CITY OF IRWINDALE

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

NOTICE AND AGENDA FOR THE REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

RECLAMATION AUTHORITY

December 10, 2025

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

REGULAR MEETING

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

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

5. AB 2449 DISCLOSURES

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

6. REPORT FROM THE SPECIAL MEETING HELD DECEMBER 3, 2025

7. CHANGES TO THE AGENDA

8. COUNCIL MEMBER TRAVEL REPORTS

9. COUNCILMEMBER COMMENTS

10. REORGANIZATION OF CITY COUNCIL

A. Reorganization of the City Council
Department: City Clerk

Recommendation: Councilmembers elect Mayor and Mayor Pro Tempore.

11. ROLL CALL OF NEWLY SEATED CITY COUNCIL

12. INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

A. Introduction of Code Enforcement Officer Jorge Cardenas

B. Introduction of Supervising Librarian Matt Tabizon

C. Introduction of Finance Technician Kary Zhang

13. CONSENT CALENDAR

A. Minutes of the Special and Regular Meetings Held July 23, 2025
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

C. Approval of the 2026 Local Appointments List
Department: City Clerk

Recommendation: **Adopt Resolution No. 2025-117-3705** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2026 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

D. 2nd Reading of Ordinance No. 816 - Concurrent Commission Service
Department: City Clerk

Recommendation: **Adopt on second 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".

E. Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006.
Department: Finance

Recommendation:
That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending on June 30, 2025.

F. 2nd Reading - BESS Ordinance
Department: Community Development

Recommendation: **Read by title only, waive further reading thereof, and adopt on second reading Ordinance No. 814** entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT AND APPROVING DEVELOPMENT AGREEMENT NO. 01-2025 BY AND BETWEEN THE CITY OF IRWINDALE AND SAN GABRIEL PROJECT I LLC, SAN GABRIEL PROJECT II LLC, SAN GABRIEL PROJECT III LLC, AND SAN GABRIEL PROJECT IV LLC FOR THE BATTERY ENERGY STORAGE SYSTEM PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF".

G. Acceptance of the California Advanced Services Fund Grant and Authorization to Execute the Related Consent Form, and Appropriation of Funds
Department: Administration

Recommendation: Adopt Resolution No. 2025-123-3711 entitled, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE CONSENT FORM FOR THE CALIFORNIA ADVANCED SERVICES FUND (CASF) BROADBAND,**

AND APPROPRIATING FUNDING IN THE AMOUNT OF $111,535 FROM THE GENERAL RESERVES TO CREATE A REIMBURSEMENT ACCOUNT".

H. Resolution No. 2025-101-3689 Casting the City of Irwindale's Vote for the San Gabriel Basin Water Quality Authority
Department: Administration

Recommendation: **Adopt Resolution No. 2025-101-3689 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CASTING ITS VOTE(S) FOR AZUSA MAYOR ROBERT GONZALES TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY".

I. Approve Renewal of an Existing Contract with the West Covina Police Department for Use of Their Jail Facility
Department: Police

Recommendation: **Adopt Resolution No. 2025-114-3702:** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE RENEWAL OF AN EXISTING CONTRACT WITH THE WEST COVINA POLICE DEPARTMENT FOR USE OF THEIR JAIL FACILITY BY MEMBERS OF THE IRWINDALE POLICE DEPARTMENT".

J. Request to Waive Formal Bidding Procedures and Authorizing the Use of a Cooperative Purchasing Agreement for the Procurement of 38 Ballistic Helmets and Face Shields from Safeware, Inc. Using Asset Forfeiture Funds
Department: Police

Recommendation: **Adopt Resolution No. 2025-121-3709 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(f) AUTHORIZING THE USE OF A COOPERATIVE PURCHASING AGREEMENT UNDER SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE PROCUREMENT OF 38 BALLISTIC HELMETS AND FACE SHIELDS FROM SAFEWARE, INC. IN THE AMOUNT OF $70,500 FROM ASSET FORFEITURE FUND".

K. Waive Formal Bidding Process and Approve Contract for Remodeling the Police Department Property and Evidence Room Using Asset Forfeiture Funds
Department: Police

Recommendation: **Adopt Resolution No. 2025-122-3710 entitled:** "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCESS AND APPROVING A CONTRACT FOR THE REMODELING OF THE POLICE DEPARTMENT PROPERTY AND EVIDENCE ROOM USING FEDERAL ASSET FORFEITURE FUNDS".

L. Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $135,000 for Traffic Records Improvement Project (TRIP)
Department: Police

Recommendation: **Adopt Resolution No. 2025-115-3703** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2025-2026 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP). 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 $135,000 FOR THE TRAFFIC RECORDS IMPROVEMENT (TRIP)".

M. Award of Contract for As-Needed Structural Engineering and Plan Check Services
Department: Engineering

Recommendation: That the City Council to authorize the City Manager to execute an agreement with Labib Funk + Associates for As-Needed Structural Engineering and Plan Check Services in the amount not-to-exceed $200,000.

14. 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

15. NEW BUSINESS

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

A. Mayor's Appointments of Delegates and Alternates
Department: City Clerk

Recommendation: **Adopt Resolution No. 2025-116-3704** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

B. Appointment of Parks & Recreation Commissioners
Department: City Clerk

Recommendation: **Adopt Resolution No. 2025-118-3706** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2028" reading by title only and waiving further reading thereof.

C. Appointment of Planning Commissioners
Department: City Clerk

Recommendation: **Adopt Resolution No. 2025-119-3707** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2029" reading by title only and waiving further reading thereof.

D. Appointment of a Senior Citizen Commissioner
Department: City Clerk

Recommendation: **Adopt Resolution No. 2025-120-3708** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE (1) MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR A TERM EXPIRING DECEMBER 31, 2028" reading by title only and waiving further reading thereof.

E. Presentation on the Proposed Purchase of an Armored Vehicle for the Irwindale Police Department
Department: Police

Recommendation: Receive presentation on the proposed purchase of an armored vehicle for the Irwindale Police Department.

16. PUBLIC HEARINGS

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

A. Public Hearing Regarding Adoption of an Urgency Ordinance to Approve the Irwindale Police Department's Updated Military Equipment Inventory Mandated by AB 481
Department: Police

Recommendation: Conduct the duly noticed public hearing, and adopt an urgency ordinance by title only, waiving further reading Ordinance No. 812 entitled, "URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937(B) APPROVING AND ADOPTING INVENTORY UPDATES OF MILITARY EQUIPMENT POLICY AS PART OF THE IRWINDALE POLICE DEPARTMENT POLICY MANUAL IN COMPLIANCE WITH ASSEMBLY BILL 481"

17. CITY MANAGER'S REPORT

18. 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.

19. ADJOURN

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

20. AB 2449 DISCLOSURES

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

21. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held July 23, 2025
Department: City Clerk

Recommendation: Approve

B. Warrants / Demands / Payroll
Department: Finance

Recommendation: Approve.

C. Consideration of Resolution No. SA 2025-109-3697 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment

Schedule and Administrative Budget for July 1, 2026 through June 30, 2027
Department: Finance

Recommendation: **Adopt Resolution No. SA 2025-109-3697** entitled "A Resolution of the City Council of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for The Twelve-Month Fiscal Period Beginning July 1, 2026 and Ending June 30, 2027."

22. 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.

23. ADJOURN

HOUSING AUTHORITY

24. AB 2449 DISCLOSURES

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

25. CONSENT CALENDAR

A. Minutes of the Regular Meeting Held July 23, 2025
Department: City Clerk

Recommendation: Approve

B. SB 341 Compliance Report for Fiscal Year (FY) 2024-2025
Department: Administration

Recommendation: Receive and file the SB 341 Compliance Report for FY 2023-2024 and direct that such report be filed with the City of Irwindale City Clerk's office and the California Department of Housing and Community Development.

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

27. ADJOURN

RECLAMATION 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 June 11, 2025
Department: City Clerk

Recommendation: Approve

B. Investment Quarterly Report for Fiscal Quarter Ending September 30, 2025
Department: Finance

Recommendation: That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2025.

C. 2025 4th Quarter Mining Report of Nine (9) SMARA Pits
Department: Engineering

Recommendation: Receive and file this report.

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 Reclamation 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, Housing Authority, and Reclamation Authority, to be held on December 10, 2025, be posted at the City Hall, Library, and Post Office on **December 5, 2025**.

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Reorganization of the City Council

City Manager's Recommendation:

Councilmembers elect Mayor and Mayor Pro Tempore.

Administrative Action:

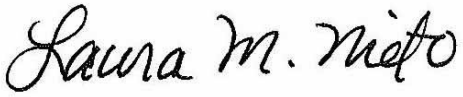
Submitted by:

Theresa Olivares, Assistant City Manager



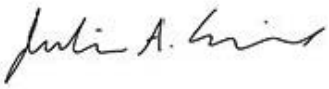
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

In accordance with City Council direction provided to staff at the October 22, 2025 City Council meeting, it is appropriate at this time for the City Council to reorganize, including the selection of a new Mayor and Mayor Pro Tempore. In order to complete the reorganization, the following procedure is recommended:

1. The Chief Deputy City Clerk opens the nominations for the office of Mayor. Any Councilmember may nominate and no second to the nomination is required.
2. After receiving all nominations, the Chief Deputy City Clerk closes the nominations
3. The Chief Deputy City Clerk then conducts the election of the Mayor by roll call vote. If there is more than one nomination, a roll call vote is conducted in order nominated until a Mayor is elected by majority vote.

4. The new Mayor then opens nominations for Mayor Pro Tempore in the same manner as above.
5. After receiving all nominations, the Mayor then closes the nominations.
6. The Mayor then conducts the election of the Mayor Pro Tempore by roll call vote. If there is more than one nomination, a roll call vote is conducted in the order nominated until a Mayor Pro Tempore is elected by majority vote.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

None

IRWINDALE CITY COUNCIL CHAMBERS **JULY 23, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **11:00 A.M.**

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

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

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

AB 2449 DISCLOSURES None.

SPONTANEOUS COMMUNICATIONS There were no speakers.

RECESS TO CLOSED SESSION At 11:03 a.m., the City Council met in Closed Session to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Sections 54954.5, 54956.9 (d)(4)

Number of Cases: One

ACTION: Information provided to the Council, discussion held; no reportable action taken

RECONVENE IN OPEN SESSION At 11:45 a.m., the City Council reconvened in Open Session.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 11:46 a.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JULY 23, 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

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 noted typographical corrections to Item No. 11H.

COUNCILMEMBER TRAVEL REPORTS

ALL COUNCILMEMBERS: All councilmembers spoke on their attendance at the Independent Cities Association Conference held July 11-13.

COUNCILMEMBER COMMENTS

MAYOR PRO TEM ORTIZ: Mayor Pro Tem Ortiz commended the excellent band that played at last Thursday's Music in the Park concert as well as Recreation staff for selecting such excellent bands.

INTRODUCTION OF NEW EMPLOYEES / PROMOTIONS None.

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

ITEM NO. 10A CHAMBER OF COMMERCE QUARTERLY UPDATE

CHAMBER OF COMMERCE: Lily Phan, CEO of the Irwindale Chamber of Commerce, presented

QUARTERLY UPDATE

the update.

