Conditions, located at https://blinkcharging.com/terms-conditions

By signing you are committing to order the charging solution as defined.

Accepted By Name:

Signature:

Date:

Item #17.O.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for On-call As-needed Construction Management and Inspection Services

City Manager's Recommendation:

That the City Council authorize the City Manager to enter into a professional services agreement with Dudek, FCG Consultants and Coory Engineering for On-call As-needed Construction Management and Inspection services in the amount of $200,000 per contract, subject to approval as to form by the City Attorney.

Administrative Action:

Submitted by:
Eddie Chan, Director of Engineering/Building Official

Prepared by:
Luis Pimentel, Associate Engineer

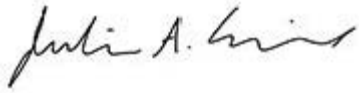
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Public Works Engineering Division oversees all construction activities within the City's public right-of-way. Any work conducted in this area—whether associated with private development projects, the City's Capital Improvement Projects (CIPs), or by contractors and utility companies installing or maintaining their facilities—requires an encroachment permit authorizing such construction. Typical work includes, but is not limited to, the repair or installation of curbs and gutters, sidewalk panels, driveway approaches, water or gas lines, fiber optic cables, electrical poles, and street restorations.

Construction management and inspection services for encroachment permits and development improvements are available 24 hours a day, seven days a week. However, due to limited staffing and increased requests for inspections during non-business hours (nights and weekends), staff cannot cover all projects, including City's CIP projects. Since 2022, the City has relied on on-call consultants to provide these services and will need to continue utilizing consultant support as the current contracts approach expiration.

On September 4, 2025, staff issued a Request for Proposal (RFP) for As-needed Construction Management and Inspection Services. The RFP was sent to select firms that are qualified to provide these services. Staff received proposals from three (3) qualified firms on September 24, 2025 with the following results:

Consultants	Rank
Dudek	1
FCG Consultants	2
Coory Engineering	3

Irwindale Municipal Code (IMC) 3.44.020 Definition of "Services" exempts professional or other contractual services for which the procedure for procurement is specifically provided by law or approved city procedures or are in their nature unique and not subject to competition. The City has adopted a Purchasing Policy which sets forth the procurement process for Professional Services. City staff have complied with Irwindale Purchasing Policy Section 5 Professional Consultant Selection requirements such that the contract is exempt from the centralized purchasing requirements of IMC Chapter 3.44, per IMC sections 3.44.060 and 3.44.080(D). Based on a review of the proposals submitted, Staff evaluated each proposal received and ranked each firm based on experience, staff qualifications and availability.

Due to the increasing number of permits and development projects currently underway and anticipated in the coming years, staff recommends awarding contract agreements to Dudek, FCG Consultants, and Coory Engineering. These firms were selected based on their current services provided to the City, as well as their demonstrated qualifications, relevant experience, staff availability, and the overall quality and thoroughness of their proposals. Each contract will

have a not-to-exceed amount of $200,000 per year and a term of two (2) years, with the option to extend for one (1) additional year. The total possible contract duration will therefore be three (3) years.

The Agreement is being reviewed by the City Attorney's office and is subject to approval by the City Manager and subject to approval as to form by the City Attorney.

Fiscal Impact:

None. Funding for this Agreement will be deducted from deposits provided to the City from the respective current and/or future applicant(s) of private development projects and encroachment permits. For CIP projects, funds will be budgeted for these services in the CIP programs.

Attachments:

1. 11-12-2025 Award of Contract - As-needed Construction Management and Inspection Services - AGREEMENT (Dudek)
2. 11-12-2025 Award of Contract - As-needed Construction Management and Inspection Services - AGREEMENT (FCG)
3. 11-12-2025 Award of Contract - As-needed Construction Management and Inspection Services - AGREEMENT (COORY)

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
DUDEK
FOR
ON-CALL AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of November, 2025 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and Dudek, 687 S. Coast Highway 101, Ste 110, Encinitas, CA 92024 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two Hundred Thousand and 00/100 Dollars ($200,000)** ("Contract Sum") per twelve-month period.

2.2 Invoices. Each month, Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total amount of Fifteen Thousand and 00/100 Dollars ($15,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

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

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

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

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (2) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this

Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

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

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

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

Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of City, provided, however, Consultant shall be responsible for City's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the

absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

Consultant's Authorized Initials _____

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

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

Dudek

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/761286.2

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/761286.2

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following construction inspection services, on an as needed basis, including but not limited to:

A. Design support services:

- Prepare cost estimates.
- Perform value engineering.
- Formal constructability review.
- Bidding assistance.
- Bid documents/proposals review.
- Assist in the conduct of pre-bid/pre-proposal and pre-construction meetings.

B. Construction management services:

- Work with the City, project design team, and General contractor to clearly define roles and responsibilities during construction and develop a construction management plan.
- Manage and conduct meetings with city staff, project design team, and General contractor and produce meeting minutes from each meeting.
- Assure that the project is on schedule and if not, develop recovery plans with General contractor.
- Establish notification procedures for any shutdown of utilities for the progress of the work.
- Coordinate the testing and inspection of the projects and review test reports and make recommendations, as necessary.
- Coordinate the activities of multiple contracts between projects to assure that they are not interfering with each other.
- Prepare monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Review and make recommendations on change order requests from the General contractor. Determine if the requests are legitimate.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Review and document changes requested by the city and project design team and prepare cost estimate for each.
- Prepare and maintain submittals and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Prepare and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design team.

- Prepare weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Prepare a more detailed monthly report on the same items.
- Develop and maintain correspondence logs.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to City.
- Monitor the construction schedule provided by the General contractor.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims and make recommendations.
- Perform field inspection to evaluate work in progress to confirm that it conforms to the contract documents.
- Schedule special inspections.
- Monitor the General contractor's safety program.
- Prepare in conjunction with the design team and city staff all punch-lists. Monitor the completion of the punch-lists by the General contractor.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and delivery of closeout documentation.

C. <u>Construction inspection services:</u>

- Attend pre-construction meetings.
- Review shop drawings and submittals from contractor.
- Provide field inspections of work in progress to ensure compliance with plans and specifications.
- Take digital photos of each construction phase throughout the duration of a project.
- Serve as construction manager and inspector of record (create redline on as-built drawings) for work inspected.
- Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
- Coordinate inspections with utility companies and contractors as necessary.
- Coordinate special testing and inspection work as required.
- Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
- Verify prevailing wages and payroll information.

D. Verify progress payments

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Daily Inspection Logs

B. Photos before, during and after the project

C. Incident reports

D. Punch-list items

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

PROJECT MANAGEMENT

Project Principal/Management Contact
George Litzinger, PE

PROJECT TEAM

Construction Manager Pool
Marius Jaskula, PE, CCM
Jason Lindsau, CCM
Ryan Ruiz, PE
Bill Gallegos
Chad Costello
Nick Reeves

Inspector Pool
Garrett White, QSP
Bian Arii
John Griffin
John Przybyszewski
Tom Ramirez
Jose Luis Sanchez
Sheldon Boren

Each staff member is assigned for the duration of the On-Call Construction Management Contract and will not be reassigned or changed without specific approval of the City and 2 weeks' notice.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope of services at the following rates:

DUDEK 2025 Standard Schedule of Charges

Engineering Services

Project Director	$355.00/hr
Principal Engineer III	$330.00/hr
Principal Engineer II	$315.00/hr
Principal Engineer I	$300.00/hr
Program Manager	$290.00/hr
Senior Project Manager	$290.00/hr
Project Manager	$275.00/hr
Senior Engineer III	$270.00/hr
Senior Engineer II	$260.00/hr
Senior Engineer I	$255.00/hr
Project Engineer IV/Technician IV	$245.00/hr
Project Engineer III/Technician III	$235.00/hr
Project Engineer II/Technician II	$220.00/hr
Project Engineer I/Technician I	$200.00/hr
3D Production Manager	$235.00/hr
Senior Designer II	$220.00/hr
Senior Designer I	$215.00/hr
Designer	$210.00/hr
Assistant Designer	$205.00/hr
CADD Operator III	$200.00/hr
CADD Operator II	$190.00/hr
CADD Operator I	$175.00/hr
CADD Drafter	$160.00/hr
CADD Technician	$145.00/hr
Project Coordinator	$170.00/hr
Engineering Assistant	$145.00/hr

Environmental Services

Senior Project Director	$350.00/hr
Project Director	$300.00/hr
Senior Specialist V	$275.00/hr
Senior Specialist IV	$265.00/hr
Senior Specialist III	$250.00/hr
Senior Specialist II	$235.00/hr
Senior Specialist I	$220.00/hr
Specialist V	$210.00/hr
Specialist IV	$195.00/hr
Specialist III	$185.00/hr
Specialist II	$175.00/hr
Specialist I	$165.00/hr
Analyst V	$155.00/hr
Analyst IV	$145.00/hr
Analyst III	$135.00/hr
Analyst II	$125.00/hr
Analyst I	$105.00/hr
Technician IV	$100.00/hr
Technician III	$90.00/hr
Technician II	$80.00/hr
Technician I	$70.00/hr
Project Coordinator II	$170.00/hr
Project Coordinator I	$135.00/hr

Mapping and Surveying Services

UAS Pilot	$165.00/hr
Survey Lead	$260.00/hr
Survey Manager	$220.00/hr
Survey Crew Chief	$185.00/hr
Survey Rod Person	$145.00/hr
Survey Mapping Technician	$135.00/hr

Construction Management Services

Principal Manager	$215.00/hr
Senior Construction Manager	$195.00/hr
Senior Project Manager	$190.00/hr
Construction Manager	$185.00/hr
Project Manager/Construction Management	$175.00/hr
Resident Engineer	$175.00/hr
Construction Engineer	$175.00/hr
On-site Owner's Representative	$160.00/hr
Prevailing Wage Inspector	$160.00/hr
Construction Inspector	$150.00/hr
Administrator/Labor Compliance	$125.00/hr

Hydrogeology/HazWaste Services

Project Director	$345.00/hr
Principal Hydrogeologist/Engineer III	$320.00/hr
Principal Hydrogeologist/Engineer II	$310.00/hr
Principal Hydrogeologist/Engineer I	$300.00/hr
Senior Hydrogeologist V/Engineer V	$275.00/hr
Senior Hydrogeologist IV/Engineer IV	$265.00/hr
Senior Hydrogeologist III/Engineer III	$255.00/hr
Senior Hydrogeologist II/Engineer II	$245.00/hr
Senior Hydrogeologist I/Engineer I	$235.00/hr
Project Hydrogeologist V/Engineer V	$225.00/hr
Project Hydrogeologist IV/Engineer IV	$215.00/hr
Project Hydrogeologist III/Engineer III	$205.00/hr
Project Hydrogeologist II/Engineer II	$195.00/hr
Project Hydrogeologist I/Engineer I	$185.00/hr
Hydrogeologist/Engineering Assistant	$150.00/hr
HazMat Field Technician	$135.00/hr

District Management & Operations

District General Manager	$225.00/hr
District Engineer	$215.00/hr
Operations Manager	$165.00/hr
District Secretary/Accountant	$150.00/hr
Collections System Manager	$150.00/hr
Grade V Operator	$140.00/hr
Grade IV Operator	$125.00/hr
Grade III Operator	$115.00/hr
Grade II Operator	$95.00/hr
Grade I Operator	$90.00/hr
Operator in Training	$80.00/hr
Collection Maintenance Worker	$85.00/hr

Project Delivery Services

Technology Specialist II	$245.00/hr
Technology Specialist I	$190.00/hr
GIS Analyst V	$220.00/hr
GIS Analyst IV	$200.00/hr
GIS Analyst III	$165.00/hr
GIS Analyst II	$145.00/hr
GIS Analyst I	$130.00/hr
Creative Services IV	$185.00/hr
Creative Services III	$160.00/hr
Creative Services II	$145.00/hr
Creative Services I	$130.00/hr
Technical Editor IV	$185.00/hr
Technical Editor III	$160.00/hr
Technical Editor II	$145.00/hr
Technical Editor I	$130.00/hr
Publications Specialist IV	$135.00/hr
Publications Specialist III	$125.00/hr
Publications Specialist II	$115.00/hr
Publications Specialist I	$105.00/hr
Clerical Administration	$100.00/hr

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.
Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 1.0% annual rate for amounts unpaid greater than 30 days after the date of the invoice.
Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed or by 3% annually, whichever is higher.
Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

DUDEK

EFFECTIVE JANUARY 1, 2025

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

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed $200,000 per twelve-month period beginning from the Effective Date of this Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services on an as-needed basis, in accordance with the schedule and deadlines established by the Contract Officer. The frequency of inspections shall be dependent on the nature of the project. Night and weekend inspections will require to remain onsite to monitor the job, ensure traffic control is in place and ensure that the City's and other utility company's infrastructure is not compromised.

II. Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding two (2) years from the date hereof. City, at its sole and absolute discretion, may extend the contract term for one (1) additional period of one (1) year. The total maximum contract term will be of up to three (3) years.

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
FCG CONSULTANTS, INC.
FOR
ON-CALL AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of November, 2025 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and FCG Consultants, Inc., 22885 Savi Ranch Parkway, Suite G, Yorba Linda, CA 92887 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two Hundred Thousand and 00/100 Dollars ($200,000)** ("Contract Sum") per twelve-month period.

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total amount of Fifteen Thousand and 00/100 Dollars ($15,000) 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 two (2) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract

Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for

the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

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

8. MISCELLANEOUS

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

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

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

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

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement

which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly

authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

FCG Consultants, Inc.

By:_____
Name:
Title:

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/761286.2

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/761286.2

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following construction inspection services, on an as needed basis, including but not limited to:

A. Design support services:

- Prepare cost estimates.
- Perform value engineering.
- Formal constructability review.
- Bidding assistance.
- Bid documents/proposals review.
- Assist in the conduct of pre-bid/pre-proposal and pre-construction meetings.