ITEM NO. 10B
IRWINDALE CHAMBER OF COMMERCE BUSINESSES OF THE MONTH – LEE & ASSOCIATES AND CITY BREWERY IRWINDALE

IRWINDALE CHAMBER OF COMMERCE BUSINESSES OF THE MONTH – LEE & ASSOCIATES (MAY 2025) AND CITY BREWERY IRWINDALE (JUNE 2025)

The presentations were made.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Ambriz, seconded by Mayor Burrola, to approve the Consent Calendar, reading ordinances by title only and waiving further reading thereof, except for Item No. 11G, which was removed for separate consideration. The motion was unanimously approved; Councilmember Breceda and Mayor Pro Tem Ortiz recused themselves from Item No. 11H due to potential conflicts of interest, and Councilmembers Breceda and Garcia recused themselves from Item No. 11L due to potential conflicts of interest. The motion was unanimously approved.

ITEM NO. 11A
WARRANTS / DEMANDS / PAYROLL

WARRANTS / DEMANDS / PAYROLL

Th warrants / demands / payroll were approved.

ITEM NO. 11B
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2025

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2025

The Investment Quarterly Report for the fiscal quarter ending June 30, 2025, was received and filed.

ITEM NO. 11C
ADOPT A CODE OF CONDUCT FOR THE PUBLIC SERVICES DEPARTMENT

ADOPT A CODE OF CONDUCT FOR THE PUBLIC SERVICES DEPARTMENT

RESOLUTION NO. 2025-69-3657 ADOPTED

Resolution No. 2025-69-3657, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING A CODE OF CONDUCT FOR THE PUBLIC SERVICES DEPARTMENT," was adopted.

ITEM NO. 11D
LSA CONTRACT AMENDMENT

LSA CONTRACT AMENDMENT

The City Council approved Contract Amendment No. 4 to the Agreement for Contract Services with LSA Associates, Inc. for the preparation of the Initial Study and Environmental Impact Report to

be prepared in association with land use entitlement applications for property located at 500 Speedway Drive, Irwindale, CA 91706.

ITEM NO. 11E
ZONE ORDINANCE AMENDMENT, ORDINANCE TO REGULATE BATTERY ENERGY STORAGE SYSTEMS (BESS)

ZONE ORDINANCE AMENDMENT NO. 02-2025, ORDINANCE NO. 800 TO ESTABLISH AN ORDINANCE REGULATING BATTERY ENERGY STORAGE SYSTEMS (BESS)

ORDINANCE NO. 800 ADOPTED ON SECOND 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, PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)," was adopted, reading by title only and waiving further reading thereof.

DENA ZEPEDA

Dena Zepeda asked why the Council was "eliminating the California Environmental Quality Act". She stated that BESS systems are dangerous and risk lives.

CARMEN ROMAN

Carmen Roman also spoke in opposition to the BESS system.

CITY ATTORNEY GUERRA

City Attorney Guerra advised that the City has completed an environmental impact report on the development, which has been reviewed and acted upon by the City Council. Tonight's action proposes a code amendment to the Zoning Code implementing the BESS ordinance into the Municipal Code and merely adopts regulation, though the ordinance itself would be exempt from environmental review.

ITEM NO. 11F
FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE'S E-WASTE EVENT

FEE WAIVER FOR IRWINDALE CHAMBER OF COMMERCE'S E-WASTE EVENT

RESOLUTION NO. 2025-70-3658 ADOPTED

Resolution No. 2025-70-3658, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, APPROVING A FEE WAIVER FOR THE

SPECIAL EVENT PERMIT APPLICATION FEE FOR THE E-WASTE RECYCLING EVENT ON JULY 26-27, 2025," was adopted.

ITEM NO. 11H
PROFESSIONAL CONTRACT FOR DENOVO PLANNING GROUP – CEQA SERVICES FOR PROPERTY LOCATED AT 4500 AZUSA CANYON ROAD

PROFESSIONAL CONTRACT FOR DENOVO PLANNING GROUP – CEQA SERVICES FOR PROPERTY LOCATED AT 4500 AZUSA CANYON ROAD

The City Council approved the contract with DeNovo Planning Group, for the preparation of an environmental assessment for property located at 4500 Azusa Canyon Road, Irwindale, CA 91706; Councilmember Breceda and Mayor Pro Tem Ortiz recusing themselves due to potential conflicts of interest.

ITEM NO. 11I
APPROVE APPROPRIATION OF ASSET FORFEITURE FUNDS

APPROVE APPROPRIATION OF ASSET FORFEITURE FUNDS

RESOLUTION NO. 2025-72-3660
ADOPTED

Resolution No. 2025-72-3660, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING RECEIPT OF AND APPROPRIATING FEDERAL ASSET FORFEITURE FUNDS FOR USE BY THE POLICE DEPARTMENT," was adopted.

ITEM NO. 11J
AWARD OF CONTRACT FOR CONSTRUCTION OF TRAFFIC SIGNAL AND STREET IMPROVEMENTS – ARROW HWY AT LIVE OAK AVE AND AZUSA CANYON RD AT NUBIA STREET

AWARD OF CONTRACT FOR CONSTRUCTION OF TRAFFIC SIGNAL AND STREET IMPROVEMENTS – ARROW HIGHWAY AT LIVE OAK AVENUE (EAST) AND AZUSA CANYON ROAD AT NUBIA STREET PROJECT; P-1073

The City Council authorized the City Manager to enter into an agreement with Elecnor Belco Electric, Inc. in the amount of $912,348 for the Traffic Signal and Street Improvements - Arrow Highway at Live Oak Avenue (East) and Azusa Canyon Road at Nubia Street Project, approved a 20% construction contingency in the amount of $182,470 to cover any unforeseeable conditions that may arise during construction, and

RESOLUTION NO. 2025-71-3659
ADOPTED

Resolution No. 2025-71-3659, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING BUDGET AMENDMENT TO APPROPRIATE $500,000 FROM THE GENERAL FUND RESERVES, AND $355,423 FROM THE MINING IMPACT FUND RESERVES TO THE TRAFFIC SIGNAL AND STREET IMPROVEMENTS – ARROW HIGHWAY AT LIVE OAK AVENUE (EAST) AND AZUSA CANYON ROAD AT NUBIA STREET PROJECT; P-1073," was adopted.

ITEM NO. 11K PROFESSIONAL CONTRACT FOR CIVIL / GEOTECHNICAL ENGINEERING SERVICES	APPROVAL OF A PROFESSIONAL CONTRACT FOR CIVIL / GEOTECHNICAL ENGINEERING SERVICES FOR (1) SURFACE MINING AND RECLAMATION ACT OF 1975 (SMARA) COMPLIANCE OF MINING PITS, (2) RECLAMATION OVERSIGHT AND REVIEW OF GRADING PERMITS FOR INERT BACKFILL OPERATION OF MINE PITS, AND (3) GEOTECHNICAL ENGINEERING SUPPORT FOR THE CITY OF IRWINDALE The City Council authorized the City Manager to execute a service contract agreement with Geo-Logic Associates, Inc., in the amount of $1,020,000 for Civil Engineering / Geotechnical Engineering Services for (1) SMARA compliance of mining pits, (2) reclamation oversight and review of grading permits for inert backfill operations of mining pits, and (3) Geotechnical Engineering technical support services to prepare and develop geotechnical mining policy (“Agreement”).
ITEM NO. 11L AUTHORIZE THE APPLICATION AND EXECUTION OF THE CHARGE READY DIRECT CURRENT FAST CHARGING PARTICIPATION AGREEMENT	AUTHORIZE THE APPLICATION AND EXECUTION OF THE CHARGE READY DIRECT CURRENT FAST CHARGING PARTICIPATION AGREEMENT
RESOLUTION NO. 2025-73-3661 ADOPTED	**Resolution No. 2025-73-3661**, entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE APPLICATION AND EXECUTION OF THE CHARGE READY DIRECT CURRENT FAST CHARGING PARTICIPATION AGREEMENT,” was adopted; Councilmembers Breceda and Garcia recusing themselves due to potential conflicts of interest.

END OF CONSENT CALENDAR

ITEM NO. 11G PROFESSIONAL CONTRACT FOR PLACEWORKS, INC. – CEQA SERVICES FOR PROPERTY LOCATED AT 4500 AZUSA CANYON ROAD	PROFESSIONAL CONTRACT FOR PLACEWORKS, INC. – CEQA SERVICES FOR PROPERTY LOCATED AT 4500 AZUSA CANYON ROAD
MAYOR PRO TEM ORTIZ	Mayor Pro Tem Ortiz asked about the other firms that submitted proposals for this project and stated his desire to avoid awarding projects repeatedly to the same firm since it may send a wrong message, to which Senior Planner Jones advised that a list of

proposals for future projects would be submitted to the Council. Senior Planner Jones added that: 1) proposals for this project had been received by DeNovo Planning Group, ECorp Consulting, InterWest, Meridien, MIG, PlaceWorks, and StateCrest Planning and Environmental, and 2) though the same firm may be selected on multiple occasions, there may be differing teams within that firm that work on the projects. She also spoke on the process staff utilizes when selecting a firm to propose to be hired by the Council.

Responding to an additional question by Mayor Pro Tem Ortiz, Senior Planner Jones indicated that staff does not review costs at the time that proposals are reviewed. She added that the developer is responsible for paying the costs.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz concurred with Mayor Pro Tem Ortiz and asked that lists of firms that submit proposals be provided to the Council in the future, to which Senior Planner Jones stated that the process undergone for bids and proposals vary, though staff will make sure to provide the requested information in future agenda reports.

COUNCILMEMBER BRECEDA — Councilmember Breceda agreed and stated that the Council is interested in learning about the proposing firms' qualifications.

MOTION — A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Breceda, to approve the contract with PlaceWorks, Inc., for the preparation of an environmental assessment for property located at 5555 Irwindale Avenue, Irwindale, CA 91706. The motion was unanimously approved.

CARMEN ROMAN — Carmen Roman spoke in favor of staff providing the requested information to the Council.

SPONTANEOUS COMMUNICATIONS

PAT GONZALES — Pat Gonzales expressed her disappointment that an individual was permitted to speak about personnel issues at the previous Council meeting.

DENA ZEPEDA — Dena Zepeda concurred with Ms. Gonzales and spoke on what she perceived to be false allegations made against her by the Council. She also stated that representatives in HR should not participate in the personnel investigation since it involves them as well.

CITY ATTORNEY GUERRA — City Attorney Guerra advised that the individual that spoke on personnel matters was within her right to speak about the topic since she was not a city employee at the time, and that the Council acted appropriately in not engaging in discussion on the topic.