B. Construction management services:

- Work with the City, project design team, and General contractor to clearly define roles and responsibilities during construction and develop a construction management plan.
- Manage and conduct meetings with city staff, project design team, and General contractor and produce meeting minutes from each meeting.
- Assure that the project is on schedule and if not, develop recovery plans with General contractor.
- Establish notification procedures for any shutdown of utilities for the progress of the work.
- Coordinate the testing and inspection of the projects and review test reports and make recommendations, as necessary.
- Coordinate the activities of multiple contracts between projects to assure that they are not interfering with each other.
- Prepare monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Review and make recommendations on change order requests from the General contractor. Determine if the requests are legitimate.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Review and document changes requested by the city and project design team and prepare cost estimate for each.
- Prepare and maintain submittals and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Prepare and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design team.

- Prepare weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Prepare a more detailed monthly report on the same items.
- Develop and maintain correspondence logs.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to City.
- Monitor the construction schedule provided by the General contractor.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims and make recommendations.
- Perform field inspection to evaluate work in progress to confirm that it conforms to the contract documents.
- Schedule special inspections.
- Monitor the General contractor's safety program.
- Prepare in conjunction with the design team and city staff all punch-lists. Monitor the completion of the punch-lists by the General contractor.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and delivery of closeout documentation.

C. Construction inspection services:

- Attend pre-construction meetings.
- Review shop drawings and submittals from contractor.
- Provide field inspections of work in progress to ensure compliance with plans and specifications.
- Take digital photos of each construction phase throughout the duration of a project.
- Serve as construction manager and inspector of record (create redline on as-built drawings) for work inspected.
- Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
- Coordinate inspections with utility companies and contractors as necessary.
- Coordinate special testing and inspection work as required.
- Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
- Verify prevailing wages and payroll information.
- Verify progress payments

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Daily Inspection Logs

B. Photos before, during and after the project

C. Incident reports

D. Punch-list items

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

Name	Role	Availability
AB Fakhouri, PE	Project Manager / Construction Manager (Lead)	50%
Raymond Velasco, PE	Construction Manager	100%
Fabian Aoun, PE	Construction Manager	100%
Kal Lambaz	Construction Manager	100%
Tyler Haddadin, PE	Construction Manager / Sr. Inspector	100%
Anthony Moussa	Construction Manager / Electrical Inspector / Sr. Inspector	100%
Shanton Rangi	Sr. Construction Inspector	100%
John Spath	Sr. Construction Inspector / Water-Wastewater Inspector	100%
Majed Moussa	Sr. Construction Inspector	100%
Moji Shahkarami	Sr. Construction Inspector	100%
Jeffery Nguyen	Sr. Construction Inspector	100%
Mouthanna Haddadin	Sr. Construction Inspector	100%
Brian French	Construction Inspector	100%
Don Lewis	Construction Inspector / Electrical Inspector	100%
Mark Korando	Construction Inspector / Electrical Inspector	100%
Talal Alfakhouri	Construction Inspector	100%
Casey Morales	Construction Inspector / Electrical Inspector	100%
James Bonelli	Construction Inspector	100%
David Alcala	Construction Inspector	100%
Gary Foster	Construction Inspector / Electrical Inspector	100%
Bill Fernandez	Electrical Inspector / Water-Wastewater Inspector	100%
Leon Fuentes	Electrical Inspector	100%
Timmy To	Electrical Inspector	100%
William Hunter	Water/Wastewater Inspector	100%
Malcom Weatherbie	Water/Wastewater Inspector	100%
Jasmine Fakhouri, EIT	Office Engineer / Labor Compliance	100%
Lourdes Cagner	Office Engineer	100%
Samar Alfakhouri	Office Engineer	100%

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope of services at the following rates:

RATE SCHEDULE

City of Irwindale On-Call Construction Management and Inspection Services

The following rate schedule is submitted in response to the City of Irwindale's Request for Proposal. Rates are presented by classification and are billed on a time-and-materials basis in compliance with California prevailing wage requirements.

Classification	Hourly Rate
Project Manager	$250.73
Resident Engineer *	$243.43
Construction Manager *	$243.43
Structures Representative *	$243.43
Construction Inspector *	$153.36
Office Engineer / Labor Compliance Officer	$109.55
Scheduler (Primavera P6)	$194.74
Estimator *	$192.91
Senior Plan Checker *	$233.76
Plan Checker *	$165.67
Assistant Plan Checker *	$113.74
Support Staff / Administrative Assistant	$98.45

* Non-exempt employees are subject to prevailing wage requirements in accordance with California DIR regulations.

Overtime will be charged at 1.5 times the actual hourly rate; double time will be charged at 2.0 times the actual hourly rate. Other Direct Costs (ODCs) will be charged at cost.

In accordance with Federal Acquisition Regulation (FAR) cost principles, onsite and offsite personnel are billed at the same rates, as FCG's accounting practices apply uniform labor categories and cost structures regardless of work location.

Rates are subject to an annual escalation of 2% effective each contract anniversary date, unless otherwise negotiated with the City.

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

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed $200,000 per twelve-month period beginning from the Effective Date of this Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services on an as-needed basis, in accordance with the schedule and deadlines established by the Contract Officer. The frequency of inspections shall be dependent on the nature of the project. Night and weekend inspections will require to remain onsite to monitor the job, ensure traffic control is in place and ensure that the City's and other utility company's infrastructure is not compromised.

II. Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding two (2) years from the date hereof. City, at its sole and absolute discretion, may extend the contract term for one (1) additional period of one (1) year. The total maximum contract term will be of up to three (3) years.

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
COORY ENGINEERING
FOR
ON-CALL AS-NEEDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 12th day of November, 2025 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and Coory Engineering, 1718 North Neville Street, Orange, CA 92865 ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

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

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

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

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

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Two Hundred Thousand and 00/100 Dollars ($200,000)** ("Contract Sum") per twelve-month period.

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by

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

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

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total amount of Fifteen Thousand and 00/100 Dollars ($15,000) 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 two (2) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

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

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

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

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

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this

Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

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

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

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

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

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

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

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

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

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

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

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

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

6.3 Confidentiality and Release of Information.

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

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

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

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

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

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

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

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

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

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

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

8. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Consultant's Authorized Initials _____

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

bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

_____
Julian A. Miranda, City Manager

ATTEST:

_____
Laura Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

Coory Engineering

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/761286.2

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

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

01005.0001/761286.2

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following construction inspection services, on an as needed basis, including but not limited to:

A. Design support services:

- Prepare cost estimates.
- Perform value engineering.
- Formal constructability review.
- Bidding assistance.
- Bid documents/proposals review.
- Assist in the conduct of pre-bid/pre-proposal and pre-construction meetings.

B. Construction management services:

- Work with the City, project design team, and General contractor to clearly define roles and responsibilities during construction and develop a construction management plan.
- Manage and conduct meetings with city staff, project design team, and General contractor and produce meeting minutes from each meeting.
- Assure that the project is on schedule and if not, develop recovery plans with General contractor.
- Establish notification procedures for any shutdown of utilities for the progress of the work.
- Coordinate the testing and inspection of the projects and review test reports and make recommendations, as necessary.
- Coordinate the activities of multiple contracts between projects to assure that they are not interfering with each other.
- Prepare monthly cost reports to monitor the current and project final costs of the project. Prepare cash flow projections as needed.
- Review and make recommendations on change order requests from the General contractor. Determine if the requests are legitimate.
- Maintain a change order log reflecting the status of each change order and the total cost of changes.
- Review and document changes requested by the city and project design team and prepare cost estimate for each.
- Prepare and maintain submittals and shop drawing logs. Review both as they are received before transmittal to the design teams to assure that they are complete and accurate.
- Prepare and maintain a Request for Information (RFI) logs. Coordinate and track responses with the design team.

- Prepare weekly management report summary defining the progress of the work including change orders, RFI's, submittals, schedule and potential claims. Prepare a more detailed monthly report on the same items.
- Develop and maintain correspondence logs.
- Review the monthly payment requests for completeness and accuracy including proper payroll documentation and lien releases are in order and make recommendation for payment to City.
- Monitor the construction schedule provided by the General contractor.
- Provide progress photos and video taping of the project on a regular basis.
- Review any potential claims and make recommendations.
- Perform field inspection to evaluate work in progress to confirm that it conforms to the contract documents.
- Schedule special inspections.
- Monitor the General contractor's safety program.
- Prepare in conjunction with the design team and city staff all punch-lists. Monitor the completion of the punch-lists by the General contractor.
- Coordinate and receive all close-out items including as-built drawings, operation and maintenance manuals, and warranties as required.
- Assist with resolving all contract issues, warranties, bonds, etc. at closeout of project.
- Prepare a final close out report with recommendation as to final payment, notice of completion, and delivery of closeout documentation.

C. Construction inspection services:

- Attend pre-construction meetings.
- Review shop drawings and submittals from contractor.
- Provide field inspections of work in progress to ensure compliance with plans and specifications.
- Take digital photos of each construction phase throughout the duration of a project.
- Serve as construction manager and inspector of record (create redline on as-built drawings) for work inspected.
- Prepare and distribute written daily inspection reports via e-mail and/or hardcopy.
- Coordinate inspections with utility companies and contractors as necessary.
- Coordinate special testing and inspection work as required.
- Report instances of apparent non-compliance with contract plans, specifications to Public Works staff for resolution.
- Verify prevailing wages and payroll information.
- Verify progress payments

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Daily Inspection Logs

B. Photos before, during and after the project

C. Incident reports

D. Punch-list items

III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IV. Consultant will utilize the following personnel to accomplish the Services:

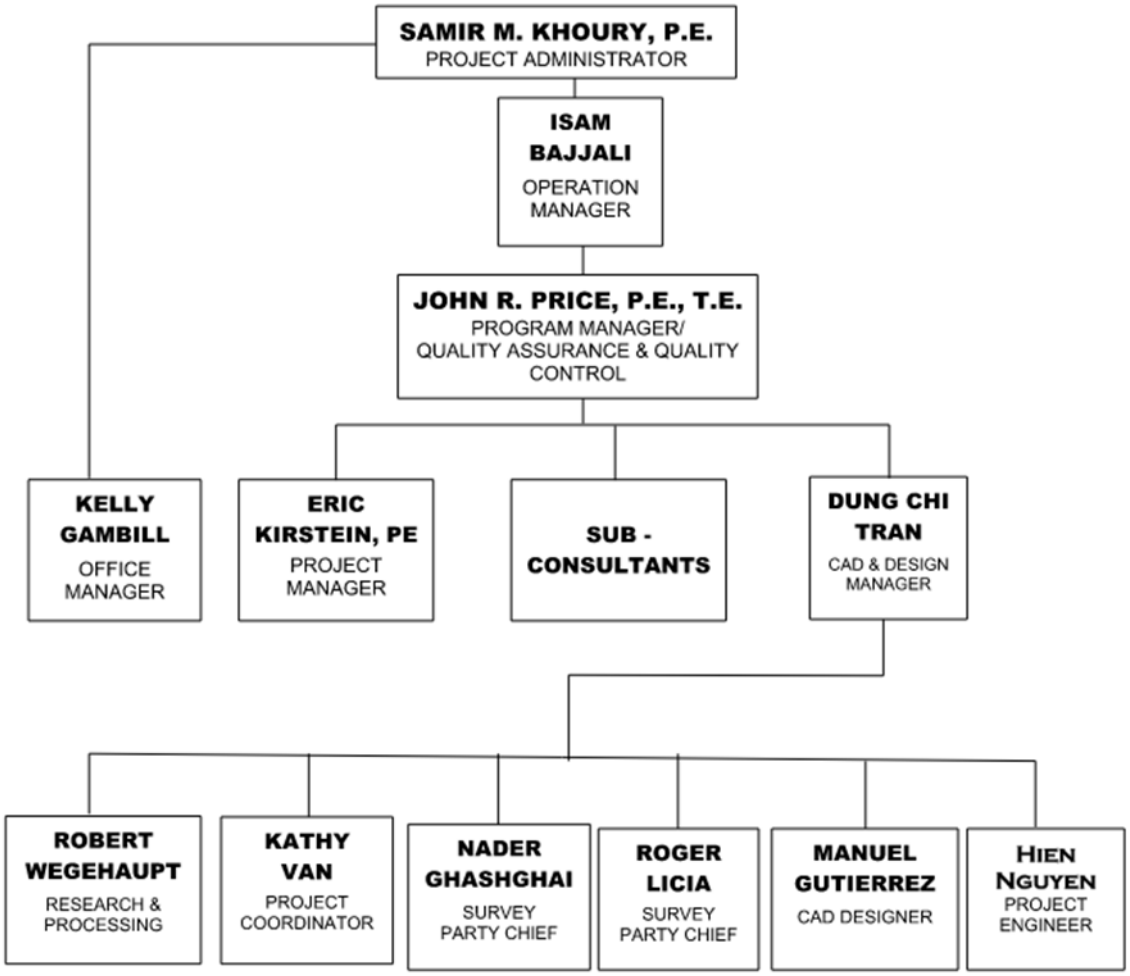


EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the scope of services at the following rates:

FEE SCHEDULE

COORY ENGINEERING FEE SCHEDULE
FOR: THE CITY OF IRWINDALE

- **OFFICE:**

PRINCIPAL ENGINEER:	$250.00/HR
PROJECT MANAGER:	200.00
DESIGN ENGINEER:	180.00
INSPECTOR / ENGINEERING TECHNICIAN:	150.00
CLERICAL :	75.00

- **SURVEYING:**

1-MAN PARTY:	$230.00/HR
2-MEN PARTY:	350.00
3-MEN PARTY:	470.00

Effective: 2/19/2023

Note: Consumer Price Index (CPI) and inflation rate applies yearly.

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

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

III. The total compensation for the Services shall not exceed $200,000 per twelve-month period beginning from the Effective Date of this Agreement, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services on an as-needed basis, in accordance with the schedule and deadlines established by the Contract Officer. The frequency of inspections shall be dependent on the nature of the project. Night and weekend inspections will require to remain onsite to monitor the job, ensure traffic control is in place and ensure that the City's and other utility company's infrastructure is not compromised.

II. Unless earlier terminated in accordance with Section 7 of this Agreement, this Agreement shall continue in full force and effect for a period not exceeding two (2) years from the date hereof. City, at its sole and absolute discretion, may extend the contract term for one (1) additional period of one (1) year. The total maximum contract term will be of up to three (3) years.

III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Election for the City of Irwindale's Vote for Water Quality Authority Board Member Representing Cities with Prescriptive Pumping Rights

City Manager's Recommendation:

That the City Council discuss and cast its vote for the Water Quality Authority Board Member Representing Cities with Prescriptive Pumping Rights

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Iris Espino, Assistant to the City Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The San Gabriel Basin Water Quality Authority (WQA) was established by the State Legislature (SB 1679) on February 11, 1993, to develop, finance, and implement groundwater treatment programs in the San Gabriel Valley. The WQA is a 7-member board composed of one member from each of the three overlying municipal water districts, one from a city with prescriptive water pumping rights, one from a city without prescriptive water pumping rights, and two representing water producers in the San Gabriel Basin. The City of Irwindale is a city with prescriptive water pumping rights.

Under the WQA's enabling legislation, the terms of the board members and alternates representing cities with pumping rights expire on January 1, 2026. An election to fill these seats is scheduled for December 17, 2025. The resolution of the city council, with its votes cast, must be sent to WQA by December 16, 2025, at 12:00 p.m. The candidate receiving the most votes will be the WQA Board Member, and the candidate receiving the second-highest number of votes will be the WQA Alternate Board Member.

Qualified cities have duly nominated the following nominees for the office of city member of the Board of the WQA:
Robert Gonzales, City of Azusa
Jeffrey Maloney, City of Alhambra

The City of Irwindale may consider the following options:
1) Direct staff to prepare a resolution to cast its votes in support of one of the candidates listed above. Should this option be selected, then a resolution will be prepared for the City Council's consideration at the December 10, 2025, meeting or
2) Take no action regarding this matter.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. San Gabriel Basin Water Quality Authority Letter (Oct. 20, 2025)

SAN GABRIEL BASIN
WATER QUALITY AUTHORITY
1720 W. Cameron Ave., Suite 100, West Covina, CA 91790 • 626-338-5555 • info@wqa.com • wqa.com

October 20, 2025

City Manager
CITY OF IRWINDALE
5050 N. Irwindale
Irwindale, CA 91706

RE: ELECTION FOR WQA BOARD MEMBER REPRESENTING CITIES WITH PRESCRIPTIVE PUMPING RIGHTS

Dear City Manager:

The nomination period for the election of the WQA Board Member representing cities with prescriptive pumping rights was closed on Friday, October 18, 2025 at 5:00 p.m. Enclosed is an election ballot, a sample resolution, a list of nominees, a list of cities with pumping rights and the number of votes to which each is entitled. Each city has one vote for each 10,000 residents or majority thereof, as determined by the 2020 U.S. census data. The enclosed ballot indicates the number of votes your city may cast. Your city may cast its votes for one candidate by resolution of the city council. Please be aware that a city is not limited to voting for its own city council members and that a city may vote in an election whether or not it nominated a candidate.

Your city's resolution must be received at the address below by Tuesday, December 16, 2025 at 12:00 p.m. or it will not be counted. You may submit your resolution via email to Stephanie Moreno at stephanie@wqa.com. Resolutions may also be mailed in or hand delivered to our office Monday through Thursday 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Votes will be officially counted during the WQA's regular meeting on Wednesday, December 17, 2025 at 12:00 P.M.

If you should have any questions, please contact me at (626) 338-5555 or Stephanie@wqa.com

Sincerely,

Stephanie Moreno
San Gabriel Basin WQA
1720 W. Cameron Ave., Suite 100
West Covina, CA 91790

Enclosures

SAN GABRIEL BASIN
WATER QUALITY AUTHORITY
1720 W. Cameron Ave., Suite 100, West Covina, CA 91790 • 626-338-5555 • info@wqa.com • wqa.com

BALLOT

ELECTION OF CITY MEMBER FROM
CITIES WITH PUMPING RIGHTS
TO THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

CITY: IRWINDALE

NUMBER OF VOTES TO BE CAST: 1

TO THE CITY COUNCIL:

The following nominees have been duly nominated by qualified cities for the office of city member of the Board of the San Gabriel Basin Water Quality Authority ("the Authority") from cities with pumping rights.

The election of the city member will take place at the regularly scheduled meeting of the Board of the Authority set for December 17, 2025, at 12:00 P.M., at 1720 W. Cameron Ave., Suite 100, West Covina, California.

Your city may cast its votes for one nominee by resolution of the city council. The number of votes to which your city is entitled, based upon population, is set forth above. All your city's votes must be cast for only one candidate.

The resolution of the city council casting its votes must be sent to the Authority by December 16, 2025 at 12:00 P.M. or the votes **will not** be counted.

This Ballot shall be accompanied by the resolution of the city council casting its votes for city member from cities with pumping rights.

List of Nominees:

Robert Gonzales, City of Azusa
Jeffrey Maloney, City of Alhambra

SAN GABRIEL BASIN
WATER QUALITY AUTHORITY
1720 W. Cameron Ave., Suite 100, West Covina, CA 91790 • 626-338-5555 • info@wqa.com • wqa.com

October 20, 2025

**ELECTION FOR WQA BOARD MEMBER
AND ALTERNATE MEMBER
REPRESENTING CITIES WITH
PRESCRIPTIVE PUMPING RIGHTS**

LIST OF NOMINATIONS

(In the order in which they were received)

Name	Nominated by
Robert Gonzales City of Azusa	Azusa Industry
Jeffrey Maloney City of Alhambra	Alhambra

Cities with Pumping Rights
2020 Census Data

City	2020 Population	# of Votes
Alhambra	82,868	8
Arcadia	56,681	6
Azusa	50,000	5
Covina	51,268	5
El Monte	109,450	11
Glendora	52,558	5
Industry	264	1
Irwindale	1,472	1
Monrovia	37,931	4
Monterey Park	61,096	6
South Pasadena	26,943	3
Whittier	87,306	9
	Total votes	**64**

SB 1679, Article 5. Sec. 505 (a)

Each City has one vote for each 10,000 residents or majority fraction thereof, as determined by the most recent U. S. decennial census data.

Please contact Stephanie Moreno at Stephanie@wqa.com if you would like an electronic version of this resolution

(SAMPLE RESOLUTION)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, CALIFORNIA, CASTING ITS VOTE(S) FOR COUNCILMEMBER TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority; and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin; and

WHEREAS, the City of _____ is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

WHEREAS, the City of _____ must cast its vote(s) for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

WHEREAS, the City of _____ must cast its vote(s) by resolution of the city council;

WHEREAS, the resolution of the City of _____ casting its vote(s) must be received by the San Gabriel Basin Water Quality Authority no later than December 16, 2025 at 12:00 p.m.

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

Section 1. The City Council of the City of _____ casts its full vote(s) for Councilmember _____ as the representative for cities in the San Gabriel Basin with prescriptive pumping rights.

PASS, APPROVED AND ADOPTED this _____ day of _____, 2025.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: First Reading of Ordinance No. 816 - Concurrent Commission Service

City Manager's Recommendation:

Introduce for first reading Ordinance No. 816 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING SECTION 2.30.065 TO THE IRWINDALE MUNICIPAL CODE TO INCLUDE A SINGLE SERVICE POLICY RELATED TO COMMISSION SERVICE AND APPOINTMENTS".

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

On June 12, 2024, the City Council adopted Ordinance No. 777 to consolidate and establish uniformity

among all boards and commissions established by the City of Irwindale. On October 22, 2025, the City Council adopted Resolution No. 2025-99-3687 promoting broad community participation and establishing a policy prohibiting concurrent service on more than one city board or commission.

Staff is now recommending that City Council consider proposed Ordinance No. 816, which will add a new section to the Irwindale Municipal Code (IMC) to include a single service policy related to commission service and appointments. This provision of the IMC would go into effect thirty days following the adoption of the ordinance.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Proposed Ordinance No. 816

ORDINANCE NO. 816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADDING SECTION 2.30.065 TO THE IRWINDALE MUNICIPAL CODE TO INCLUDE A SINGLE SERVICE POLICY RELATED TO COMMISSION SERVICE AND APPOINTMENTS

A. RECITALS

WHEREAS, Ordinance No. 777 was adopted on June 12, 2024 to consolidate and establish uniformity among all boards and commissions established by the City of Irwindale;

WHEREAS, Resolution No. 2025-99-3687 was adopted on October 22, 2025, promoting broad community participation and establishing a policy prohibiting concurrent service on more than one city board or commission;

WHEREAS, the City Council now wishes to incorporate this policy into the Irwindale Municipal Code;

WHEREAS, it is now necessary for the Irwindale Municipal Code to be updated to reflect these changes; and

WHEREAS, all legal prerequisites to the adoption of this ordinance have occurred.

B. ORDINANCE

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

Section 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 2.30.065 of Chapter 2.30 of Title 2 of the Irwindale Municipal Code is hereby added and shall read as follows:

2.30.065 Single Service Policy

A. **Single Service Restriction.** No individual may concurrently serve as a member of more than one City board or commission at any given time.
B. **Vacancy Upon New Appointment.** If a current board or commission member applies for and is appointed to a different City board or commission, that appointment shall automatically vacate the individual's prior position, effective upon the date of the new appointment.
C. **Purpose.** This section is intended to promote diversity of representation, equitable access to civic service, and transparency in local government.

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

Section 4. The City Council hereby authorizes and directs the Mayor to execute this Ordinance following adoption thereof.

Section 5. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

Section 6. This Ordinance shall take effect 30 days after its final adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2025.

_____
, 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. 816 was duly introduced at a regular City Council meeting held on the _____day of _____ 2025, and adopted at a regular meeting of the City Council held on the _____ day of _____ 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. 816, 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_____.

_____ Dated: _____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #19.C.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

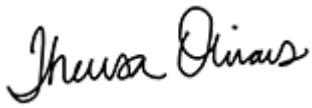
Issue: City of Irwindale Public Library — Past and Present Names of Irwindale residents

City Manager's Recommendation:

That the City Council of the City of Irwindale discuss the inclusion of past and present Irwindale residents names as artwork in the Irwindale Public Library and provide direction to staff.

Administrative Action:

Submitted, Prepared, Approved by:
Theresa Olivares, Assistant City Manager



Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Theresa Olivares, Assistant City Manager

Background and Analysis:

On August 7, 2024, the Irwindale City Council received an update on the Irwindale Public Library Improvement Project (Project) and directed staff to include the names of the Irwindale families on the wall of the adult section of the library. Staff has compiled the attached list of family names including the names as they appear at the Irwindale Gold Line Station and the names from the Irwindale Resident ID database (expired and current). It is now necessary for the City Council to discuss and provide direction to staff regarding:

1. The inclusion of both past and present names of Irwindale residents.
2. Recongizing that every Irwindale resident may not have a Resident ID card, is it the council's desire to allow individuals to submit names that are not on the attached list?

a. If yes, then staff will prepare a citywide mailer allowing individuals to submit names for inclusion. Individuals requesting to add a name will use a QR code to submit the name. The current list of names will be posted on the city's website and at City Hall for public viewing. The final list of names will be presented to the City Council for approval.
b. If no, then staff will proceed with providing the attached list to the architect and designer so that they may coordinate the artwork for printing of the names.

Fiscal Impact:

There is no fiscal impact related to this matter.

Attachments:

1. List of Family Names

City of Irwindale
Resident Names

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Acero	Acero
	Acevedo	Acevedo
Acosta	Acosta	Acosta
	Acosta Galvan	Acosta Galvan
	Acuna	Acuna
	Adame	Adame
Aguayo	Aguayo	Aguayo
	Aguila	Aguila
Aguilera		Aguilera
	Aguirre	Aguirre
	Aguirre-Morales	Aguirre-Morales
	Alarcon	Alarcon
	Alas	Alas
	Albarran	Albarran
	Alcala	Alcala
	Alcudia	Alcudia
	Alfaro	Alfaro
Allen		Allen
	Almazan	Almazan
Alva		Alva
	Alvarado	Alvarado
	Alvarez	Alvarez
	Amador	Amador
Ambriz	Ambriz	Ambriz
	Andy	Andy
	Angiano	Angiano
	Anguiano-Ortiz	Anguiano-Ortiz
	Arce	Arce
	Archuleta	Archuleta
	Arciniega	Arciniega
	Arellan	Arellan
	Arellano	Arellano
	Arenas	Arenas
	Arevalo	Arevalo
	Arias	Arias

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Arias Lopez	Arias Lopez
	Armendariz	Armendariz
	Arnold	Arnold
	Arreola	Arreola
	Arroyo	Arroyo
	Arteaga	Arteaga
Arvizu		Arvizu
	Arzola	Arzola
	Asencio	Asencio
	Avila	Avila
	Ayala	Ayala
Ayon	Ayon	Ayon
Baca		Baca
	Baez	Baez
	Banquells	Banquells
	Banuelos	Banuelos
	Barahona	Barahona
	Barajas	Barajas
	Barajas de Pavon	Barajas de Pavon
Barbosa	Barbosa	Barbosa
	Barbosa Hernandez	Barbosa Hernandez
	Bardales	Bardales
Barragan	Barragan	Barragan
	Basurto	Basurto
	Belnavis	Belnavis
	Beltran	Beltran
	Benitez	Benitez
Bernal		Bernal
	Blanco	Blanco
	Blanco-Rico	Blanco-Rico
	Blandon	Blandon
	Blanset	Blanset
	Bracamontes	Bracamontes
	Bravo	Bravo
Breceda	Breceda	Breceda

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
Brower		Brower
	Brueckner	Brueckner
Burger		Burger
Burgs		Burgs
Burrola	Burrola	Burrola
	Bustos	Bustos
	Butler	Butler
	Cabibil	Cabibil
	Cabral	Cabral
	Cabrera	Cabrera
Cagle		Cagle
	Calcanas	Calcanas
	Caldera	Caldera
	Callejas	Callejas
Camacho		Camacho
Campa		Campa
Campas		Campas
Campbell		Campbell
	Campos	Campos
	Canna	Canna
	Cano	Cano
	Cardenas	Cardenas
	Carlin	Carlin
	Carlos	Carlos
	Carlson	Carlson
	Caro	Caro
Carr	Carr	Carr
Carrillo	Carrillo	Carrillo
	Casal	Casal
	Casarez	Casarez
	Casaya	Casaya
	Castaneda	Castaneda
	Castaneda-Alvarez	Castaneda-Alvarez
Castellanos	Castellanos	Castellanos
Castor		Castor