NEW BUSINESS

ITEM NO. 13A CONSIDERATION OF APPOINTMENT OF TWO (2) BUSINESS REPRESENTATIVES TO THE ICF BOARD OF DIRECTORS	CONSIDERATION OF APPOINTMENT OF TWO (2) BUSINESS REPRESENTATIVES TO THE ICF BOARD OF DIRECTORS
ASSISTANT CITY MANAGER OLIVARES	Assistant City Manager Olivares presented the report.
RESOLUTION NO. 2025-56-3644 ADOPTED	**Resolution No. 2025-56-3644**, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO IRWINDALE BUSINESS REPRESENTATIVES TO THE IRWINDALE COMMUNITY FOUNDATION FOR TWO YEAR TERMS EXPIRING JUNE 30, 2027," was adopted, thereby appointing Steven Hillgren and George Silva to the ICF, on the motion of Councilmember Ambriz, seconded by Councilmember Breceda, and unanimously approved.
ITEM NO. 13B IRWINDALE MUNICIPAL CODE SECTION 17.13.120	IRWINDALE MUNICIPAL CODE SECTION 17.13.120 (Recreational Vehicle Parking on Residential Property)
ASSOCIATE PLANNER TYLER	Associate Planner Tyler presented the staff report.
DELINDA GARCIA	Delinda Garcia asked that the Council make a decision that benefits all citizens of Irwindale, asked whether setback size had been decided, and asked why the issue came up for discussion. She stated that the topic of restricting RV parking should be left alone, though if the Council feel it must act, then it should approve setbacks of no more than five or 10 feet. She expressed concern since she and her husband just purchased an RV that may be subject to new parking restrictions.
DENA ZEPEDA	Dena Zepeda stated that the matter arose since complaints were received from motorists that exited their driveways had their visibility impaired by RV's parked on the streets, sparking safety concerns.
CARMEN ROMAN	Carmen Roman stated that RVs parked on the street take up too much room and that they impede motorists' vision, which could risk the safety of children playing nearby. She suggested that RV owners be made to park their RVs on their private properties.

ROBERT MORAGO — Responding to a question by Robert Morago, Director Simpson explained how the comprehensive zoning code update modified setback requirements. She added the possibility of currently-owned RV's being considered legal non-conforming units, though newly purchased RV's may be subject to certain setback requirements, and that staff is now seeking Council direction on setback requirements, which may require amending the zoning code.

Robert Morago suggested requiring a 5-foot setback for all.

DELINDA GARCIA — Delinda Garcia stated that setback requirements for newly purchased RVs would be unfair.

MARICELA FRYMARK — Maricela Frymark noted that this specific item pertains to parking RVs on residential properties, not public properties, such as streets. She said that the goal of the residential ordinance would be to avoid impeding the public sidewalk and stated her belief that a 5-foot or 10-foot setback would not impede the public sidewalk.

DONIELLE GAMEZ — Donielle Gamez disagreed with Mrs. Frymark's concern. She stated that any safety issues should be relayed to the Police Department and indicated that she has not seen any concrete evidence that RV parking has caused safety issues. She noted that speed bumps have been installed on Allen, parents should supervise their children while playing outdoors, and that homelessness issues are more serious that should be focused on. She encouraged the Council to hold a workshop to receive additional comments from the public.

CITY ATTORNEY GUERRA — City Attorney Guerra noted that the matter currently under discussion pertains to parking RVs on residential properties, and that the next item for discussion relates to parking RVs on public streets.

COUNCILMEMBER GARCUA — Councilmember Garcia suggested approving a 5-foot setback, if one is needed at all.

COUNCILMEMBER BRECEDA — Councilmember Breceda agreed with Councilmember Garcia since this should be sufficient to provide good visibility, though he expressed disappointment since this requirement may negatively affect some residents.

MAYOR BURROLA — Mayor Burrola stated that he requested that this item be placed on the agenda to discuss setback size. He indicated that a five-foot setback may not be sufficient since children may play along the sidewalk and expressed his comfort in approving a 10-foot setback to increase pedestrian safety.

DIRECTOR SIMPSON — Director Simpson requested that the Council clarify where the setback should begin.

MAYOR PRO TEM ORTIZ

Responding to a question by Mayor Pro Tem Ortiz, Director Simpson advised that the block wall's maximum height for the front yard is four feet to allow for vision clearance.

Mayor Pro Tem Ortiz concurred that a 10-foot setback would be appropriate.

COUNCILMEMBER AMBRIZ

Councilmember Ambriz spoke in support of approving a 10-foot setback, measured from the property line.

MOTION

A motion was made by Mayor Burrola, seconded by Mayor Pro Tem Ortiz, to direct staff to remit the draft ordinance to the Planning Commission for recommendation, then returned to the Council for final adoption. The motion was approved with Councilmember Ambriz, Mayor Pro Tem Ortiz, and Mayor Burrola in favor, and Councilmembers Breceda and Garcia opposed.

ITEM NO. 13C
UPDATED RECREATIONAL VEHICLE ORDINANCE

UPDATED RECREATIONAL VEHICLE ORDINANCE (Recreational Vehicle Parking on Public Property)

CITY MANAGER MIRANDA

City Manager Miranda presented the staff report.

DENA ZEPEDA

Dena Zepeda stated that the purpose of this ordinance would be to increase pedestrian safety and that, in her opinion, the draft ordinance as presented is not stringent enough. She stated that RV's pose hazards since they impede visibility and that those that purchase RVs should also consider where they could park them.

CARMEN ROMAN

Carmen Roman spoke on visibility issues experienced when turning onto Allen Drive and suggested that RV parking permits cost $50 to be paid by the residents' guests, on a case-by-case basis.

DELINDA GARCIA

Delinda Garcia stated her opinion that RV's do not pose a threat; rather, the onus is on the passing motorists to be careful. She also asked where there is data showing that individuals have been struck in accidents caused by parked RVs.

ROBERT MORAGO

Robert Morago said that he has yet to see any proof of parked RV's causing health and safety issues and stated that there are many things that could impede or obscure motorists' views. He also indicated that he may need more than 12 permits per year as suggested in the ordinance, and that permits should cost $5 for everyone.

DONIELLE GAMEZ — Donielle Gamez noted other potential hazards and problems, such as 1) palm trees on Irwindale impeding drivers' vision, 2) parked cars at the corner of Calle Breceda and Irwindale, 3) curbs on Baca Street are not ADA compliant, 4) dilapidated housing units on Irwindale Avenue, and 5) homeless individuals.

FRED BARBOSA — Fred Barbosa said he would not allow anybody to tell him who can live on his property.

GARY STROBEHN — Gary Strobehn stated that he does not denounce those that could afford to purchase a home in Irwindale. He also stated that he has no issue with the trailer that is typically parked in front of his home. He concurred that permits be required from everyone.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz advised that the draft ordinance had been updated with changes since the matter was first discussed and indicated that he was comfortable with adopting it with an implementation date of November 9.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that the Council should act since parked RV's cause safety issues and that, by adopting the ordinance, staff in the Police and Code Enforcement Departments could act with regard to those that violate the ordinance. He stated his preference in enacting the ordinance on November 9 and that he has no issue with permit fees.

COUNCILMEMBER GARCIA — Councilmember Garcia asked how many vehicles would be allowed per household, to which Assistant City Manager Olivares advised that one RV would be allowed to be parked in front of their home.

Councilmember Garcia expressed his preference for a permitting process at first, with any necessary changes being added later. He stated that the proposed ordinance is too restrictive in some aspects and liberal in others.

COUNCILMEMBER BRECEDA — Councilmember Breceda agreed with Councilmember Garcia and stated that he was comfortable with requiring permits and that the actual safety issue lies with non-residents parking their RVs within city limits.

MAYOR PRO TEM ORTIZ — Mayor Pro Tem Ortiz cautioned against delaying action on this matter. He also stated that RV's and commercial vehicles parked along Los Angeles Street to the west of the Olive Pit entrance need to be moved also.

COUNCILMEMBER AMBRIZ — Councilmember Ambriz stated that the commercial vehicles parked along city streets need to be addressed by members of the Police and Code Enforcement departments, to which City Manager Miranda advised that members of the Police Department have gone to the

area recently and are logging incidents; staff will ensure that they return to enforce parking restrictions.

COUNCILMEMBER BRECEDA — Councilmember Breceda stated that the RV's parked along Los Angeles Street do not belong to Irwindale residents.

MAYOR BURROLA — Mayor Burrola stated that many individuals do not report safety incidents with the Police Department since they do not believe anything would result from it.

MOTION — A motion was made by Mayor Pro Tem Ortiz, seconded by Councilmember Ambriz, to amend the draft ordinance to include an effective date of September 10 and return for a first reading on August 27 and second reading in September. The motion was approved with Councilmember Ambriz, Mayor Pro Tem Ortiz, and Mayor Ambriz in favor; Councilmember Breceda against and Councilmember Garcia abstaining.

ITEM NO. 13D
VERBAL UPDATE ON THE IRWINDALE LIBRARY PROJECT

VERBAL UPDATE ON THE IRWINDALE LIBRARY PROJECT

COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA — Councilmembers Breceda and Garcia and City Manager Miranda recused themselves from discussing this item and exited the Council Chambers at 8:13 p.m.

ASSISTANT CITY MANAGER OLIVARES — Assistant City Manager Olivares presented the update.

COUNCILMEMBERS BRECEDA AND GARCIA AND CITY MANAGER MIRANDA — At 8:23 p.m., Councilmembers Breceda and Garcia and City Manager Miranda returned to the Council Chambers.

PUBLIC HEARINGS

ITEM NO. 14A
ZONE CHANGE NO. 03-2025 (EL NIDO PARK)

ZONE CHANGE NO. 03-2025 (EL NIDO PARK)

COUNCILMEMBERS BRECEDA AND GARCIA — Councilmembers Breceda and Garcia declared a potential conflict of interest with this item and exited the Council Chambers at 8:23 p.m.

ASSISTANT PLANNER PALMER — Assistant Planner Palmer presented the staff report.

OPEN PUBLIC HEARING — At 8:28 p.m., Mayor Burrola opened the public hearing.

CLOSE PUBLIC HEARING

There being no speakers, Mayor Burrola closed the public hearing at 8:29 p.m.

RESOLUTION NO. 2025-59-3467 ADOPTED

Resolution No. 2025-59-3467, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE ADOPTING ZONE CHANGE NO. 03-2025 AND MODIFYING THE CITY OF IRWINDALE ZONING MAP TO 1) REZONE A PARCEL FROM A-1 (AGRICULTURAL) ZONE TO RP (RECREATION AND PARKS) ZONE LOCATED AT APN: 8417-002-921, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA") PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3)", was adopted, on the motion of Councilmember Ambriz, seconded by Councilmember Garcia, and unanimously approved.

COUNCILMEMBERS BRECEDA AND GARCIA

Councilmembers Breceda and Garcia returned to the Council Chambers at 8:30 p.m.

CITY MANAGER'S REPORT

CITY MANAGER MIRANDA

City Manager Miranda presented the following report:

1) The Aquatics Division will host a family luau on July 26 and a community luau on August 2.
2) The Irwindale Chamber of Commerce will be hosting a free drive-thru e-waste recycling event on July 26 and 27.
3) The Irwindale Police Department invites all members of the public join in the National Night Out festivities scheduled for August 5.
4) Last weekend, Public Works staff cleaned up the Rivergrade Road underpass and removed dirt accumulation from mining activities on the median island of Arrow Highway. Two additional lighting fixtures have been installed on the north and south side of the Margaret Diaz Pavilion.