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Castro	Castro
Ceballos		Ceballos
	Ceja	Ceja
	Centeno	Centeno
	Cevallos	Cevallos
	Chacon	Chacon
	Chairez	Chairez
Chambers		Chambers
	Chan	Chan
Chavez	Chavez	Chavez
	Chen	Chen
Chico	Chico	Chico
	Chico-Hernandez	Chico-Hernandez
	Clara	Clara
	Claudio	Claudio
	Collaso	Collaso
	Contreras	Contreras
Cook		Cook
	Cordero	Cordero
	Coronado	Coronado
	Corpis	Corpis
	Corral	Corral
	Cortez	Cortez
	Cruz	Cruz
	Cruz Montero	Cruz Montero
Cudmore		Cudmore
Davila	Davila	Davila
	Davila-Arnold	Davila-Arnold
	De La Cueva	De La Cueva
	De Lopez	De Lopez
	De Luna	De Luna
	De Vera	De Vera
Dean		Dean
	Del Castillo	Del Castillo
	Del Rio	Del Rio

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
Delgado	Delgado	Delgado
	Dialogo	Dialogo
Diaz	Diaz	Diaz
	Dirling	Dirling
	Dominguez	Dominguez
	Dominguez-Romero	Dominguez-Romero
Dozois		Dozois
	Dupleasis	Dupleasis
Duran	Duran	Duran
	Echeverria	Echeverria
	Elpido	Elpido
	Escobedo	Escobedo
	Escoto	Escoto
	Escovedo	Escovedo
Esparza	Esparza	Esparza
	Espino	Espino
Esquivel	Esquivel	Esquivel
	Estevez	Estevez
	Evans	Evans
Facundo		Facundo
	Familari	Familari
	Fang	Fang
	Felix	Felix
	Ferguson	Ferguson
	Ferrara	Ferrara
Feucht		Feucht
Fields		Fields
Figueroa	Figueroa	Figueroa
	Flores	Flores
	Flores De Aguilera	Flores De Aguilera
	Fonseca	Fonseca
Forester		Forester
Fraijo	Fraijo	Fraijo
	Francisca	Francisca
	Frymark	Frymark

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
Fuentes	Fuentes	Fuentes
	Galaz	Galaz
	Galindo	Galindo
Gallardo	Gallardo	Gallardo
Gallego		Gallego
	Gallegos	Gallegos
	Gamez	Gamez
Garcia	Garcia	Garcia
	Garcia Flores	Garcia Flores
	Garcia-Patino	Garcia-Patino
	Garza	Garza
Gauthier		Gauthier
	Gendron	Gendron
Gomez	Gomez	Gomez
	Gomez Miranda	Gomez Miranda
	Gonzales	Gonzales
	Gonzalez	Gonzalez
Grammer		Grammer
Gregorio		Gregorio
	Griego	Griego
Grijalva	Grijalva	Grijalva
Guadarrama	Guadarrama	Guadarrama
Guerrero	Guerrero	Guerrero
	Guillen	Guillen
	Gullett-Suarez	Gullett-Suarez
	Gutierrez	Gutierrez
	Guzman	Guzman
	Guzman-Vanmarcke	Guzman-Vanmarcke
Hann		Hann
Haro		Haro
	Hartman	Hartman
Henderson		Henderson
Henry		Henry
	Heredia	Heredia
Hernandez	Hernandez	Hernandez

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Hernandez-Meza	Hernandez-Meza
Herrera	Herrera	Herrera
	Herrera-Riley	Herrera-Riley
	Hickman	Hickman
	Hidalgo	Hidalgo
	Higareda	Higareda
	Hirsch	Hirsch
	Huicochea	Huicochea
	Huidor	Huidor
Hunter		Hunter
Islas	Islas	Islas
	Jacobo	Jacobo
	Jacquez	Jacquez
	Jaramillo	Jaramillo
	Jauregui	Jauregui
Jefferson		Jefferson
	Jimenez	Jimenez
Johnson		Johnson
	Joseph	Joseph
	Kaehuaea	Kaehuaea
	Kan	Kan
Keiffer		Keiffer
	Kelly	Kelly
Kuhns		Kuhns
Kurovsky		Kurovsky
Lara	Lara	Lara
	Lara-Perez	Lara-Perez
Lazcano		Lazcano
Lee		Lee
	Leon	Leon
	Leos	Leos
	Lepe	Lepe
Leyva	Leyva	Leyva
	Lien	Lien
	Linares	Linares

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Llamas	Llamas
	Loeza	Loeza
	Logan	Logan
	Longoria	Longoria
Lopez	Lopez	Lopez
	Loya	Loya
	Lugo	Lugo
Luna	Luna	Luna
	Luquin	Luquin
	Mackay	Mackay
	Madrigal	Madrigal
	Magallon	Magallon
	Magdaleno	Magdaleno
Malacara		Malacara
	Maldonado	Maldonado
	Manzo	Manzo
	Marez	Marez
	Marin	Marin
	Marquez	Marquez
	Marroquin	Marroquin
Martinez	Martinez	Martinez
	Martino	Martino
	Mata	Mata
	Maxwell	Maxwell
	McCrimnon	McCrimnon
	McGinnis	McGinnis
McLain		McLain
	Meda	Meda
Medina	Medina	Medina
	Medina-Benitez	Medina-Benitez
Meisner		Meisner
	Melendez	Melendez
	Mendez	Mendez
	Mendoza	Mendoza
	Meneses	Meneses

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Menjivar	Menjivar
	Mercado	Mercado
	Meza	Meza
	Michael	Michael
	Michel	Michel
Miles		Miles
Miranda	Miranda	Miranda
	Mireles	Mireles
Mitchell		Mitchell
Moctezuma		Moctezuma
	Montenegro	Montenegro
	Montes	Montes
	Montoya	Montoya
	Mora	Mora
	Morago	Morago
	Morales	Morales
	Moran	Moran
	Moraza	Moraza
Moreno		Moreno
	Morgan	Morgan
	Munguia	Munguia
	Munoz	Munoz
	Munoz Chicas	Munoz Chicas
	Munoz-Attaway	Munoz-Attaway
Murdock		Murdock
Muro	Muro	Muro
	Naranjo	Naranjo
	Narvaez	Narvaez
	Navarrette	Navarrette
	Navarro	Navarro
	Nguyen	Nguyen
Nides		Nides
Norton		Norton
	Nunez	Nunez
	Nunnelly	Nunnelly

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
Oatis		Oatis
	Ocampo Ramon	Ocampo Ramon
	Ochoa	Ochoa
Ogaard		Ogaard
	Ojeda	Ojeda
	Olivares	Olivares
	Ordaz	Ordaz
Ornelas		Ornelas
	Orona	Orona
	Orosco	Orosco
	Orozco	Orozco
Ortega		Ortega
Ortiz	Ortiz	Ortiz
	Osmonson	Osmonson
	Osterheim	Osterheim
	Osterheim-Tapia	Osterheim-Tapia
Padilla	Padilla	Padilla
	Palacios	Palacios
Parascondola		Parascondola
	Paredes	Paredes
	Pascual	Pascual
	Patino	Patino
	Patterson-Castro	Patterson-Castro
	Pavon	Pavon
	Paz	Paz
	Pena	Pena
Perez	Perez	Perez
	Perez-Martinez	Perez-Martinez
	Perrier	Perrier
Perrona	Petarra	Perrona
		Petarra
	Phuong	Phuong
Pickering	Pickering	Pickering
	Pineda	Pineda
	Poepping	Poepping

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Polanco	Polanco
	Ponce	Ponce
	Poole	Poole
	Porras	Porras
	Preciado	Preciado
	Puentes	Puentes
Pulido		Pulido
	Pusey	Pusey
	Quijas	Quijas
	Quinones	Quinones
Ramirez	Ramirez	Ramirez
	Ramirez-Ruiz	Ramirez-Ruiz
	Ramos	Ramos
	Ramos Monterrozo	Ramos Monterrozo
	Rangel	Rangel
	Renteria	Renteria
	Resendiz	Resendiz
Reyes	Reyes	Reyes
	Rios	Rios
	Ritter	Ritter
	Rivas	Rivas
	Rivera	Rivera
Rivers		Rivers
	Roberg	Roberg
	Robles	Robles
Rodriguez	Rodriguez	Rodriguez
	Rogel	Rogel
Rogers		Rogers
	Rojas	Rojas
	Roman	Roman
	Romero	Romero
	Romo	Romo
	Rosales	Rosales
Ross		Ross
Rubio	Rubio	Rubio

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
Ruelas		Ruelas
	Ruiz	Ruiz
Saiz		Saiz
Salazar	Salas	Salas
	Salazar	Salazar
	Salgado	Salgado
	Salinas	Salinas
Sanchez	Sanchez	Sanchez
	Sanchez Hernandez	Sanchez Hernandez
	Sanchez Segura	Sanchez Segura
	Santana	Santana
	Santellan	Santellan
	Santiago	Santiago
	Santos	Santos
	Santy	Santy
	Sapien	Sapien
	Sarinana	Sarinana
Schiro		Schiro
Scott		Scott
Self		Self
	Sena	Sena
Sierra		Sierra
Silva		Silva
	Singh	Singh
	Smith	Smith
	Solano	Solano
Solis		Solis
	Solorzano	Solorzano
	Soria	Soria
Sosa		Sosa
	Sotelo	Sotelo
Soto	Soto	Soto
	Staudenmaier	Staudenmaier
Stewart		Stewart
Stievo		Stievo

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Strobehn	Strobehn
	Strobehn-Gamez	Strobehn-Gamez
Suarez	Suarez	Suarez
	Tabares	Tabares
	Tanner	Tanner
Tapia	Tapia	Tapia
	Tatarcuk	Tatarcuk
	Tavarez Solis	Tavarez Solis
	Taylor	Taylor
Thayer		Thayer
Thompson		Thompson
	Todd	Todd
	Tomikoshi	Tomikoshi
	Tompkin	Tompkin
	Toribio	Toribio
Torres	Torres	Torres
	Toruno	Toruno
Toscano	Toscano	Toscano
	Tovar	Tovar
Tyler		Tyler
	Vaca Rivas	Vaca Rivas
	Valdez	Valdez
Valencia	Valencia	Valencia
	Valenzuela	Valenzuela
	Vanmarcke	Vanmarcke
	Vargas	Vargas
	Varner	Varner
	Vasquez	Vasquez
	Vega Jimenez	Vega Jimenez
	Velasco	Velasco
	Velasquez	Velasquez
	Velazquez	Velazquez
	Venegas	Venegas
	Vigil	Vigil
	Villa	Villa

Gold Line Names (140 Names)	Resident ID Database (399 Names)	Combined List (483 Names)
	Villalba	Villalba
Villalobos		Villalobos
	Villa-Ramirez	Villa-Ramirez
	Villegas	Villegas
	Virgen	Virgen
Walters		Walters
Warnock		Warnock
	Werblatsch	Werblatsch
	Westad	Westad
	White	White
White-Bear		White-Bear
Williams	Wiley	Wiley
		Williams
	Williamson	Williamson
	Willimann	Willimann
	Woodard	Woodard
	Wooten	Wooten
	Yamashiro	Yamashiro
	Ybarra	Ybarra
	Ye	Ye
	Yee	Yee
Yrigoyen		Yrigoyen
Ysais		Ysais
Zamora		Zamora
	Zarza	Zarza
Zavala		Zavala
Zepeda	Zepeda	Zepeda

Item #19.D.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To:

From:

Issue: Verbal Update on the Irwindale Library Project

City Manager's Recommendation:

Receive and file.

Administrative Action:

Background and Analysis:

Fiscal Impact:

Attachments:

None

City of IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing Regarding City Council Approval of the Irwindale Police Department's Updated Military Equipment Inventory Mandated by AB 481

City Manager's Recommendation:

Open the duly noticed public hearing, accept comments, and continue to the regular meeting of December 10, 2025.

Administrative Action:

Submitted/Prepared by:

Chris Hofford, Chief of Police

Reviewed by:

Adrian R. Guerra, City Attorney

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Assembly Bill 481 (AB 481), codified in Government Code sections 7070 through 7075, requires a Law Enforcement Agency ("LEA") to obtain approval from the applicable governing body via adoption of a "military equipment" use policy prior to the LEA funding, acquiring, or using such equipment. On September 10, 2025, the City Council approved the attached Military Equipment Use Policy – IPD Manual Policy 705 (Attachment A) and scheduled the public hearing, which is mandated by AB 481, so

that community members can pose questions or provide input regarding this topic.

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for LEAs throughout the country. These tools have been used for many years by most LEAs to enhance citizen and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the IPD.

The term “military equipment” as used in AB 481 does not necessarily indicate equipment that has actually been used by the United States military. Within the meaning of AB 481, items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, "flashbang" light/sound diversionary devices, and carbine rifles.

On February 22, 2023, the City Council adopted Ordinance No. 766, adopting a Military Equipment Policy governing the use of items that are deemed "military equipment" under AB 481. The City Council renewed this ordinance on March 27, 2024, approving the amended policy and military equipment inventory.