REQUESTS FOR AGENDA ITEMS BY CITY COUNCIL

None.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:32 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

November 2025

November 1 - 30, 2025

Number	Vendor Name	Date	Amount
ACH	US Bank	11/12/2025	38,286.54
		Report Total:	38,286.54

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 12/2/2025 5:40 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106741	ALESHIRE	Aleshire & Wynder, LLP	11/06/2025	59,437.92
106742	ALESHIRE	Aleshire & Wynder, LLP	11/06/2025	42,505.50
106743	ALLK01	All Kinds of BBQ	11/06/2025	1,339.54
106744	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	11/06/2025	532.00
106745	AMAZON1	Amazon Capital Services, Inc.	11/06/2025	1,868.89
106746	ATHENS	Athens Services	11/06/2025	6,049.43
106747	Ayala01	Leonor Ayala	11/06/2025	565.00
106748	BRITEW	BriteWorks, Inc.	11/06/2025	25,610.32
106749	BURGUA01	Rene Burguan	11/06/2025	450.00
106750	GALLARDC	Claudia Carlos	11/06/2025	1,500.00
106751	CINTAS	Cintas Corporation #693	11/06/2025	138.14
106752	COLDDU	Cold Duck Prod. Inc.	11/06/2025	2,700.00
106753	CPRSCA	CPRS Park & Recreation	11/06/2025	165.00
106754	CWA01	CWA AIA, Inc	11/06/2025	11,013.38
106755	EDDCAS	Employment Development Dept.	11/06/2025	3,780.74
106756	ESPI11	Victoria M. Espino	11/06/2025	300.00
106757	EVANS02	Gloria Evans	11/06/2025	375.00
106758	FLORE01	Karla Flores	11/06/2025	1,260.00
106759	FOOTH01	Foothill Communications, Inc.	11/06/2025	576.00
106760	SOUTHE17	Golden State Water Company	11/06/2025	2,396.44
106761	HOMEDE	Home Depot Credit Services	11/06/2025	1,696.84
106762	HOYEN	Noelle Hoye	11/06/2025	630.00
106763	INTER01	Interwest Consulting Group	11/06/2025	6,481.25
106764	IRWIND04	Irwindale Chamber Of Commerce	11/06/2025	7,500.00
106765	IRWIND04	Irwindale Chamber Of Commerce	11/06/2025	150.00
106766	IRWIND21	Irwindale Hand Wash & Auto Detail	11/06/2025	459.86
106767	JOHN01	Roger William Johnson	11/06/2025	1,300.00
106768	COORYE	Samir M. Khoury	11/06/2025	24,960.00
106769	LEDEZMA	Erica Ledezma	11/06/2025	1,440.00
106770	LANCES	LSL, LLP	11/06/2025	3,315.00
106771	MIRAND25	Blanche V. Miranda	11/06/2025	650.00
106772	OFFICE03	ODP Business Solutions, LLC	11/06/2025	265.01
106773	OPTUM01	OptumRx, Inc.	11/06/2025	42,221.11
106774	SCFUELS	SC Fuels	11/06/2025	6,694.45
106775	SCHOCK01	Susan Schock	11/06/2025	180.00
106776	SEMA01	SEMA LLC	11/06/2025	501.45
106777	GASCOM	SoCalGas	11/06/2025	4,218.85
106778	SCE02	Southern California Edison	11/06/2025	25,458.06
106779	SWEET02	Sweet Moments Photobooth LLC	11/06/2025	599.00
106780	TAPIA11	Sylvia Tapia	11/06/2025	1,500.00
106781	TEDJOH	Ted Johnson Propane	11/06/2025	75.32
106782	VALLEY01	Valley County Water District	11/06/2025	4,225.23
106783	VALLEY09	Valley View Mutual Water Co.	11/06/2025	156.17
106784	VISION01	Vision Service Plan - (CA)	11/06/2025	2,329.38
106785	WAGONER	Pamela Wagoner	11/06/2025	770.00
106786	CALIFO56	California State Disbursement Unit	11/13/2025	604.15
106787	CALIFO57	California State Disbursement Unit	11/13/2025	143.07
106788	FRANC06	Franchise Tax Board	11/13/2025	155.37
106789	FRANC06	Franchise Tax Board	11/13/2025	530.09
106790	LOSANG31	Los Angeles County Sheriff's Dept.	11/13/2025	205.25

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 12/2/2025 5:40 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106791	ALLCI01	All City Management Services, Inc	11/13/2025	2,243.40
106792	BARBOS04	Dolores Barbosa	11/13/2025	300.00
106793	CONCE01	Concentra	11/13/2025	244.50
106794	DOOLEY	Dooley Enterprises, Inc.	11/13/2025	7,898.08
106795	garcia43	Valerie Garcia	11/13/2025	102.00
106796	GRIJAL05	Daniel M. Grijalva	11/13/2025	2,457.60
106797	HINDER	Hinderliter, De Llamas & Assoc	11/13/2025	424.94
106798	IRWIND21	Irwindale Hand Wash & Auto Detail	11/13/2025	952.70
106799	JIME02	Miguel Jimenez	11/13/2025	175.00
106800	LEOS01	Jazmine Leos	11/13/2025	200.00
106801	LIEBERT	Liebert Cassidy Whitmore	11/13/2025	100.00
106802	LOPEZJ01	Jade Lopez	11/13/2025	218.79
106803	OFFICE03	ODP Business Solutions, LLC	11/13/2025	38.20
106804	PHASEII	PARS	11/13/2025	1,750.00
106805	PLAN01	PlanetBids, LLC	11/13/2025	12,182.63
106806	PROPRINT	Pro Printing, Inc.	11/13/2025	2,719.62
106807	SALGAD02	Michele Salgado	11/13/2025	76.75
106808	SMART&	Smart & Final	11/13/2025	1,275.93
106809	TERRA01	Terra Realty Advisors, Inc	11/13/2025	2,998.98
106810	VALLEY01	Valley County Water District	11/13/2025	24,616.33
106811	COLLIN02	Stephen L. Collins	11/13/2025	150.00
106812	ALLIAN02	Alliant Insurance Svcs, Inc.- Irvine Main	11/20/2025	345.00
106813	ARAICA01	Byron Araica	11/20/2025	1,514.23
106814	AT&T06	AT & T	11/20/2025	1,822.65
106815	AT&T08	AT & T	11/20/2025	1,201.36
106816	CINGULAR	AT & T Mobility	11/20/2025	284.91
106817	AZUSALW	Azusa Light & Water	11/20/2025	600.36
106818	OROSCO05	Rebecca Bardales	11/20/2025	141.50
106819	BENE02	Benefit Coordinator Corporation (BCC)	11/20/2025	3,250.35
106820	BENE01	Benefit Coordinators Corp	11/20/2025	33,731.30
106821	BURROL08	Larry Burrola	11/20/2025	102.51
106822	CALIFO02	California American Water	11/20/2025	297.04
106823	CANYON01	Canyon Auto Services LLC	11/20/2025	35.00
106824	CARDEN03	Jorge Cardenas	11/20/2025	431.06
106825	CARRIL11	Vincent Carrillo	11/20/2025	241.81
106826	CERTIFIX	Certifix Live Scan	11/20/2025	70.00
106827	CHANDL	Chandler's Air Conditioning &	11/20/2025	1,687.16
106828	CHARTE01	Charter Communications	11/20/2025	100.00
106829	CHARTE04	Charter Communicatons	11/20/2025	145.18
106830	BALDWI02	City of Baldwin Park	11/20/2025	1,750.00
106831	DAVILA06	Michael Davila	11/20/2025	75.00
106832	FEDEX	FedEx	11/20/2025	5.67
106833	FRONT01	Frontier Communications	11/20/2025	678.60
106834	GARCIA30	Ruth Garcia	11/20/2025	10.00
106835	TONY01	Antonio Garcia Bonilla	11/20/2025	994.03
106836	HOMEDE	Home Depot Credit Services	11/20/2025	2,618.67
106837	HOYEN	Noelle Hoye	11/20/2025	130.00
106838	IRWIND21	Irwindale Hand Wash & Auto Detail	11/20/2025	356.91
106839	JOHNS01	Glen Johnsen	11/20/2025	231.61
106840	Leal20	Yolanda Leal	11/20/2025	110.00
106841	LOPEZJ01	Jade Lopez	11/20/2025	75.94

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 12/2/2025 5:40 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106842	MARTIN44	Peggy Martinez	11/20/2025	30.00
106843	MIRAND08	Gina Miranda	11/20/2025	300.00
106844	OFFICE03	ODP Business Solutions, LLC	11/20/2025	216.14
106845	OLIVAR01	Theresa Olivares	11/20/2025	167.23
106846	ORTIZ03	Norma Ortiz	11/20/2025	70.00
106847	PEER01	Peerless Network, Inc	11/20/2025	1,411.78
106848	PILLS01	Pillsbury Winthrop Shaw Pittman LLP	11/20/2025	1,085.50
106849	PITNEY06	Pitney Bowes, Inc	11/20/2025	983.55
106850	PLURAL01	Pluralsight, LLC	11/20/2025	1,130.00
106851	PROPRINT	Pro Printing, Inc.	11/20/2025	409.78
106852	PURCHA	Purchase Power	11/20/2025	2,018.75
106853	QUINO01	Mariana Quinones	11/20/2025	339.00
106854	RAMI12	Angelina Ramirez	11/20/2025	75.00
106855	RODRIG04	Elizabeth Rodriguez	11/20/2025	300.00
106856	SCFUELS	SC Fuels	11/20/2025	7,303.29
106857	SECT01	Sectran Security Inc.	11/20/2025	138.08
106858	SEMA02	SEMA INC	11/20/2025	4,755.60
106859	SCE02	Southern California Edison	11/20/2025	21,596.89
106860	Southe28	Southern Calif Regional Rail Authority	11/20/2025	90,720.00
106861	WOLL02	Susan Margaret Woolley	11/20/2025	37,862.29
106862	STROBE03	Gary Strobehn	11/20/2025	433.76
106863	TATUM01	Blanca Tatum	11/20/2025	75.00
106864	TEXAS01	Texas Life Insurance Co.	11/20/2025	4,092.49
106865	verizonw	Verizon Wireless	11/20/2025	2,732.33
106866	WILLDAN	Willdan Financial Services	11/20/2025	1,093.50
106867	ALESHIRE	Aleshire & Wynder, LLP	11/20/2025	76,379.85
106868	ACCO01	ACCO Engineering Systems	11/26/2025	3,581.95
106869	AMERIFID	American Fidelity Assurance	11/26/2025	10,882.04
106870	DF01	Anselmo Ryan Angulo	11/26/2025	200.00
106871	ARAICA01	Byron Araica	11/26/2025	758.04
106872	AZUSALW	Azusa Light & Water	11/26/2025	502.47
106873	MIJACA	Balcon Holdings, Inc.	11/26/2025	259.00
106874	BRECED04	Mark A. Breceda	11/26/2025	736.84
106875	CINTAS	Cintas Corporation #693	11/26/2025	300.59
106876	CONVER	Converse Consultants, Inc.	11/26/2025	2,500.00
106877	PMIDEN	Delta Dental Insurance Company	11/26/2025	703.39
106878	ESPINO10	Iris Espino	11/26/2025	121.38
106879	EWINGI	Ewing Irrigation Products, Inc.	11/26/2025	294.24
106880	HARDY01	Joseph Hardy	11/26/2025	320.83
106881	HART02	Robert Hartman	11/26/2025	200.00
106882	SAMANKR1	Samantha Krost	11/26/2025	382.92
106883	LEXI01	Lexipol, LLC	11/26/2025	6,981.45
106884	LIEBERT	Liebert Cassidy Whitmore	11/26/2025	1,144.00
106885	PRAXAI	Linde Gas & Equipment Inc	11/26/2025	75.14
106886	LANCES	LSL, LLP	11/26/2025	36,125.00
106887	OPTUM01	OptumRx, Inc.	11/26/2025	23,342.73
106888	ORDON01	Shery Ordonez	11/26/2025	10.00
106889	ORKINP	Orkin Pest Control	11/26/2025	254.00
106890	PHASEII	PARS	11/26/2025	3,250.00
106891	PENA001	Albert Penaloza	11/26/2025	60.00
106892	SCE02	Southern California Edison	11/26/2025	2,010.34

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 12/2/2025 5:40 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106893	STATEO01	State Of California	11/26/2025	160.00
106894	UNITED11	United Site Services of CA Inc	11/26/2025	734.70
106895	verizonw	Verizon Wireless	11/26/2025	772.91
106896	VISION01	Vision Service Plan - (CA)	11/26/2025	2,024.19
106897	WESTCO05	West Coast Arborists, Inc.	11/26/2025	10,925.25
106898	CALIFO56	California State Disbursement Unit	12/02/2025	604.15
106899	CALIFO57	California State Disbursement Unit	12/02/2025	143.07
106900	CALIFO58	California State Disbursement Unit	12/02/2025	100.00
106901	CITY01	City of Hope	12/02/2025	34.00
106902	FRANC06	Franchise Tax Board	12/02/2025	530.09
106903	FRANC06	Franchise Tax Board	12/02/2025	155.37
106904	ICEA	Irwindale City Employee Assoc.	12/02/2025	910.00
106905	IMEA	Irwindale Mgmt Employee Assoc.	12/02/2025	580.00
106906	IRWIND02	Irwindale Police Officers Assoc.	12/02/2025	3,188.00
106907	LOSANG31	Los Angeles County Sheriff's Dept.	12/02/2025	205.25
106908	ACCO01	ACCO Engineering Systems	12/10/2025	2,556.00
106909	ALLCI01	All City Management Services, Inc	12/10/2025	1,009.53
106910	AMAZON1	Amazon Capital Services, Inc.	12/10/2025	557.12
106911	AMAZON01	Amazon Graphics	12/10/2025	38.68
106912	AMERI02	American Business Bank	12/10/2025	41,999.77
106913	AT&T13	AT&T California	12/10/2025	4,055.00
106914	AT&T13	AT&T California	12/10/2025	1,520.00
106915	AZBUSS	A-Z Bus Sales, Inc.	12/10/2025	805.00
106916	B&BTIR	B & B Tires Service	12/10/2025	1,521.80
106917	BILLST	Bill's Truck Repair, Inc.	12/10/2025	614.89
106918	BRITEW	BriteWorks, Inc.	12/10/2025	450.00
106919	BURRO01	Burro Canyon Ent. Inc.	12/10/2025	300.00
106920	CANYON01	Canyon Auto Services LLC	12/10/2025	392.90
106921	CASTA02	Esteban Castaneda	12/10/2025	750.00
106922	CHANDL	Chandler's Air Conditioning &	12/10/2025	542.28
106923	CIVIC02	CivicPlus, LLC	12/10/2025	3,179.61
106924	LOSANG33	County of Los Angeles	12/10/2025	38,574.58
106925	CWA01	CWA AIA, Inc	12/10/2025	11,013.38
106926	CWE01	CWE	12/10/2025	8,712.71
106927	DANA01	Dana Safety Supply	12/10/2025	647.89
106928	DASH01	Dash Medical Gloves, LLC	12/10/2025	199.35
106929	DEMCOI	Demco, Inc.	12/10/2025	127.74
106930	DUDEK01	Dudek	12/10/2025	9,280.00
106931	DYNA01	Dynamic Planning, LLC	12/10/2025	25,011.36
106932	ELECN01	Elecnor Belco Electric, Inc.	12/10/2025	3,562.50
106933	ENVIRO05	Environmental Science Associates (ESA)	12/10/2025	2,288.13
106934	ENVI01	Envisionware, Inc.	12/10/2025	2,008.36
106935	EWINGI	Ewing Irrigation Products, Inc.	12/10/2025	294.24
106936	FCG01	FCG Consultants Inc.	12/10/2025	4,191.31
106937	FILLG01	Fill Good Landscaping	12/10/2025	18,365.00
106938	FLAGSH	Flag Shop	12/10/2025	390.03
106939	FORENS02	Forensic Nurse Response Team	12/10/2025	1,942.92
106940	GEO20	Geo-Advantec , Inc.	12/10/2025	857.50
106941	GEOLOG	Geologic Associates	12/10/2025	163,962.50
106942	GRAING	Grainger	12/10/2025	627.02
106943	IDRENV	IDR Environmental Services	12/10/2025	5,196.98

Accounts Payable

Checks by Date - Summary by Check Number

User: kzhang
Printed: 12/2/2025 5:40 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
106944	JOEAGO	Joe A. Gonsalves & Son	12/10/2025	2,375.00
106945	KEYSER	Keyser Marston Associates, Inc	12/10/2025	9,263.75
106946	COORYE	Samir M. Khoury	12/10/2025	33,951.00
106947	LACODE01	LA Co Dept Of Public Works	12/10/2025	19,759.25
106948	LANDSC	Landscape Warehouse III Inc.	12/10/2025	390.85
106949	LAWN01	Lawn Mower Corner West Covina	12/10/2025	427.92
106950	LEWISE	Lewis Engraving, Inc.	12/10/2025	66.30
106951	LINN01	Deborah Linn	12/10/2025	8,175.00
106952	LOSANG09	Los Angeles County	12/10/2025	16,750.01
106953	MIDAS	Manuel C Muratalla	12/10/2025	1,187.92
106954	MARIPO	Mariposa Landscapes, Inc.	12/10/2025	9,196.00
106955	MARXBR	Marx Bros Fire Extinguisher Co	12/10/2025	450.00
106956	MED01	Med-Tech Resource	12/10/2025	175.66
106957	OFFICE03	ODP Business Solutions, LLC	12/10/2025	404.77
106958	PCI01	PCI	12/10/2025	5,000.00
106959	PERF03	Performance Elevator Contractors, Inc.	12/10/2025	380.00
106960	PERFOR02	Performance Ford	12/10/2025	138.27
106961	LEGAL03	Pre-Paid Legal Services, Inc.	12/10/2025	110.65
106962	PROPRINT	Pro Printing, Inc.	12/10/2025	2,507.51
106963	ADAMPP	Professional Police Supply Inc	12/10/2025	1,428.40
106964	PROFOR01	ProForce Law Enforcement	12/10/2025	705.43
106965	RANCHO01	Rancho Duarte Florist	12/10/2025	301.67
106966	ROBERT10	RC Construction Service Inc. Robert Clapper (	12/10/2025	797,995.69
106967	ROSENO	RSG	12/10/2025	978.75
106968	SOUTHE04	Southern CA Assoc Of Governmts	12/10/2025	303.00
106969	LEES01	Chad A. Streelman	12/10/2025	5,679.70
106970	TAB01	TAB Products Co. LLC	12/10/2025	577.50
106971	ULINE01	Uline	12/10/2025	106.26
106972	WALT01	Walters Wholesale Electric Co.	12/10/2025	207.78
106973	HDSUP01	WHITE CAP, L.P.	12/10/2025	967.00

Report Total (233 checks): 2,065,431.77

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
November 2025

Payroll Batch	408.11.2025, 414.11.2025		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/13/25			
	11 City Council		1,731.15
	13 City Administrative Office		63,314.54
	14 Finance Department		26,462.33
	35 Police Department		242,395.33
	40 Recreation Department		36,382.11
	41 Aquatics Department		9,444.91
	42 Senior Citizens' Center		21,586.93
	44 Library		16,955.59
	51 Planning & Community Development		32,869.14
	52 Public Works - Engineering		35,059.23
	57 Public Works - Services		59,165.06
		Gross Payroll	545,366.32
		Required Deductions	(161,844.60)
		Voluntary Deductions	(26,289.71)
		Net Payroll	357,232.01

Payroll Batch	422.11.2025, 426.11.2025		
DATE OF ISSUE	DEPARTMENT		AMOUNT
11/26/25			
	11 City Council		6,086.29
	13 City Administrative Office		63,078.73
	14 Finance Department		27,246.86
	35 Police Department		253,272.43
	40 Recreation Department		36,682.19
	41 Aquatics Department		6,279.99
	42 Senior Citizens' Center		21,749.78
	44 Library		17,185.96
	51 Planning & Community Development		32,862.92
	52 Public Works - Engineering		36,139.95
	57 Public Works - Services		58,456.02
		Gross Payroll	559,041.12
		Required Deductions	(167,713.55)
		Voluntary Deductions	(28,147.85)
		Net Payroll	363,179.72

Item #13.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approval of the 2026 Local Appointments List

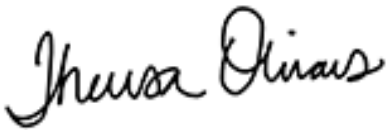
City Manager's Recommendation:

Adopt Resolution No. 2025-117-3705 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2026 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME" reading by title only and waiving further reading thereof.

Administrative Action:

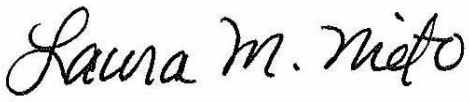
Submitted by:

Theresa Olivares, Assistant City Manager

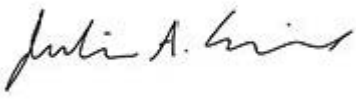


Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:



Julian A. Miranda, City Manager

Background and Analysis:

Government Code Sections 54970-54975 (the "Maddy Act") require municipal agencies to prepare and post a list of appointments of all regular and ongoing boards, commissions, and committees. This list is known as the Local Appointments List.

The Maddy Act was enacted to ensure that members of the public are aware of opportunities to serve on local commissions. The Maddy Act mandates that on or before December 31 of each year, the City

Council shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council.

The list must include (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; and (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.

The Chief Deputy City Clerk will be directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at the City Hall bulletin board, City's website (www.irwindaleca.gov) and the Irwindale Public Library.