IPD's Military Equipment Policy, attached, contains a full and current inventory of all military equipment presently owned by the City. Staff is recommending City Council open the public hearing, accept comments, and continue the public hearing to the meeting of December 10, 2025.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Policy 705 Military Equipment
2. 2025 Military Equipment Inventory and Use

Military Equipment

705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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705.2 POLICY

It is the policy of the Irwindale Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

705.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Irwindale Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

705.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

Rifles:

(2) - Colt M4 Commando.556 Rifles

(6) - Bushmaster XM15-E2S.223 Rifles

(11) - Colt M4 Carbine.223 Rifles

(12) - Colt M4LE.223 Rifles

(1) - Remington 870 Door Breaching Shotgun

(5) - Daniel Defense DDM 4.556 Rifles

Launchers:

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(3) - Defense Technology 40mm Launcher

(1) - Federal Laboratory Inc. 37mm Launcher

(1) - Cobray 37mm Launcher

(3) - Pepperball Launcher

Less Lethal Munitions:

(23) - Direct Impact 40mm OC sponge rounds

(48) - eXact iMpact 40mm sponge rounds

(192) - Drag Specialized 12ga. Point of Aim, Point of Impact beanbag rounds

(5) - Defense Technology Noise-Flash diversionary devices

(1500) - Pepperball rounds

Breacher Munitions:

(24) - 12ga. Clayvon rounds

(20) - 12ga. Black Cap rounds

(24) - 12ga. Flash Bang rounds

Unmanned Ground Systems:

(1) - iRobot 210 Negotiator

(1) - Recon Robotics Recon Scout

Unmanned Aerial Systems:

(2) - DJI Matrice 30T

705.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

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(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

705.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

705.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

705.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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IRWINDALE POLICE DEPARTMENT
FY2024 - 2025 MILITARY EQUIPMENT USE, AMOUNT OF USAGE, AND ANNUAL COST

ITEM	USE	AMOUNT OF USAGE	2024-2025 EXPENDITURES	SOURCE OF FUNDS
Unmanned Aerial System				
DJI Matrice 30T Drone (2)	Field deployment	96 hours total	$0	General Fund
Unmanned Ground System				
iRobot 210 Negotiator (1)	Field deployment	0	$0	General Fund
Recon Robotics Recon Scout (1)	Field Deployment	0	$0	General Fund
Mobile Command Post				
2005 Santek 31’ trailer	Field deployment	1	$0	General Fund
Firearms				
Rifles (2 Colt M4 Commando .223 cal.)	Field deployment: Training:	Daily Monthly (SWAT)	See Munitions See Munitions	General Fund
Rifles (6 Bushmaster XM15 .223 cal.)	Field deployment: Training:	Daily Semi-annual	See Munitions See Munitions	General Fund
Rifles (11 Colt M4 Carbine .223 cal.)	Field deployment: Training:	Daily Semi-annual	See Munitions See Munitions	General Fund
Rifles (12 Colt M4LE .223 cal.)	Field deployment: Training	Daily Semi-annual	See Munitions See Munitions	General Fund
Rifles (5 Daniel Defense DDM4 .223 cal.)	Field deployment: Training:	Daily Monthly (SWAT)	See Munitions See Munitions	General Fund
Remington 870 Door Breaching Shotgun (1)	Field deployment: Training:	0 0	See Munitions See Munitions	General Fund
(3) Defense Tech. 40mm Launchers	Field deployment: Training:	Daily Annually	See Munitions See Munitions	General Fund

(1) Federal Lab. Inc. 37mm Launcher	Field deployment: Training:	0 0	See Munitions See Munitions	General Fund
(1) Cobray 37mm Launcher	Field deployment: Training:	0 0	See Munitions See Munitions	General Fund
Pepperball Launchers (3)	Field deployment: Training:	Daily[1] 1	See Munitions See Munitions	General Fund
Remington 870 12ga. beanbag (5)	Field deployment: Training:	Daily 1	See Munitions	General

Munitions

Type	Size/Caliber	Current Inventory	2024-2025 Usage		2024-2025 Cost	Source of Funds
Lethal	.223 cal. rifle	1,500 duty 9,000 training	Field: Training:	0 3,000	$1,762	General Fund
Less Lethal	40mm OC sponge Rounds	23	Field: Training:	0 0	$850	General Fund
Less Lethal	eXact iMpact 40mm sponge rounds	48	Field: Training:	0 300	$550	General Fund
Less Lethal	Drag 12ga. beanbag rounds	192	Field: Training:	0 0	$0	General Fund
Less Lethal	Def. Tech. noise-flash diversionary device	5	Field: Training:	0 0	$0	General Fund
Less Lethal	Pepperball rounds	1,500	Field: Training:	30 1,000	$2,726	General Fund
Door breacher	12 ga. Royal Arms Clayvon rounds	24	Field: Training:	0 0	$0	General Fund
Door breacher	12 ga. Royal Arms Black Cap rounds	20	Field: Training:	0 0	$0	General Fund
Door breacher	12 ga. Royal Arms Flashbang rounds	24	Field Training:	0 0	$0	General Fund

[1] Deployed against resistive suspects on two occasions during FY 2024 – 2025.

Description of Approved Irwindale Police Department Military Equipment

1. **Unmanned Aerial System (UAS):** An unmanned aircraft and the associated equipment necessary to control it remotely.

    a. Make, Cost, Quantity, Capabilities
    DJI Matrice 30T | Cost: $0 | Quantity: 2 | UAS with approximately 45 minutes of flight time per battery charge. Capabilities include standard optical and infrared cameras with optical zoom and the capability to record video. Inventory includes several additional batteries, chargers, and protective cases. Obtained via community donations.

    b. Purpose
    To be deployed when an elevated viewpoint would assist officers in a variety of situations, including but not limited to major collisions, active crime scenes, searches for missing persons or suspects, natural disaster management, SWAT deployments, in response to requests for assistance from other law enforcement or public safety agencies, or other public safety and life preservation missions. UAS systems may only be operated by pilots who have completed all required training and licensing requirements.

    c. Authorized Use
    Only assigned pilots who have completed the required training are permitted to operate Department UAS systems.

    d. Expected Lifespan
    Five to seven years.

    e. Fiscal Impact
    Approximately $2,000 to $3,000 every other year for battery and/or rotor replacements.

    f. Training
    Pilots undergo a minimum of eighty (80) hours of initial training followed by testing and licensure by the Federal Aviation Administration. Ongoing training occurs as courses become available.

    g. Legal and Procedural Rules
    Use is established in FAA Regulation 14 CFR Part 107 and the Department's UAS Policy 606. It is the policy of the Department to utilize UAS only for official law enforcement purposes and according to State and Federal law.

2. **Unmanned, Remotely Piloted Ground Vehicles (Robots):** A remotely controlled unmanned machine that operates on the ground to enhance the safety of the community and officers.

a. Make, Cost, Quantity, Capabilities
   (1) iRobot 210 Negotiator | Cost: $0 | Quantity: 1 | The Negotiator is a compact ground robot that allows officers to see, hear and evaluate dangerous situations from a safe distance. It can travel at three miles per hour and is capable of climbing stairs. It can operate for several hours on a single battery charge.

   (2) Recon Robotics Recon Scout | Cost: $0 | Quantity: 1 | The Recon Scout is a miniature mobile robot that provides real-time video reconnaissance of hostile or dangerous environments. The Recon Scout gathers mission-critical information prior to sending personnel into unpredictable and unsafe environments. It is constructed of durable aircraft aluminum and titanium. Once deployed, its movement is controlled from a distance using a handheld operator control unit.

b. Purpose
   Ground robots can be used to remotely gain visual data and search areas without requiring an officer to enter a dangerous area.

c. Authorized Use
   Only assigned operators who have completed the required training are permitted to operate the robots.

d. Expected Lifespan
   Both robots are well past their expected lifespans of 3 to 5 years, are obsolete, and are not in use.

e. Fiscal Impact
   $0; units are obsolete and not in use.

f. Training
   All robot operators must complete a minimum of eight (8) hours of training to operate the robots during live operations. Operators also complete recurring training as courses become available.

g. Legal and Procedural Rules
   It is the policy of the Department to utilize a robot only for official law enforcement purposes and according to State and Federal law.

3. **Mobile Command Post:** A trailer used to serve as a mobile office during extended events.

a. Make, Cost, Quantity, Capabilities
   2005 Santek thirty-one (31) foot, three-axle enclosed trailer | Cost: $0 | Quantity: 1 | The Mobile Command Post provides shelter, access to Department computer systems,

dispatch communication consoles and radios, and restroom facilities. The trailer was purchased with grant funds.

b. Purpose
The purpose of the Mobile Command Post is to provide a safe and private location for employees to conduct Department business in the field as needed.

c. Authorized Use
The Mobile Command Post may be deployed to a variety of incidents, including but not limited to major crime scene investigations, major traffic collision investigations, critical incidents, natural disasters, community events, and in response to a request for its use by an outside law enforcement agency with the approval of the Chief of Police or his/her designee.

d. Expected Lifespan
The Mobile Command Post has reached the end of its twenty-year expected lifespan, however it continues to remain functional in its core capabilities.

e. Fiscal Impact
Annual maintenance cost is approximately $0 to $5,000.

f. Training
Only personnel who have been trained in the deployment and operation of the Mobile Command Post are authorized to utilize it.

g. Legal and Procedural Rules
Rules governing the use and maintenance of the Mobile Command Post are found in the Vehicle Use Policy 703 and Vehicle Maintenance Policy 702.

4. **Specialized Firearms:** Firearms fired from shoulder level with rifled barrels intended to make bullets spin and thereby increase accuracy over a long distance.

a. Make, Cost, Quantity, Capabilities
(1) Colt M4 Commando .223 caliber rifle | Cost: $800 each | Quantity: 2 | This rifle is a firearm capable of accurately stopping an armed subject at various distances. The rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for semi-automatic and selective fire. The projectile can penetrate soft body armor worn by armed subjects.
(2) Bushmaster XM15-E2S .223 caliber rifle | Cost: approximately $600 each | Quantity: 6 | This rifle is a firearm capable of accurately stopping an armed subject at various distances. The rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-

fired weapon designed for semi-automatic and selective fire. The projectile can penetrate soft body armor worn by armed subjects. Purchased before 2010.

(3) Colt M4 Carbine .223 caliber rifle | Cost: $1,057 each | Quantity: 11 | This rifle is a firearm capable of accurately stopping an armed subject at various distances. The rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for semi-automatic and selective fire. The projectile can penetrate soft body armor worn by armed subjects.

(4) Colt M4LE .223 caliber rifle | Cost: $674 each | Quantity: 12 | This rifle is a firearm capable of accurately stopping an armed subject at various distances. The rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for semi-automatic and selective fire. The projectile can penetrate soft body armor worn by armed subjects.

(5) Daniel Defense DDM4 .223 caliber rifle | Cost: $1,602 each | Quantity: 5 | This rifle is a firearm capable of accurately stopping an armed subject at various distances. The rifle is a lightweight, air-cooled, gas-operated, magazine-fed, shoulder-fired weapon designed for automatic, semi-automatic and selective fire. The projectile can penetrate soft body armor worn by armed subjects.

b. Purpose

If present and feasible, rifles can be used as precision weapons to address threats more accurately and at distances greater than can be addressed with handguns. These firearms can also match the firepower of the threat and penetrate barriers or barricades in critical incidents.

c. Authorized Use

Use of rifles is governed by IPD Firearms Policy 306 and Crisis Response Unit (SWAT) Policy 404. All officers are authorized to carry the Colt M4 Carbine, Colt M4LE rifle, and Bushmaster XM-15-E2S rifles, regardless of assignment, as these rifles are all of similar capabilities. The Daniel Defense DDM4 and Colt M4 Commando rifles are used exclusively by SWAT.

d. Expected Lifespan

All rifles have a service life expectancy of twenty years. Department rifles have been purchased at different times over a span of many years and are therefore of varying age, with some near or at the end of their serviceable lifespan.

e. Fiscal Impact

Annual maintenance cost is approximately $0 to $100 per rifle.

f. Training
All officers receive rifle training on being hired and conduct continual annual training. Officers assigned to SWAT receive additional monthly training on rifles assigned exclusively to the SWAT team. All officers must qualify with any rifle assigned to them annually.

g. Legal and Procedural Rules
Use of rifles is governed by IPD Firearms Policy 306 and Crisis Response Unit (SWAT) Policy 404.

5. **Diversionary Devices ("Flashbangs"):** Light/sound devices that serve as a diversionary measure to protect officers, suspects, and community members.

a. Make, Cost, Quantity, Capabilities
Defense Technologies | Cost: $50 per cartridge | Quantity: 5 | A diversionary device produces bright light and loud sound. It is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest/search warrant situations. Purchased in approximately 2009 – 2013 and at end of serviceable life. Inventory includes 5 cartridges and 3 bodies which house the cartridges during deployment.

b. Purpose
Properly using and deploying diversionary devices can increase officer safety and assist officers with completing a tactical situation. This includes, but is not limited to, barricaded suspects, hostage situations, high-risk warrant service, or any life-threatening situation.

c. Authorized Use
Absent exigent circumstances, only sworn members who have completed training by a certified and Department-approved trainer may be issued, use, or carry diversionary devices. The devices are stored and carried in compliance with Federal regulations. These devices can also be used for training exercises or approved demonstrations.

d. Expected Lifespan
Until used.

e. Fiscal Impact
Annual cost is approximately $0 to $500 to replenish stock as it is expended in the field or in training.

f. Training
Only officers who have completed training provided by a department-approved trainer may use diversionary devices.

g. Legal and Procedural Rules
Use of diversionary devices is generally provided for in IPD Crisis Response Unit (SWAT) Policy 404.

6. **Specialty Impact Munitions (SIMs), Breachers and Launchers:** 37mm and 40mm launchers and munitions, and 12ga. shotgun-fired breacher rounds. These devices are considered less lethal and are used to gain compliance from an individual who is violently or actively resisting, or to breach doors. Such devices are intended to mitigate serious injuries to officers, the subject, and other individuals.

a. Make, Cost, Quantity, Capabilities
(1) Federal Laboratories Inc. model 201-Z 37mm launcher | Cost: $0 | Quantity: 1 | This launcher is a single-shot, break-open less lethal munition launcher. This model was introduced by the manufacturer in the 1930s. It is far beyond its serviceable life, is obsolete, and is not in use.

(2) Cobray 37mm launcher | Cost: $0 | Quantity: 1 | This launcher is a single-shot launcher designed to attach to the underside of an AR-15 style rifle barrel. It uses its own trigger independent of the rifle's trigger. This launcher was introduced in the 1980s. It is beyond its serviceable life, is obsolete, and is not in use.

(3) LMT Defense 40mm launcher | Cost: $1,090 | Quantity: 3 | This is a single-shot, break-open loading launcher. It has a sling attached and butt-stock nylon holder with a three-round capacity. These launchers are modern and fielded on a daily basis.