Fiscal Impact:

None

Attachments:

1. Resolution No. 2025-117-3705 List of Local Appointments

RESOLUTION NO. 2025-117-3705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, STATE OF CALIFORNIA, REGARDING THE PREPARATION OF THE 2026 LOCAL APPOINTMENTS LIST AND POSTING OF THE SAME

WHEREAS, the Maddy Act, California Government Code Section 54970 *et seq.,* requires the City Council to prepare a Local Appointments List, which lists all regular and ongoing boards, commissions and committees which are appointed by the City Council; and

WHEREAS, the Local Appointments List is required to be made available to members of the public; and

WHEREAS, the City Council of the City of Irwindale desires to adopt the City of Irwindale's 2026 Local Appointments List, and make the same available to the public.

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

SECTION 1. The Mayor has prepared an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the City Council, the 2026 Local Appointments List, which is attached as Exhibit "A". The City Council has reviewed and approves the Local Appointments List as prepared. The Chief Deputy City Clerk is directed to make the Local Appointments List available to members of the public consistent with the requirements of the Maddy Act, including posting at Irwindale City Hall's bulletin board, City of Irwindale website and the Irwindale Public Library located at 5050 Irwindale Avenue, Irwindale, CA 91706.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Irwindale at a regular meeting held on the _____ day of December 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, do hereby certify that the foregoing Resolution No. 2025-117-3705 was adopted at an regular meeting of the Irwindale City Council held on the _____day of December 2025 by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

LOCAL APPOINTMENTS LIST
NOTICE OF COMMISSION VACANCIES

NOTICE IS HEREBY GIVEN that the City of Irwindale encourages residents to apply for positions on City Boards, Commissions, and Committees that will have vacancies in 2026. Commissioners are appointed by the City Council and are volunteers who serve three year terms (Planning Commissioners serve four year terms) beginning January 1 and must reapply after each term.

The following is a complete list of expiring appointed terms for 2026, names of incumbents and the dates of their appointment.

PARKS & RECREATION COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Justin Kelly	Appointed: 12/13/23	December 31, 2026

The Parks & Recreation Commission acts in an advisory capacity to the City Council in all matters pertaining to the city’s parks and recreation programs. The five-member body meets on the first Wednesday of each month at 6:00 p.m. in the City Council Chambers

PLANNING COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Albert Acosta	Appointed: 12/13/23 (unscheduled vacancy)	December 31, 2026
Maricela Frymark	Appointed: 12/14/22	December 31, 2026

The Planning Commission makes advisory decisions and recommendations to the City Council in the legislative matters of amending zone boundaries or use classification or other matters established by any ordinance of the city and state law. The five-member body meets on the third Wednesday of each month at 6:30 p.m. in the City Council Chambers

SENIOR CITIZEN COMMISSION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Caroline Acosta	Appointed: 12/13/23	December 31, 2026
Robert Lopez	Appointed: 12/13/23	December 31, 2026

The Senior Citizen Commission acts in an advisory capacity to the City Council and City Manager in all matters pertaining to the senior citizens of the community. The five-member body meets on the fourth Monday of each month at 9:00 a.m. in the City Council Chambers

IRWINDALE COMMUNITY FOUNDATION

Name of Appointee	Date of Appointment / Reappointment	Term Expiration
Albert F. Ambriz, Council appointee	Appointed: 7/24/24	June 30, 2026
Vanessa Duran, Resident Appointee	Appointed: 07/24/24	June 30, 2026
Dena Zepeda, Resident Appointee	Appointed: 01/08/25 (unscheduled vacancy)	June 30, 2026

The Irwindale Community Foundation's specific and primary purpose is to support the City of Irwindale and the residents of the City of Irwindale by providing funding, through grants, donations and corporate support, for community benefits and services to benefit the community.

No person shall be eligible for appointment to the any City Commission unless he or she is a resident of the City of Irwindale, age fifty years or older *(for the Senior Citizen Commission only)* and a registered, qualified voter of the City at the time of appointment. At all times during such commissioner's term of office he or she shall continue to be a resident and a registered, qualified voter of the city.

Laura M. Nieto

Laura M. Nieto, MMC
Chief Deputy City Clerk

Date Posted:

Item #13.D.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: 2nd Reading of Ordinance No. 816 - Concurrent Commission Service

City Manager's Recommendation:

Adopt on second 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 adopt on second reading 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. First reading of the ordinance occurred at the meeting of November 12, 2025. 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 #13.E.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Development Impact Fee Compliance Report Required Pursuant to Government Code § 66006.

City Manager's Recommendation:

That the City Council review, receive and file the Development Impact Fee Compliance Report for Fiscal Year ending on June 30, 2025.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The Development Impact Fees are charged to new development, and represents the new development project's fair share of costs for future infrastructure and facility needs that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted Development Impact Fee Ordinance No. 726 (IMC Section 3.50) on July 11, 2018, and the fees became effective sixty (60) days after. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

Pursuant to Government Code Section 66006, a local agency which levies Development Impact Fees shall make available to the public a report providing certain information set forth in Government Code Section 66006(b)(1) and shall review that information at the next regularly scheduled public meeting not less than 15 days after the information has been made available to the public.

Commencing on November 20, 2025, copies of the Development Impact Fee Compliance report, attached as Exhibit A, were made available to the public for review in the City Clerk's Office, as well as posted on the City's website. At this December 10, 2025, City Council meeting, the City Council is asked to review the information that has been made available to the public in accordance with Government Code Section 66006.

The purpose of this report is to provide the community with information as to the status and use of development impact fees collected and to meet the reporting requirement of Government Code Section 66006 for the fiscal year ending June 30, 2025.

Fiscal Impact:

There is no fiscal impact with the acceptance of this report.

Attachments:

1. FY 2024-25 Development Impact Fee Compliance Report

City of Irwindale
Development Impact Fee Annual Report
Fiscal Year 2024-2025

INTRODUCTION

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the Government Code[1]. The Development Impact Fees are meant to fund the cost of key capital facilities that will be needed to meet the City's growth demands.

The City Council of the City of Irwindale adopted the Development Impact Fee ("DIF") Ordinance No. 726 on July 11, 2018. On December 9, 2020, the City Council approved Resolution No. 2020-98-3258 approving adjustments of the City's DIF and the fees became effective sixty (60) days after adoption.

State law requires any local agency that imposes development impact fees to prepare and make available an annual report providing specific information about those fees within 180 days after the last day of each Fiscal year. The annual compliance reporting requirements are as follows:

1. A brief description of the type of fee in the account or fund, included as Section 1.

2. The amount of the fee, included as Section 2.

3. The beginning and ending balance of the account or fund, included as Section 3.

4. The amount of the fees collected and the interest earned, included as Section 4.

5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. Included as Section 5.

6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement,

[1] Unless otherwise specified herein, all statutory references are to the Government Code.

as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete. Included as Section 6.

7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan. Included as Section 7.

8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001. Included as Section 8.

RESPONSES TO THE REPORTING REQUIREMENTS

Section 1: A brief description of the type of fee in the account or fund

a. **Administrative Facilities** – The purpose of the fee is to ensure that the new development funds its fair share of administrative facilities. A fee schedule is presented based on the planned facilities standard of administrative facilities in the City of Irwindale to ensure that new development provides adequate funding to meet its needs.

b. **Transportation Facilities** – The purpose of this fee is to fund the needed transportation facilities, including roadway segments and intersection improvements, to accommodate new development.

c. **Library Facilities** – The purpose of this fee is to fund the needed Library facility. The Library facilities in Irwindale serve both residents and businesses. Therefore, demand for services and associated facilities are based on the City's service population including residents and workers.

d. **Storm Drain Facilities** – The purpose of this Storm Drain Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including storm drain facility infrastructure.

e. **Police Facilities** – The purpose of the police impact fee is to fund the police facilities needed to serve new development. Irwindale currently provides police services from a single police station. A proposed fee is presented based on the system plan standard of police facilities per capita.

f. **Sewer Facilities** – The purpose of this Sewer Facilities fee is to accommodate growth within the City of Irwindale and to fund new development, including sewer facilities infrastructure.

g. **Parks and Recreation Facilities** – The purpose of the parkland and park facilities impact fee is to fund the park facilities needed to serve new development. The maximum justified impact fee is presented based on the existing plan standard of parkland and park facilities per capita.

Section 2. Current Fee Schedule

Land Use	Admin Facilities	Police Facilities	Parks & Rec Facilities	Library Facilities	Trans-portation Facilities	Storm Drain Facilities	Sewer Facilities
Residential - Per Dwelling Unit							
Single Family	$ 6,390	$ 8,466	$ 17,519	$ 1,148	$ 3,992	$ 723	$ 31
Multifamily	3,019	3,999	8,276	542	2,787	476	15
Nonresidential - Fee per 1,000 Sq Ft							
Commercial	$ 1,452	$ 1,924	$ 3,468	$ 210	$ 7,096	$ 542	$ 27
Office	1,897	2,512	4,527	275	5,084	166	23
Industrial	705	934	1,684	102	3,370	383	3

Section 3. The beginning and ending balance of the account or fund

The beginning balance is as of July 1, 2024, and the ending balance is as of June 30, 2025.

Impact Fee Type	Beginning Balance July 1, 2024	Ending Balance June 30, 2025
Admin Facilities	$ 825,813.25	$ 825,813.25
Police Facilities	$ 1,093,880.46	$ 1,093,880.46
Parks & Rec Facilities	$ 1,972,193.08	$ 1,972,193.08
Library Facilities	$ 119,408.51	$ 119,408.51
Transportation Facilities	$ 3,942,963.79	$ 3,942,963.79
Storm Drain Facilities	$ 447,550.80	$ 447,550.80
Sewer Facilities	$ 3,615.41	$ 3,615.41
Total	**$ 8,405,425.30**	**$ 8,405,425.30**

Section 4. The amount of fees collected and the interest earned

No fees were collected as of July 1, 2024, and the ending balance is as of June 30, 2025.

Total interest of all Impact Fee Type on the above Ending Balance was $259,423.72.

Impact Fee Type	Fees Collected	Interest Earned	Total
Admin Facilities	$ -	$ 25,487.77	$ 25,487.77
Police Facilities	$ -	$ 33,761.35	$ 33,761.35
Parks & Rec Facilities	$ -	$ 60,869.46	$ 60,869.46
Library Facilities	$ -	$ 3,685.41	$ 3,685.41
Transportation Facilities	$ -	$ 121,695.01	$121,695.01
Storm Drain Facilities	$ -	$ 13,813.14	$ 13,813.14
Sewer Facilities	$ -	$ 111.59	$ 111.59
Total	**$ -**	**$ 259,423.72**	**$ 259,423.72**

Section 5. An identification of each public improvement on which the fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

No public improvement on which fees were expended during July 1, 2024, and the ending June 30, 2025.

Previous year's expended amounts were:

Project No.	Description	Amount Budgeted	Percentage of Project to be Funded	Amount Expended	Percentage of Budget Expended
8245	**Civic Center - Exterior Improvement**	849,575.00	68%	-	0%
8804	**Construction of New 8" VCP Sewer Main Extension on Arrow Hwy**	66,000.00	20%	14,599.45	22%
Total		**$ 915,575.00**		**$ 14,599.45**	

Project 8245

On May 28, 2025, the City Council approved to defund the Development Impact Fee Amount Budgeted for this project.

Project 8804

On May 28, 2025, the City Council approved to close and remove the project from the Capital Improvement Program completely.

Section 6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of the subdivision (a) of Section 66001, and the public improvement remains incomplete.

No public improvement on which fees were expended during July 1, 2024, and the ending June 30, 2025.

Section 7. A description of each inter-fund transfer or loan made from the account or fund, including the public improvement of which the transferred or loaned fees will be expended, and the case of an inter-fund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

No inter-fund transfer or loan made from account or fund, including the public improvement during July 1, 2024, and the ending June 30, 2025.

Section 8. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocation pursuant to subdivision (f) of Section 66001.

No refunds from Development Impact Fee Funds due to sufficient funding or unexpended revenues have been issued.

Item #13.F.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: 2nd Reading - BESS Ordinance

City Manager's Recommendation:

Read by title only, waive further reading thereof, and adopt on second reading Ordinance No. 814 entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT AND APPROVING DEVELOPMENT AGREEMENT NO. 01-2025 BY AND BETWEEN THE CITY OF IRWINDALE AND SAN GABRIEL PROJECT I LLC, SAN GABRIEL PROJECT II LLC, SAN GABRIEL PROJECT III LLC, AND SAN GABRIEL PROJECT IV LLC FOR THE BATTERY ENERGY STORAGE SYSTEM PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF".

Administrative Action:

Submitted/Reviewed by:

Adrian R. Guerra, City Attorney

Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

Ordinance No. 814 was introduced for first reading at a continued public hearing held at the special

meeting of the Irwindale City Council on December 3, 2025.

Section 13.10 of the Development Agreement now incorporates the following, additional verbiage:

This provision shall not apply to the remittance of the Initial DA Payment, the parent guaranty obligations, the surety bond obligations, insurance and indemnification requirements, and any and all financial assurances and obligations of Developer required by this Agreement.

With respect to the Final DA Payment, in the event of a force majeure claim that delays construction for a period of one year or more, the remittance of the Final DA payment shall be due and payable within thirty (30) days of the one year acceptance of the force majeure claim by the City or June 1, 2028, whichever is later.

Ordinance No. 814 will go into effect thirty days after its adoption.

Fiscal Impact:

The entire cost for the development will be covered by the Applicant/Developer. There will be no impact on the City's budget.

The City is to receive an eight million dollars ($8,000,000) payment in two (2) installments, with the initial one for two million dollars ($2,000,000) and the final one for six million dollars ($6,000,000). The developer covenants and agrees that the City shall receive a total of at least five million dollars ($5,000,000) in project sales and use tax revenue. This BESS Project will not be subject to Development Impact Fees or Linkage Fees.

Attachments:

1. Attachment A - Ordinance No. 814 approving DA No. 01-2025
2. AYPA Development Agreement

ATTACHMENT "A"

ORDINANCE NO. 814

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, FINDING THAT ENVIRONMENTAL IMPACT REPORT FOR THE IRWINDALE GATEWAY SPECIFIC PLAN (SCH NO. 2023020290) HAS FULLY ANALYZED THIS PROJECT AND APPROVING DEVELOPMENT AGREEMENT NO. 01-2025 BY AND BETWEEN THE CITY OF IRWINDALE AND SAN GABRIEL PROJECT I LLC, SAN GABRIEL PROJECT II LLC, SAN GABRIEL PROJECT III LLC, AND SAN GABRIEL PROJECT IV LLC FOR THE BATTERY ENERGY STORAGE SYSTEM PROJECT AND ADOPTING FINDINGS IN SUPPORT THEREOF

A. RECITALS

(i) California Government Code Sections 65864 *et* seq. ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation and comprehensive planning and identifying the economic costs of such development.

(ii) Attached to this Ordinance, Marked Exhibit "A" and incorporated herein by reference, is a Development Agreement, which hereinafter is referred to as "the **Development Agreement**."

(iii) San Gabriel Project I LLC, a Delaware limited liability company, San Gabriel Project II LLC, a Delaware limited liability company, San Gabriel Project III LLC, a Delaware limited liability company, and San Gabriel Project IV LLC, a Delaware limited liability company, hereinafter in this Ordinance referred to collectively as "**Developer**", has a leasehold interest to that certain portion of real property specifically located at 13620 Live Oak Avenue, legally described within the Development Agreement (the "**Site**"). Developer wishes to build a Battery Energy Storage System ("**Proposed Project**"). Rosebowl Project LLC, a Delaware limited liability company ("**Rosebowl**") is the owner of legal and/or equitable interest in the Site, and Developer has entered into a ground lease with Rosebowl, and thus Developer has qualified to enter into this Agreement in accordance with Development Agreement Law.

(iv) The Site is located within the specific plan area of the Irwindale Gateway Specific Plan and designated by the Land Use Designation of the General Plan as Specific Plan.

(v) On October 29, 2025, the City of Irwindale ("City") Planning Commission, following a duly noticed public hearing to consider the approval of this Ordinance and related Development Agreement, adopted Resolution No. 872(25), recommending approval of this Ordinance and related Development Agreement.

(vi) On November 24, 2025, the City Council held a duly noticed public hearing on the approval of this Agreement and continued the matter to a date certain of December 3, 2025.

(vii) On December 3, 2025, the City Council, following a duly noticed public hearing to consider the approval of this Agreement, approved the first reading and introduction of this Ordinance and related Development Agreement.

(viii) On December 10, 2025, the City Council, following a duly noticed public hearing to consider the approval of this Agreement, adopted this Ordinance and related Development Agreement on the second reading thereof.

(ix) 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 City, as the Lead Agency, has analyzed the project, and has determined that the Proposed Project was fully analyzed in the Environmental Impact Report for the Irwindale Gateway Specific Plan (SCH No. 2023020290), City's General Plan and, pursuant to CEQA Guidelines Sections 15183 and 15162, and is consistent with the previously certified EIR, therefore no subsequent EIR, Negative Declaration, or addendum is required for approval of the Proposed Project.

(x) City finds and determines that all legal prerequisites to the adoption of this Ordinance have occurred.

B. <u>ORDINANCE</u>

NOW, THEREFORE, the City Council of the City of Irwindale hereby does ordain as follows:

(i) In all respects as set forth in the Recitals, Part A of this Ordinance.

(a) Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA), the City as Lead Agency, has analyzed the Proposed Project, and has determined in Resolution No. 2025-01-3589, certifying an Environmental Impact Report ("EIR") (SCH# 2023020290), adopting a mitigation monitoring and reporting program, and a statement of overriding considerations for the Irwindale Gateway Specific Plan, which encompasses the Site that the Proposed Project was adequately assessed in the EIR. the City Council determined that none of the triggers for a Supplemental EIR or Subsequent EIR set forth in CEQA Guidelines 15162 were present and no further environmental review was required prior to approval of the Proposed Project. Pursuant to CEQA Guidelines Section 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required.

(b) The City Council hereby specifically finds and determines that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the Proposed Project, no significant adverse environmental effects will occur.

(ii) The City Council has found that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan. This Agreement and the Proposed Project will achieve a number of City objectives.

(iii) The City Council further finds that the Proposed Project is not subject to development impact fees as defined in Irwindale's Municipal Code ("IMC") §3.50.030, and development linkage fees as contemplated in IMC Chapter 3.56.

(iv) It is expressly found that the public necessity, general welfare and good zoning practice require the approval of the Development Agreement.

(v) This City Council hereby approves the Development Agreement attached hereto as Exhibit "A."

(vi) The City Council hereby authorizes and directs the Mayor and the City Clerk to execute the Development Agreement on behalf of the City of Irwindale forthwith upon adoption of this Ordinance.

(vii) The City Clerk shall certify 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.

PASSED, APPROVED, and ADOPTED this 10th day of December, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, City Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Ordinance No. 814 was duly introduced at a special meeting of the Irwindale City Council held on the 24th day of November, 2025, was duly continued to a date certain of December 3, 2025, and was duly approved and adopted on second reading at its regular meeting held on the 10th day of December, 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 Nieto, City Clerk, certify that I caused a copy of Ordinance No. 814 adopted by the City Council of the City of Irwindale at its regular meeting held December 10, 2025 to be posted at the City Hall, Library, and Post Office on _____, 2025.

Laura Nieto
City Clerk

Dated: ****

EXHIBIT A

DEVELOPMENT AGREEMENT

Recording Requested by And
When Recorded Return to:

CITY OF IRWINDALE
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Clerk

[Exempt From Recording Fee Per Gov. Code § 6103]

DEVELOPMENT AGREEMENT NO. 01-2025

This Development Agreement (hereinafter "**Agreement**" or "**DA**") is made and entered into as of the Effective Date (defined in Section 1.18 below), by and between the City of Irwindale, a California municipal corporation (hereinafter "**City**"), and San Gabriel Project I LLC, a Delaware limited liability company ("**Gabriel I**"), San Gabriel Project II LLC, a Delaware limited liability company ("**Gabriel II**"), San Gabriel Project III LLC, a Delaware limited liability company ("**Gabriel III**"), and San Gabriel Project IV LLC, a Delaware limited liability company ("**Gabriel IV**") (Gabriel I, Gabriel II, Gabriel III, and Gabriel IV, together with subsidiaries, successors and assigns, collectively hereinafter "**Developer**"). The City and Developer shall be referred to jointly within this Agreement as the "**Parties**" and individually as a "**Party**."

RECITALS

A. *The Development Agreement Statute.* California Government Code § 65864 *et seq*. ("**Development Agreement Law**") authorizes cities to enter into binding development agreements with persons having a legal or equitable interest in real property for the development of such property, all for the purpose of strengthening the public planning process, encouraging private participation, and comprehensive planning and identifying the economic costs of such development.

B. *Irwindale Gateway Specific Plan*. On March 12, 2025, the City Council of the City of Irwindale approved the Irwindale Gateway Specific Plan, encompassing 66.64 acres of real property within the City of Irwindale, located at 13620 Live Oak Avenue Assessor's Parcel Numbers 8532-002-046, 8532-002-047, ("**Specific Plan Area**"). In doing so, the City Council adopted Resolution No. 2025-01-3589, certifying an Environmental Impact Report (SCH# 2023020290), adopting a mitigation monitoring and reporting program, and a statement of overriding considerations; Resolution No. 2025-02-3590 amending the City of Irwindale General Plan from regional commercial to Specific Plan; Resolution No. 2025-05-3593 approving a tentative parcel map to create seven parcels of property within the Specific Plan Area; and on March 26, 2025, adopted Ordinance No. 787 adopting Zone Ordinance Amendment No. 02-2023 to add Irwindale Gateway Specific Plan to Title 17 of the Irwindale Municipal Code, defining permitted uses, regulating the sites and locations of buildings, specifying design guidelines and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for the Specific Plan Area; and Ordinance No. 788 approving Zone Change No. 02-2022

and modifying the City of Irwindale zoning map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan for the Specific Plan Area.

C. *The Property.* Developer is the lessor on ground leases for the 15.94 acres of real property within the Irwindale Gateway Specific Plan, located at 13620 Live Oak Avenue, Assessor's Parcel Number 8532-002-046, legally described and depicted in Exhibits "A" and "B" attached hereto and incorporated herein (the "**Property**").