(4) Pepperball Tac SA Pro launcher | Cost: $950 | Quantity: 2 | This is a CO2 powered semi-automatic launcher of pepperball rounds. It is equipped with a sling and a top-positioned hopper feed which can hold several dozen projectiles. This launcher is modern and fielded on a daily basis.

(5) Pepperball Tactical Compact Carbine (TCL) launcher | Cost: $0 | Quantity: 1 | This Pepperball launcher was built on a paintball launcher frame. It is more than 20 years old, has reached the end of its serviceable life, is obsolete, and is not in use.

(5) Direct Impact 40mm OC sponge rounds | Cost: $37 each | Quantity: 23 | This projectile is a dual-purpose less lethal munition that delivers kinetic energy impact along with oleoresin capsicum (OC) pepper irritant against a subject who is violently or actively resisting.

(6) eXact iMpact 40mm sponge rounds | Cost: $24 each | Quantity: 48 | This less lethal projectile delivers kinetic energy impact against a subject who is violently or actively resisting.

(7) Defense Technologies Inc. Drag Specialized 12ga. beanbag rounds | Cost: $6 each | Quantity: 192 | This shotgun-fired, less lethal projectile delivers kinetic energy impact against a subject who is violently or actively resisting.

(8) Royal Arms Clayvon 12ga. breacher rounds | Cost: $5 each | Quantity: 24 | These shotgun-fired rounds are specially developed to defeat door locks or hinges with minimum collateral hazards.

(9) Royal Arms Black Cap 12ga. breacher rounds | Cost: $5 each | Quantity: 20 | These shotgun-fired rounds are specially developed to defeat door locks or hinges with minimum collateral hazards.

(10) Royal Arms flashbang 12ga. diversionary device rounds | Cost: $5 each | Quantity: 24 | These shotgun-fired rounds are a smaller version of the standard light-sound diversionary device.

b. Purpose
Impact munitions are of particular use when officers encounter a subject who is violently or actively resisting. They are all designed to minimize the risk of injury to officers, suspects, and community members.

Breacher munitions can be used to defeat locks or hinges of doors in incidents where officers need to pass through the door but occupants refuse to unlock it such as hostage or barricaded suspect incidents.

c. Authorized Use
Absent exigent circumstances, only sworn members who have completed Department-approved training by certified Department-approved trainers may be issued, use, or carry these munitions. The devices shall be stored and carried in compliance with Federal regulations. These devices can also be used for training exercises or approved demonstrations.

d. Expected Lifespan
Launchers: 10 years. Munitions: until used.

e. Fiscal Impact

Annual cost for munitions is approximately $0 to $500 to replenish stock as it is expended in the field or in training. Cost for launcher replacement is approximately $1,000 per launcher every ten years.

f. Training
Only officers who have completed training provided by a department-approved trainer may use these munitions.

g. Legal and Procedural Rules
Use of these munitions and launchers is provided for in IPD Control Devices and Techniques Policy 303.

Complaints or Concerns Received Concerning Military Equipment

No complaints or concerns were received during this reporting period.

Results of Military Equipment Audit

The Department conducted an internal inventory audit and found no misuse of military equipment or violations of the Military Equipment Policy 705.

Additional Military Equipment

The IPD used to possess an armored vehicle but has not in some years. Due to the apparent increase in local assaults and shootings of police officers, IPD intends to explore the possibility of acquiring a modern armored vehicle in the coming annual reporting period. Such a vehicle can also be used to rescue community members in the event of an active shooter or other emergency that puts lives at risk.

Item #20.B.

City of
IRWINDALE
AGENDA REPORT

Date: November 12, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: RV Residential Setback Ordinance No. 810

City Manager's Recommendation:

Consider the Planning Commission's Resolution No. 855(25) recommending the City Council approve Zone Ordinance Amendment No. 02-2025 with recommendations; and

Direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **introduce for first reading of Ordinance No. 810**, entitled "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.13.120 ("PARKING AND STORAGE OF COMMERCIAL AND RECREATIONAL VEHICLES") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO REQUIRE THAT RECREATIONAL VEHICLES PARKING ON RESIDENTIAL LOTS MAINTAIN A MINIMUM TEN FOOT (10') SETBACK FROM THE PROPERTY LINE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)".

Administrative Action:

Submitted by:

Marilyn Simpson, AICP, Community Development Director

Prepared by:

Jeff Tyler, Associate Planner — Electronically Approved

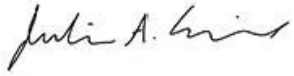
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On May 9, 2025, the City Council approved the new zoning code for the City of Irwindale. The new zoning code included the following section for the parking of recreational vehicles on residential lots, Irwindale Municipal Code (IMC) Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, (C) Recreational Vehicles (1) Location as follows.

17.13.120 (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.

On July 9, 2025, the City Council after reviewing the updated draft Recreational Vehicle Ordinance directed staff to provide illustrations for recreational vehicle parking setbacks on private property based on IMC 17.13.120 (C) (1). The illustrations were to show setbacks of five feet (5'), ten feet (10') and twenty feet (20'). This information was asked to be brought back to the July 23, 2025 City Council meeting for review and recommendations.

On July 23, 2025, the City Council after reviewing the requested setback illustrations directed staff to amend IMC Section 17.13.120 (C) Recreational Vehicles (1), to require the minimum setback for the parking of recreational vehicles on residential lots to be ten feet (10') from the sidewalk, street right-of-way, or property line, whichever is farther and to take this amendment to the Planning Commission to begin the approval process.

On September 17, 2025, the Planning Commission after reviewing proposed Zone Ordinance Amendment No. 06-2025 - Ordinance No. 810 to amend IMC Section 17.13.120 (C) Recreational Vehicles (1) – Location, voted to continue the public hearing to a date uncertain and directed staff to 1) Conduct a windshield survey to identify properties with recreational vehicles, and 2) mail a citywide notice to advise the community of the Planning Commission public hearing on this matter.

On September 24, 2025, the City Council reviewed the Planning Commission's request to staff and directed staff to bring the ordinance back to the Planning Commission for their recommendation to the City Council. The City Council also gave direction to not conduct a windshield survey or mail a citywide notice regarding the Planning Commission meeting. Public notification was made per the Irwindale Municipal Code for publication in the newspaper and posting of the notice.

On October 29, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance adopted Resolution No. 868(25). The Planning Commission recommended that the City Council approve proposed Ordinance No. 810, amending Section 17.13.120

of Title 17 of the Irwindale Municipal Code with a vote of 3-Ayes, 1-No, and 1-Abstain.

Proposed Ordinance No. 810
Ordinance No. 810 amends Section 17.13.120 "Parking and Storage of Commercial and Recreational Vehicles, C. Recreational Vehicles I. Location" requiring that the location of recreational vehicle parking on residential lots maintain a minimum distance of ten feet (10') from the property line.

17.13.120 (C) Recreational Vehicles (1) – Location. Recreational vehicles parked on residential lots, shall be parked at least ten feet from the property line.

Environmental Review:
In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries.

Fiscal Impact:

No fiscal impact is anticipated with the adoption of Ordinance No. 810.

Attachments:

1. Ord No. 810 RV Setback (Attachment1)
2. 10-29-25 PC Meeting Items (Attachment 2)

Attachment "1"

ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.13.120 ("PARKING AND STORAGE OF COMMERCIAL AND RECREATIONAL VEHICLES") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO REQUIRE THAT RECREATIONAL VEHICLES PARKING ON RESIDENTIAL LOTS MAINTAIN A MINIMUM TEN FOOT (10') SETBACK FROM THE PROPERTY LINE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, a city has the power to make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, and the public safety**;** and

WHEREAS, in executing that power, a City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect the public health, safety, and welfare of its residents; and

WHEREAS, on May 9, 2025 the City Council approved the new zoning code for the City of Irwindale. The new zoning code included a section for the parking of recreational vehicles on residential lots within the City of Irwindale, Irwindale Municipal Code (IMC) Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, (C) Recreational Vehicles (1) Location; and

WHEREAS, on July 9, 2025, the City Council after reviewing the updated draft Receational Vehicle Ordinance directed staff to provide illustrations for recreational vehicle parking setbacks on residential property based on IMC 17.13.120 (C) (1). The illustrations showed setbacks of five feet (5'), ten feet (10') and twenty feet (20'). This information was asked to be brought back to the July 23, 2025 City Council meeting to review and give recommendations; and

WHEREAS, on July 23, 2025, the City Council after reviewing the requested setback illustrations directed staff to amend IMC Section 17.13.120 (C) Recreational Vehicles (1), to require the minimum setback for the parking of recreational vehicles on residential lots to be ten feet (10') from the property line and to take this amendment to the Planning Commission to begin the approval process; and

WHEREAS, on September 17, 2025, the Planning Commission after reviewing proposed Zone Ordinance Amendment No. 06-2025 - Ordinance No. 810 to amend IMC Section 17.13.120 (C) Recreational Vehicles (1) – Location voted to continue the public hearing to a date uncertain and directed staff to 1) Conduct a windshield survey to identify properties with recreational vehicles, and 2) mail a citywide notice to advise the community of the Planning Commission Public Hearing on this matter; and

WHEREAS, on September 24, 2025, the City Council reviewed the Planning Commission's request to staff and directed staff to bring proposed Ordinance No. 810 back to the Planning Commission for their recommendation to City Council for its consideration, and to not proceed with a windshield survey or send a citywide notice; and

WHEREAS, on October 29, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on October 29, 2025 adopted Resolution No. 868(25), recommending that the City Council approve proposed Ordinance No. 810, amending Section 17.13.120 of Title 17 of the Irwindale Municipal Code without recommendations; and

WHEREAS, the City Council now desires to amend the Section 17.13.120 in order to further protect the public health, safety, and welfare of its residents; and

WHEREAS, the proposed Ordinance is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, on November 12, 2025, the City Council held a duly noticed public hearing, as required by law, on the proposed Ordinance to receive testimony and other evidence regarding amending Section 17.13.120 of Title 17 (Zoning), including without limitation, information provided to the City Council by City staff; and

WHEREAS, this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment.

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

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

SECTION 2. Section 17.13.120 "Parking and Storage of Commercial and Recreational Vehicles, C. Recreational Vehicles 1. Location" is hereby amended, and shall read as follows:

17.13.120 (C) Recreational Vehicles (1) – Location. Recreational vehicles parked on residential lots, shall be parked at least ten feet from the property line.

SECTION 3. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 4. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 5. In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential to result in physical change to the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this project.

SECTION 6. 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 7. This ordinance shall take effect on the thirty-first (31st) day following its passage.

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 Ordinance No. 810 was duly introduced at a regular meeting of the Irwindale City Council held on the _____ day of ____ 2025, and was duly approved and adopted on second reading at its regular meeting held on the ——— day of 2025, by the following 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, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 810, adopted by the City Council of the City of Irwindale at its regular meeting held on _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Dated:_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PLANNING COMMISSION STAFF REPORT

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

Date: October 29, 2025 **Agenda Item No. 4-B**

To: Honorable Chair and Members of the Planning Commission

From: Marilyn Simpson, AICP, Community Development Director

Prepared by: Jeff Tyler, Associate Planner

Project: Zone Ordinance Amendment No. 06-2025 - Ordinance No. 810 to Amend Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, C. Recreational Vehicles of Title 17 Zoning

Applicant: City of Irwindale

Property Owner: Not Applicable

Project Location: City-wide

Staff Recommendation: That the Planning Commission take the following action:
Waive reading of and adopt Resolution No. 868(25) entitled, “**A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPT ORDINANCE NO. 810, AMENDING SECTION 17.13.120 (“PARKING AND STORAGE OF COMMERCIAL AND RECREATIONAL VEHICLES”) OF TITLE 17 (“ZONING”) OF THE IRWINDALE MUNICIPAL CODE TO REQUIRE THAT RECREATIONAL VEHICLES PARKING ON RESIDENTIAL LOTS MAINTAIN A MINIMUM TEN FOOT (10’) SETBACK FROM THE PROPERTY LINE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”.**

Alternative Action:

1. Direct staff to prepare a resolution with a recommendation to the City Council to not adopt the proposed ordinance; OR

2. Direct staff to revise the ordinance and continue the hearing to a date certain.

Background and Analysis:

On May 9, 2025 the City Council approved the new zoning code for the City of Irwindale. The new zoning code included the following section for the parking of recreational vehicles on residential lots, Irwindale Municipal Code (IMC) Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, (C) Recreational Vehicles (1) Location as follows.

> 17.13.120 (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.

On July 9, 2025, the City Council after reviewing the updated draft Receational Vehicle Ordinance directed staff to provide illustrations for recreational vehicle parking setbacks on private property based on IMC 17.13.120 (C) (1). The illustrations were to show setbacks of five feet (5'), ten feet (10') and twenty feet (20'). This information was asked to be brought back to the July 23, 2025 City Council meeting for review and recommendations.

On July 23, 2025, the City Council after reviewing the requested setback illustrations directed staff to amend IMC Section 17.13.120 (C) Recreational Vehicles (1), to require the minimum setback for the parking of recreational vehicles on residential lots to be ten feet (10') from the sidewalk, street right-of-way, or property line, whichever is farther and to take this amendment to the Planning Commission to begin the approval process.

On September 17, 2025, the Planning Commission after reviewing proposed Zone Ordinance Amendment No. 06-2025 - Ordinance No. 810 to amend IMC Section 17.13.120 (C) Recreational Vehicles (1) – Location, voted to continue the public hearing to a date uncertain and directed staff to 1) Conduct a windshield survey to identify properties with recreational vehicles, and 2) mail a citywide notice to advise the community of the Planning Commission public hearing on this matter.

On September 24, 2025, the City Council reviewed the Planning Commission's request to staff and directed staff to bring the ordinance back to the Planning Commission for their recommendation to the City Council. The City Council also gave direction to not conduct a windshield survey or mail a citywide notice regarding the Planning Commission meeting. Public notification was made per the Irwindale Municipal Code for publication in the newspaper and posting of the notice.

The Planning Commission requested information from the Irwindale Police Department regarding incidents involving Recreational Vehicles, which is provided in the following table:

<u>Irwindale Police Department - Recreational Vehicle Incidence Data</u>

City of Irwindale Rereational Vehicle Incidences 2021-2025							
		2021	2022	2023	2024	2025	Total
Theft		5	1				6
Grand Theft+		3				1	4
Burglary		2	1	1			4
Stored		1	2	2	1	1	7
Location Checks		1					1
No Parking Hours		1				1	2
Traffic Collision Hit and Run			1		2		3
Assisted Traffic Collision					1		1
Attempted Robbery				1			1
Parkers				1	1		2
Welfare Check					1		1
Unknown (2021-2025)	3						3
Total	3	13	5	5	6	3	**35**

Proposed Ordinance No. 810

Ordinance No. 810 amends Section 17.13.120 "Parking and Storage of Commercial and Recreational Vehicles, C. Recreational Vehicles I. Location" requiring that the location of recreational vehicle parking on residential lots maintain a minimum distance of ten feet (10') from the property line.

> 17.13.120 (C) Recreational Vehicles (1) – Location. Recreational vehicles parked on residential lots ~~which were of record on or before the adoption of this Chapter~~, shall be parked at least ~~five~~ ten (10) 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.~~

Environmental Review:

In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential to result in physical change to the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries.

Conclusion/Recommendation:

Staff recommends that the Planning Commission adopt the attached Resolution No. 868(25) recommending that the Irwindale City Council adopt Ordinance No. 810.

EXHIBITS:

A. City Council Agenda Report – September 24, 2025
B. Unofficial Action Agenda City Council Meeting – September 24, 2025
C. Resolution No. 868(25)
D. Proposed Ordinance No. 810

EXHIBIT A

Item #22.C.

City of IRWINDALE
AGENDA REPORT

Date: September 24, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Recreational Vehicle Parking on Residential Property

City Manager's Recommendation:

That the Irwindale City Council discuss and the Planning Commissions recommendation relating to recreational vehicle parking on residential property and provide direction.

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

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 July 23, 2025, the Irwindale City Council discussed Irwindale Municipal Code Section 17.13.120 (Recreational Vehicle Parking on Residential Property) and recommended a ten-foot (10') setback on residential properties for parking recreational vehicles. The Council directed staff to present the matter to the Planning Commission for its recommendation. Following the Planning Commission's review, the matter will return to the City Council for final consideration and potential adoption.

On September 17, 2025, the Irwindale Planning Commission discussed Zone Ordinance Amendment No. 06-2025 – Ordinance No. 810 to amend Irwindale Municipal Code Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, (C) Recreational Vehicles (1) – Location. The Planning Commission voted to continue the public hearing to a date uncertain and directed staff to 1) conduct a windshield survey to identify properties with recreational vehicles, and 2) mail a citywide notice to advise the community of the Planning Commissions Public Hearing (TBD) on this matter.

Staff request Irwindale City Council to discuss and provide direction on the following:

1. The preparation and mailing of a citywide notice advising the community of the Planning Commissions Public Hearing (TBD) related to recreational vehicle parking on residential property.
2. Authorizing staff to conduct a windshield survey of residential properties to determine the number of properties where recreational vehicles are parked.

The tasks recommended by the Planning Commission require the Irwindale City Council to provide direction to staff, as they result in the use and expenditure of city resources and staff time. It is also recommended that the City Council provide clear direction to the Planning Commission about the scope of the Planning Commission's review of the ordinance.

Fiscal Impact:

There is no fiscal impact related to this matter.

Attachments:

None

EXHIBIT B

CITY OF IRWINDALE

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

UNOFFICIAL ACTION AGENDA
FOR THE SPECIAL AND
REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

September 24, 2025

SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING – 6:00 PM

LARRY G. BURROLA - Mayor

H. MANUEL ORTIZ - Mayor Pro Tem

ALBERT F. AMBRIZ - Councilmember

MARK A. BRECEDA - Councilmember

MANUEL R. GARCIA - Councilmember

Via Zoom Webinar: https://us02web.zoom.us/j/87104592389
In the event that a Zoom broadcast is unavailable, staff will promptly notify the public through its social media platforms. The public meeting will proceed in accordance with The Brown Act.
Listen Over Phone: 1-669-900-6833; Webinar ID: 871-0459-2389

SPECIAL MEETING

1. CALL TO ORDER
5:02 p.m.

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

Also present: Julian A. Miranda, City Manager; Theresa Olivares, Assistant City Manager; Laura Nieto, Chief Deputy City Clerk

Councilmember Breceda arrived at 5:07 p.m.

3. AB 2449 DISCLOSURES

None

4. SPONTANEOUS COMMUNICATIONS

None

5. RECESS TO CLOSED SESSION
5:06 p.m.

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

ACTION: Councilmember Breceda did not participate; Update was provided, no direction given to staff, no action taken.

B. Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra, Legal Counsel; Mary Hull, Human Resources Manager

Employee Organizations: IPOA

ACTION: Update was provided by staff, direction was given to the Agency representatives, no reportable action was taken.

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

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

Number of Cases: 3

ACTION: Two matters were discussed, updates were provided, guidance was given, no reportable action was taken

6. RECONVENE IN OPEN SESSION
6:02 p.m.

7. REPORT FROM CLOSED SESSION
See above

8. ADJOURNMENT
6:03 p.m.

REGULAR MEETING

9. CALL TO ORDER
6:03 p.m.

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
None

14. CHANGES TO THE AGENDA
None

15. REPORT FROM THE SPECIAL MEETING HELD SEPTEMBER 10, 2025

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

ACTION: Councilmember Breceda did not participate; direction was given, no reportable action was taken

B. Conference with Legal Counsel - Anticipated Litigation
Initiation of litigation [Pursuant to Government Code Section 54956.9 (d)(4)]

Number of Cases: One

ACTION: Update was provided by staff, no direction was given, no action was taken

16. COUNCIL MEMBER TRAVEL REPORTS
None

17. COUNCILMEMBER COMMENTS

Mayor Pro Tem Ortiz reported on his attendance to a Gold Line Extension event; Councilmember Ambriz reported on his attendance at the San Gabriel Valley GOG meeting

18. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Aquatics Assistant Mariana Quiñones

ACTION: Introduction was made

19. PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

A. 2025 San Gabriel Valley Council of Governments (SGVCOG) President's Introduction

ACTION: Presentation was made

20. CONSENT CALENDAR

A motion was made by Councilmember Ambriz; seconded by Mayor Pro Tem Ortiz; and carried unanimously to approve Consent Calendar. Councilmembers Breceda and Garcia recused themselves on Item 20C (Acceptance of the Irwindale Recreation Center HVAC Replacement Project, P-1071).

A. Minutes of the Meetings Held May 14 and May 28, 2025
Department: City Clerk

ACTION: Approved

B. Warrants / Demands / Payroll
Department: Finance

ACTION: Approved

C. Acceptance of the Irwindale Recreation Center HVAC Replacement Project (P-1071)
Department: Engineering

ACTION: That the City Council (1) ratified changes to the original scope of work and accepted the improvements and maintenance responsibilities for the construction improvements of the Irwindale Recreation Center HVAC Replacement Project (2) approved the final construction project amount of $150,649.70 under the construction contract with AC Pros, Inc (3) authorized the City Clerk to record the Notice of Completion; and (4) authorized the Finance Director to release the 5% retention amount for the construction project.

D. Request to Appropriate Funds, Waive Formal Bidding and Approve Software Agreement with Tyler Technologies and Motorola Solutions for Software and Hardware System ended for Traffic Records Improvement Project (TRIP)
Department: Police

ACTION: **Adopted Resolution No. 2025-94-3682 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080 (C), APPROVING AN APPROPRIATION OF FUNDING, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES AND MOTOROLA SOLUTIONS FOR THE SOFTWARE AND HARDWARE SYSTEMS NEEDED FOR TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)."

E. Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $90,000 for Traffic Safety Education and Impaired driving enforcement
Department: Police

ACTION: **Adopted Resolution No. 2025-93-3681** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2025-2026 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) SUB-RECIPIENT AGREEMENT BETWEEN CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) AND THE CITY OF IRWINDALE, AND APPROVING THE ACCEPTANCE AND APPROPRIATION OF THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FEDERAL GRANT FUNDS IN THE AMOUNT OF $90,000 FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)".

21. SPONTANEOUS COMMUNICATIONS

Autumn Quinones, resident – congratulated her mother, Mariana, on her promotion to Aquatics Assistant.

22. NEW BUSINESS

A. Adopt Resolution No. 2025-67-3655 Appointing a Voting Delegate for 2025 League of California Cities Annual Conference – Annual Business Meeting
Department: Administration

ACTION: By roll call vote, the City Council unanimously adopted **Resolution No. 2025-67-3655**, appointing Mayor Pro Tem H. Manuel Ortiz as the voting delegate and Councilmember Albert F. Ambriz as the alternate voting delegate to represent the City of Irwindale at the Annual Business Meeting to be held at the 2025 League of California Cities Annual Conference in Long Beach, California.

B. Urgency Ordinance No. 813 - Billboards
Department: Community Development

ACTION: A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, and carried unanimously to direct the City Attorney to read the title of the ordinance, waive further reading of the ordinance, and **adopt the ordinance as an urgency measure by a roll call vote with a minimum 4/5 vote Urgency Ordinance No. 813**, entitled "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING CHAPTER 17.20 ("BILLBOARDS") OF THE CITY OF IRWINDALE MUNICIPAL CODE REGARDING NEW AND CONVERTED DIGITAL DISPLAYS OF OUTDOOR ADVERTISING STRUCTURES AFFECTING PROPERTIES CITYWIDE AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)".

C. Recreational Vehicle Parking on Residential Property
Department: Administration

ACTION: Discussion was held regarding the subject matter. City Attorney Guerra clarified that the City Council had already reviewed the policy aspect and no needed to weigh in regarding the direction given to staff by the Planning Commission to conduct a windshield survey and two mailings, which would involve a use of City resources.

Fred Barbosa, resident posed questions to the Council regarding the parking of recreational vehicles on private property. City Attorney Guerra advised that those matters could not be discussed as they were not on the agenda for this meeting.

Mayor Pro Tem Ortiz and Councilmember Ambriz expressed their opinions that the surveys were unnecessary. Mayor Burrola thanked the Planning Commission for their efforts in this mater and noted that their recommendations would be brought forward to the Council for final consideration.

A motion was made by Councilmember Ambriz, seconded by Mayor Pro Tem Ortiz, and carried 3-2 with Councilmembers Breceda and Garcia dissenting, to direct the Planning Commission to review the proposed ordinance and have it be brought forward for City Council consideration, and to not proceed with any surveys.

23. PUBLIC HEARINGS

None

24. CITY MANAGER'S REPORT

Report was given

25. REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

None

26. ADJOURN

6:59 p.m.

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

6:59 p.m.

27. AB 2449 DISCLOSURES

None

28. CONSENT CALENDAR

A motion was made by Councilmember Breceda; seconded by Mayor Pro Tem Ortiz; and carried unanimously to approve Consent Calendar.

A. Minutes of the Meetings Held May 14 and May 28, 2025
Department: City Clerk

ACTION: Approved

B. Warrants / Demands / Payroll
Department: Finance

ACTION: Approved

29. SPONTANEOUS COMMUNICATIONS

None

30. NEW BUSINESS

None

31. PUBLIC HEARINGS

None

32. ADJOURN
7:00 p.m.

HOUSING AUTHORITY

7:01 p.m.

33. AB 2449 DISCLOSURES

None

34. CONSENT CALENDAR
A motion was made by Authority Member Breceda; seconded by Vice Chair Ortiz; and carried unanimously to approve Consent Calendar.

A. Minutes of the Meetings Held May 14 and May 28, 2025
Department: City Clerk

ACTION: Approved

35. SPONTANEOUS COMMUNICATIONS

None

36. NEW BUSINESS

None

37. PUBLIC HEARINGS

None

38. ADJOURN
7:01 p.m.

EXHIBIT "C"

RESOLUTION NO. 868(25)

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPT ORDINANCE NO. 810, AMENDING SECTION 17.13.120 ("PARKING AND STORAGE OF COMMERCIAL AND RECREATIONAL VEHICLES") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO REQUIRE THAT RECREATIONAL VEHICLES PARKING ON RESIDENTIAL LOTS MAINTAIN A MINIMUM TEN FOOT (10') SETBACK FROM THE PROPERTY LINE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

(i) The City of Irwindale, a Charter City, 5050 N. Irwindale Avenue, Irwindale, CA 91706, acting as the Applicant, has initiated the request for a Zone Ordinance Amendment (ZOA No. 06-2025) to amend Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles of Title 17 (Zoning) of the Irwindale Municipal Code and update regulations and development standards for the benefit of the community; and

(ii) Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect the public health, safety, and welfare of its residents; and

(iii) The City of Irwindale has the authority to establish adequate policies and standards in the zoning code for the parking of recreational vehicles on residential lots in order to protect the health, welfare, safety, and quality of life for the general public, to ensure compatible land uses in the residential areas affected by the parking of recreational vehicles.

(iv) On May 9, 2025 the City Council approved the new zoning code for the City of Irwindale. The new zoning code included the following section for the parking of recreational vehicles on residential lots, Irwindale Municipal Code (IMC) Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, (C) Recreational Vehicles (1) Location as follows.

> 17.13.120 (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.

(v) On July 9, 2025, the City Council after reviewing the updated draft Recreational Vehicle Ordinance directed staff to provide illustrations for

recreational vehicle parking setbacks on private property based on IMC 17.13.120 (C) (1). The illustrations were to show setbacks of five feet (5'), ten feet (10') and twenty feet (20'). This information was asked to be brought back to the July 23, 2025 City Council meeting for review and recommendations.

(vi) On July 23, 2025, the City Council after reviewing the requested setback illustrations directed staff to amend IMC Section 17.13.120 (C) Recreational Vehicles (1) Location, to require the minimum setback for the parking of recreational vehicles on residential lots to be ten feet (10') from the sidewalk, street right-of-way, or property line, whichever is farther and to take this amendment to the Planning Commission to begin the approval process.