D. *Development Application*. On May 7, 2025, Developer filed a development application with the City seeking approval of this Development Agreement, along with a Project (as defined herein) description for applicable CEQA (as defined herein) review. On June 30, 2025, Developer also applied for a site plan and design review **03-2025** ("**SPDR**") and a variance ZV 01-2025 ("**Variance**") (collectively, the "**Development Application**").

E. *The Project.* The project encompasses a 400 Megawatt (MW) battery energy storage system (BESS), consisting of approximately 353,000 square feet of battery arrays within which battery enclosures, inverter enclosures, and medium voltage transformers are arranged, a collector substation of approximately 87,000 square feet, and approximately 2,000 square feet of auxiliary transformer pads (collectively, the "**Project**"). The Project is proposed to be unmanned and operate 24 hours per day, seven days a week, and include a 1,200 square foot building with space for spare parts and a small office for use during periodic inspections and maintenance, which would be 4 to 6 employees.

G. *Developer.* Gabriel I, Gabriel II, Gabriel III, and Gabriel IV each are a party to a ground lease to the Property and are controlled by an indirect parent company, Aypa Power Development LLC, a Delaware limited liability company, which will provide a parent guaranty for Gabriel I, Gabriel II, Gabriel III, and Gabriel IV pursuant to this Agreement in the form attached hereto as Exhibit "F".

H. *CEQA*. On March 12, 2025, the City Council of the City of Irwindale adopted Resolution No. 2025-01-3589, certifying an Environmental Impact Report ("EIR") (SCH# 2023020290), adopting a mitigation monitoring and reporting program, and a statement of overriding considerations for the Irwindale Gateway Specific Plan, which encompasses the Property. The City, as the Lead Agency, has reviewed the Project and determined it was adequately assessed within the EIR. On [DATE], the City Council determined that none of the triggers for a Supplemental EIR or Subsequent EIR set forth in CEQA Guidelines 15162 were present and no further environmental review was required prior to approval of the Project. Pursuant to CEQA Guidelines Section 15162 and 15164, no subsequent EIR, negative declaration, or addendum is required.

I. *Orderly Development; Public Benefits.* The City Council finds that this Agreement is in the best public interest of the City and its residents, adopting this Agreement constitutes a present exercise of the City's police power, and this Agreement is consistent with the City's General Plan and the Irwindale Gateway Specific Plan. This Agreement and the proposed Project will achieve a number of City objectives, including the orderly development of the Property and the provision of public benefits, or funds therefor, to the City and its residents.

COVENANTS

NOW, THEREFORE, in consideration of the above recitals ("**Recitals**") and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL DEFINITIONS.

In addition to those terms defined within the above Recitals and elsewhere within this Agreement, the following terms shall bear the meanings set forth below:

1.1 "**Adopting Ordinance**" means Ordinance No. XXXX approving this Agreement, introduced on _____, 2025, and adopted on _____, 2025.

1.2 **"Agreement"** shall have the meaning set forth in the opening paragraph of this Agreement.

1.3 **"Annual Review"** shall have the meaning set forth in Section 6.1.

1.4 "**Applicable Laws**" means, collectively, the following:

(a) The Project Development Approvals.

(b) The Existing Land Use Regulations.

(c) Subsequent Development Approvals.

(d) Those Subsequent Land Use Regulations to which Developer may agree to in writing.

1.5 "**Approval Date**" means the date on which the City Council conducted the second reading of the Adopting Ordinance.

1.6 "**BESS**" means battery energy storage systems.

1.7 "**BESS Ordinance**" means the City's Ordinance No. 800 regulating BESS, adopted July 23, 2025.

1.8 "**CDTFA**" means the California Department of Tax & Fee Administration.

1.9 "**City**" shall have the meaning set forth in the opening paragraph of this Agreement.

1.10 "**CEQA**" means the California Environmental Quality Act (Public Resources Code § 21000 *et seq*.).

1.11 "**City Council**" means the City Council of the City of Irwindale.

1.12 "**Conditions of Approval**" means all conditions imposed in the Project Entitlements.

1.13 "**Developer**" shall have the meaning set forth in the opening paragraph of this Agreement.

1.14 "**Developer's Vested Right**" shall have the meaning set forth in Section 4.1.

1.15 "**Development**" means the improvement of the Property for its intended use and for the purposes of completing the structures, improvements, and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping and other facilities and improvements necessary or appropriate for the Project, and the operation, maintenance, repair, or reconstruction of any building, structure, improvement, landscaping or facility after the construction and completion thereof.

1.16 "**Development Plan**" means Developer's plan for completion of the Project in compliance with and to the full extent of the Project Development Approvals and Applicable Laws.

1.17 "**Director**" means the City's Community Development Director, or his or her designee.

1.18 "**Effective Date**" means the date on which the Adopting Ordinance becomes effective, which is typically thirty (30) days after the second reading of the Adopting Ordinance.

1.19 "Entitlements" means the Project Development Approvals, the Development Agreement, the Specific Plan, the Zone Change No. 02-2022, and all ministerial permits necessary to build-out the Project.

1.20 "**Exhibit**" means an exhibit to this Agreement, unless otherwise specifically referenced to a different agreement or document. The following exhibits are incorporated into the Agreement by reference as though set forth in full:

Exhibit "A" Legal Description of the Property

Exhibit "B" Depiction of the Property

Exhibit "C" Detail of Gen-Tie Line Route and Number and Height of Associated Transmission Poles

Exhibit "D" [Intentionally Omitted]

Exhibit "E" [Intentionally Omitted]

Exhibit "F" Form of Parent Guaranty

1.21 "**Existing Land Use Regulations**" are laws and regulations enacted through legislative actions of the City Council in effect on the Vested Rights

Date. Existing Land Use Regulations include ordinances, laws, resolutions, codes, rules, regulations, policies, requirements, guidelines or other actions of City, including but not limited to the City's General Plan, the IMC (including the BESS Ordinance within Title 17 of the Irwindale Municipal Code), the Irwindale Gateway Specific Plan, which affect, govern or apply to the development and use of the Property, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project, and the City zoning map (Including Ordinance No. 788 approving Zone Change No. 02-2022 and modifying the City of Irwindale zoning map from M-2 (Heavy Manufacturing) to Irwindale Gateway Specific Plan for the Specific Plan Area). "Existing Land Use Regulations" do not include (i) Project Development Approvals, (ii) regulations relating to the conduct of business, professions, and occupancies generally, (iii) taxes and assessments, (iv) regulations for the control and abatement of nuisances, (v) health and safety regulations, or (vi) any other matter reserved to City pursuant to Article 5.

1.22 "**Gen-Tie**" means the 220 kilovolt (kV) generation interconnection line and ancillary facilities, including its support structures and poles, from the BESS facility to the boundary line of the Property.

1.23 "**IMC**" means the Irwindale Municipal Code.

1.24 "**Irwindale Gateway Specific Plan**" means the plan identified in Ordinance No. 787 adopting Zone Ordinance Amendment No. 02-2023 to add Irwindale Gateway Specific Plan to Title 17 of the IMC, defining permitted uses, regulating the sites and locations of buildings, specifying design guidelines and development standards, addressing mobility and connectivity topics, identifying project infrastructure and services, and providing administrative and implementation language for the Specific Plan Area.

1.25 "**Mortgage**" means a mortgage, deed of trust, or other security instrument encumbering the Property.

1.26 "**Mortgagee**" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security device, a lender, or any party providing tax equity financing in connection with the Project, and each of their respective successors and assigns.

1.27 "**Project**" shall have the meaning set forth in Recital E.

1.28 "**Project Development Approvals**" means all Project-specific approvals, including, but not limited to, the Entitlements (minus this Agreement), the Conditions of Approval, project-specific plans, maps, permits, site plans, design guidelines, variances, conditional use permits, grading, building, and other similar permits, environmental assessments, including environmental

impact reports and negative declarations, and any amendments, addenda or modifications to those matters, which were applied for by Developer and are required or permitted by the Applicable Laws in order to complete the Project, provided that those Project Development Approvals are consistent with Developer's Vested Right, this Agreement, and the Applicable Laws. The Entitlements (minus this Agreement), as examples of Project Development Approvals, have been or are anticipated to be approved, subject to the Conditions of Approval, prior to or in conjunction with the approval of this Agreement. "Project Development Approvals" do not include (i) rules, regulations, policies, and other enactments of general application within the City (ii) legislative enactments, including this Agreement, or (iii) Land Use Regulations.

1.29 "**Project Sales and Use Tax Revenue**" means all Sales and Use Tax revenue received by the City in connection with the development and construction of the Project, including from the purchase, sale or use of any and all materials, equipment, fixtures or other items by Developer or any third-party vendors or other contractors involved in the development and construction of the Project.

1.30 "**Sales and Use Tax**" means and includes (i) the sales and use tax referenced in 3.12 of the IMC, (iii) the transaction and use tax referenced in Chapter 3.54 of the IMC, and (iv) the supplemental transactions and use tax referenced in Chapter 3.58 of the IMC.

1.31 "**Subsequent Land Use Regulations**" means those Land Use Regulations which are both adopted and effective after the Vested Rights Date.

1.32 "**Subsequent Development Approvals**" means all Project-specific approvals issued subsequent to the Effective Date in connection with development of the Project, which shall include, without limitation, any changes to the Project Development Approvals.

1.33 "**Vested Rights Date**" shall mean July 23, 2025, the date the BESS Ordinance was adopted.

2. TERM & GENERAL COVENANTS.

2.1 Term. The term of this Agreement (the "**Term**") starts on the Effective Date and shall expire thirty-four (34) years and eleven (11) months after City's approval of the last of the Entitlements subject to (i) any early termination provisions described in this Agreement and (ii) extension as set forth in Section 2.6.

2.2 Project Completion. Developer shall complete the Project, including passing final inspection, by no later than five (5) years from the Effective Date, subject to extension as set forth in Section 2.6.

2.3 Binding Effect of Agreement. From and following the Effective Date, actions by the City and Developer with respect to the development of the Property for

completion of the Project, including actions by the City on applications for Subsequent Development Approvals affecting the Property shall be subject to the terms and provisions of this Agreement.

2.4 Agreement Runs with the Land. This Agreement shall be recorded and shall run with the land. Pursuant to Government Code § 65868.5, the burdens of this Agreement and each of its provisions shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties, including, but not limited to, all parties that enter into lease agreements with Developer for possession of any part of the Property.

2.5 Covenant Against Discrimination. Developer 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, marital status, sexual orientation or gender preference, national origin, or ancestry in the performance of this Agreement. Developer shall take affirmative action to ensure that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation or gender preference, national origin, or ancestry.

2.6 Tolling. Notwithstanding anything to the contrary contained in this Agreement, the time periods set forth in Sections 2.1 and 2.2, shall be tolled and extended on a day-for-day basis for the duration of any (i) third party litigation against the Project Development Approvals or this Agreement, (ii) delay in commencement or performance of construction or operation of the Project occasioned by a moratorium on the issuance of any of the Project Development Approvals, (iii) delay in commencement or performance of construction or operation of the Project occasioned by an event of Force Majeure (as defined in Section 