(vii) On September 17, 2025, the Planning Commission after reviewing proposed Zone Ordinance Amendment No. 06-2025 - Ordinance No. 810 to amend IMC Section 17.13.120 (C) Recreational Vehicles (1) – Location voted to continue the public hearing to a date uncertain and directed staff to 1) Conduct a windshield survey to identify properties with recreational vehicles, and 2) mail a citywide notice to advise the community of the Planning Commission Public Hearing on this matter.

(viii) On September 24, 2025, the City Council reviewed the Planning Commission's request and directed staff to bring proposed Ordinance No. 810 back to the Planning Commission for their recommendation to the City Council and to not proceed with a windshield survey or citywide notice.

(ix) The Planning Commission conducted a duly noticed public hearing on Zone Ordinance Amendment No. 06-2025, at which time, the Planning Commission opened the public hearing, took testimony on the Application, received input from staff, heard public testimony, discussed the Proposed Project, and closed the public hearing.

(x) On October 9, 2025, a notice of public hearing describing the proposed ordinance was published in the San Gabriel Valley Tribune, a newspaper of general circulation, in accordance with the California Government Code.

(xi) A notice of public hearing describing the proposed ordinance was posted at Irwindale City Hall, Irwindale Library, the Community Development Department, and the local Post Office.

(xii) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Project has been determined to qualify for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility

that the Zoning Ordinance Amendment, by itself, will have a significant effect on the environment.

(xiii) All legal prerequisites to the adoption of this Resolution have occurred.

B. RESOLUTION.

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Irwindale as follows:

1. The Planning Commission hereby specifically finds that all of the facts set forth in Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Planning Commission during the public hearing conducted with regard to the Application, including written staff reports and verbal testimony, this Planning Commission hereby specifically finds as follows:

   a. The proposed Zone Ordinance Amendment amends Section 17.13.120, "Parking and Storage of Commercial and Recreational Vehicles, C. Recreational Vehicles 1. Location" to read as follows:

      17.13.120 (C) Recreational Vehicles (1) – Location. Recreational vehicles parked on residential lots, shall be parked at least ten feet from the property line.

   b. The proposed Zone Ordinance Amendment is internally consistent with the City's General Plan Land Use Designations and the Comprehensive Zoning Code Update as set forth in Ordinance No. 772.

   c. The proposed Zone Ordinance Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The purpose of the proposed Zone Ordinance Amendment is to establish a required minimum set-back for the parking of recreational vehicles on residential lots to protect the health, welfare, safety, and quality of life for the general public within the City.

3. Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the Planning Commission recommends that the City Council determine that the Project qualifies for a General Rule exemption pursuant to CEQA Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Zone Ordinance Amendment, by itself, will have a significant effect on the environment.

4. Based upon the substantial evidence and conclusions set forth herein above, this Planning Commission hereby recommends that the City Council adopt Ordinance

No. 810 (attached as Exhibit A), which is deemed necessary to protect the public health, safety and general welfare and are reasonable and proper in accordance with the intent and purposes of Title 17 of the Irwindale Municipal Code.

BE IT FURTHER RESOLVED THAT a copy of this resolution be transmitted to the City Council and to the Applicant.

The Secretary shall:

a. Certify to the adoption of this Resolution; and

b. Forthwith transmit a certified copy of this Resolution to the City Council.

ADOPTED AND APPROVED this 29th day of October 2025.

Maricela Frymark, Chair
City of Irwindale Planning Commission

ATTEST:

Marilyn Simpson, AICP, Secretary

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

I, Marilyn Simpson, AICP, Community Development Director of the City of Irwindale, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Planning Commission of the City of Irwindale held on the 29th day of October 2025, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

Marilyn Simpson, AICP, Secretary

Exhibit to Resolution No. 868(25):

B: Ordinance No. 810

EXHIBIT "D"

ORDINANCE NO. 810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING SECTION 17.13.120 ("PARKING AND STORAGE OF COMMERCIAL AND RECREATIONAL VEHICLES") OF TITLE 17 ("ZONING") OF THE IRWINDALE MUNICIPAL CODE TO REQUIRE THAT RECREATIONAL VEHICLES PARKING ON RESIDENTIAL LOTS MAINTAIN A MINIMUM TEN FOOT (10') SETBACK FROM THE PROPERTY LINE, AND FINDING THE ORDINANCE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO CEQA GUIDELINES SECTION 15061(b)(3)

WHEREAS, a city has the power to make and enforce regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals, and the public safety**;** and

WHEREAS, in executing that power, a City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Title 17 of the Irwindale Municipal Code ("Zoning"), otherwise known as the Zoning Code, regulates land use and development within the City of Irwindale ("City") to protect the public health, safety, and welfare of its residents; and

WHEREAS, on May 9, 2025 the City Council approved the new zoning code for the City of Irwindale. The new zoning code included a section for the parking of recreational vehicles on residential lots within the City of Irwindale, Irwindale Municipal Code (IMC) Section 17.13.120 Parking and Storage of Commercial and Recreational Vehicles, (C) Recreational Vehicles (1) Location; and

WHEREAS, on July 9, 2025, the City Council after reviewing the updated draft Receational Vehicle Ordinance directed staff to provide illustrations for recreational vehicle parking setbacks on residential property based on IMC 17.13.120 (C) (1). The illustrations showed setbacks of five feet (5'), ten feet (10') and twenty feet (20'). This information was asked to be brought back to the July 23, 2025 City Council meeting to review and give recommendations; and

WHEREAS, on July 23, 2025, the City Council after reviewing the requested setback illustrations directed staff to amend IMC Section 17.13.120 (C) Recreational Vehicles (1), to require the minimum setback for the parking of recreational vehicles on residential lots to be ten feet (10') from the property line and to take this amendment to the Planning Commission to begin the approval process; and

WHEREAS, on September 17, 2025, the Planning Commission after reviewing proposed Zone Ordinance Amendment No. 06-2025 - Ordinance No. 810 to amend IMC Section 17.13.120 (C) Recreational Vehicles (1) – Location voted to continue the public hearing to a date uncertain and directed staff to 1) Conduct a windshield survey to identify properties with recreational vehicles, and 2) mail a citywide notice to advise the community of the Planning Commission Public Hearing on this matter; and

WHEREAS, on September 24, 2025, the City Council reviewed the Planning Commission's request to staff and directed staff to bring proposed Ordinance No. 810 back to the Planning Commission for their recommendation to City Council for its consideration, and to not proceed with a windshield survey or send a citywide notice; and

WHEREAS, on October 29, 2025, the Planning Commission conducted a duly noticed public hearing, as required by law, regarding the proposed Ordinance to receive testimony and other evidence regarding the proposed Ordinance, including without limitation, information to the Planning Commission by City staff; and

WHEREAS, on October 29, 2025 adopted Resolution No. 868(25), recommending that the City Council approve proposed Ordinance No. 810, amending Section 17.13.120 of Title 17 of the Irwindale Municipal Code [with/without recommendations]; and

WHEREAS, the City Council now desires to amend the Section 17.13.120 in order to further protect the public health, safety, and welfare of its residents; and

WHEREAS, the proposed Ordinance is consistent with and will implement the City's vision, goals, and policies of the Irwindale 2020 General Plan; and

WHEREAS, on Month Date, 2025, the City Council held a duly noticed public hearing, as required by law, on the proposed Ordinance to receive testimony and other evidence regarding amending Section 17.13.120 of Title 17 (Zoning), including without limitation, information provided to the City Council by City staff; and

WHEREAS, this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to the State CEQA Guidelines Sections 15061(b)(3) on the grounds that it can be seen with certainty that the activity in question will have no significant effect on the environment.

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

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

SECTION 2. Section 17.13.120 "Parking and Storage of Commercial and Recreational Vehicles, C. Recreational Vehicles 1. Location" is hereby amended, and shall read as follows:

17.13.120 (C) Recreational Vehicles (1) – Location. Recreational vehicles parked on residential lots, shall be parked at least ten feet from the property line.

SECTION 3. The City Council hereby authorizes and directs the Mayor and the Chief Deputy City Clerk to execute this Ordinance on behalf of the City of Irwindale forthwith upon its adoption.

SECTION 4. The Chief Deputy City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Irwindale.

SECTION 5. In accordance with the California Environmental Quality Act (CEQA) of 1970, as amended, and the City of Irwindale environmental guidelines, the City, as the Lead Agency, has analyzed the project and has determined that the Project is exempt from the provisions of CEQA pursuant to Section 15061 (b)(3), which states that the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is NOT subject to CEQA. In this case, the ordinance has no potential to result in physical change to the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. City staff is directed to prepare and file a Notice of Exemption under the California Environmental and Quality Act (CEQA) in connection with this project.

SECTION 6. 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 7. This ordinance shall take effect on the thirty-first (31st) day following its passage.

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 Ordinance No. 810 was duly introduced at a regular meeting of the Irwindale City Council held on the _____ day of ____ 2025, and was duly approved and adopted on second reading at its regular meeting held on the ——— day of 2025, by the following 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, Chief Deputy City Clerk, certify that I caused a copy of Ordinance No. 810, adopted by the City Council of the City of Irwindale at its regular meeting held on _____, 2025, to be posted at the City Hall, Library, and Post Office on _____, 2025.

Dated: _____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

User: stapia
Printed: 11/4/2025 5:12 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106614	ROSENO	RSG	10/23/2025	1,993.75

Report Total (1 checks): 1,993.75

IRWINDALE CITY COUNCIL CHAMBERS **JULY 9, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:48 P.M.**

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

ROLL CALL: Present: Board Members Albert F. Ambriz; Vice Chair H. Manuel Ortiz; Chair Larry G. Burrola

Absent: Board Members Mark A. Breceda and Manuel R. Garcia

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, and Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

NEW BUSINESS

ITEM NO. 29A
PRESENTATION BY KEYSER MARSTON REGARDING THE PROPOSED FEASIBILITY ANALYSIS OF THE 10-ACRE SITE

PRESENTATION BY KEYSER MARSTON REGARDING THE PROPOSED FEASIBILITY ANALYSIS OF THE 10-ACRE SITE

EXECUTIVE DIRECTOR MIRANDA — Executive Director declared a potential conflict of interest with this matter and exited the Council Chambers at 8:49 p.m.

HOUSING COORDINATOR LOPEZ — Housing Coordinator Lopez provided brief background information on this item and introduced Keyser Marston Associates consultants Paul Marra and Rena Patel and CityThinkers consultant Diego Velasco, who made a PowerPoint presentation.

VICE CHAIR ORTIZ — Vice Chair Ortiz asked whether the site could host a mix of units, including single family residences and townhomes, to which Mr. Velasco confirmed that it could, though it would remain to be seen how the mix would affect the development's financials.

CHAIR BURROLA — Chair Burrola expressed an interest in speeding up the analysis and suggested perhaps focusing on the six-acre portion of the site that has been reserved for housing, and asked how many housing units the site could hold, to which Mr. Marra advised that Mr. Velasco would formulate development scenarios and that the process would probably not take the entire 90 days as mentioned in the staff report. He added

that his firm is prepared to analyze the entire 10-acre site in as many as three phases. He added that the development scenarios would not include scenarios that the City had not previously validated, and as such, he requested Board direction on the types of housing it would like developed.

Chair Burrola reiterated his request for the analysis to be completed sooner than three months, to which Coordinator Lopez stated that the consultants would work with staff to collect necessary information to complete the analysis.

BOARD MEMBER AMBRIZ — Board Member Ambriz requested that the analysis be fast-tracked.

ROBERT MORAGO — Robert Morago stated his belief that the Board had previously requested that only single-family houses be built at the site and that other sites be used for townhouses, to which Coordinator Lopez stated that the Board has not made a final decision yet.

SUZANNE GOMEZ — Suzanne Gomez stated that it has been mentioned over several community meetings that the site should host single family houses and requested that the Board direct that only these types of housing units be built at the subject site.

FRED BARBOSA — Fred Barbosa asked about the portion of the ten-acre site that would be unsuitable for housing due to the area being incorrectly compacted, to which Coordinator Lopez stated that this is the type of information that the consultant would request from staff, and indicated that he would follow up with Engineering to determine whether any area of the site is improperly compacted.

CHAIR BURROLA — Chair Burrola suggested placing an item on the next agenda to discuss and determine the type of housing that should be developed as well as their costs, to which Mr. Marra stated that his firm would work with the Board and staff to determine the range of housing products that should be considered. He added that they are also conducting market research to determine the project value and cost and acknowledged that housing element and RHNA obligations must also be considered. However, Mr. Marra also noted that an executed contract with his firm has not yet been received and would be needed before work could proceed. Regarding Chair Burrola's request to determine housing types at the next meeting, Mr. Marra advised that it may be more beneficial for some groundwork to be completed first, such as market data gathering and site reconnaissance, and recommended that the requested meeting be held at least 30 days after contract execution.

ASSISTANT EXECUTIVE DIRECTOR OLIVARES — Assistant Executive Director Olivares noted that the meeting that Chair Burrola is requesting it could serve to determine the types of units to be evaluated, the results of which would be forwarded to the consultant for their analysis.

BOARD MEMBER AMBRIZ — Responding to a comment from Board Member Ambriz, Coordinator Lopez stated that a contract was approved at the last meeting and has been forwarded to Keyser Marston for execution.

ASSISTANT EXECUTIVE DIRECTOR OLIVARES — Assistant Executive Director Olivares requested Board direction, to which Board Member Ambriz suggested letting the consultants being their research and stated that the Board could decide on housing types later.

CHAIR BURROLA — In response to a question by Chair Burrola, Mr. Marra advised that the consultants could begin their research while the Board decides on policy direction.

GENERAL COUNSEL GUERRA — General Counsel Guerra stated that the information that Keyser Marston would provide will help the Board make a more informed decision.

MOTION — A motion was made by Chair Burrola, seconded by Vice Chair Ortiz, to receive and file the report. The motion was unanimously approved; Board Members Breceda and Garcia absent.

CONSENT CALENDAR — No items for approval, no action necessary.

SPONTANEOUS COMMUNICATIONS — There were no speakers.

ADJOURNMENT — There being no further business to conduct, the meeting was adjourned at 9:28 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary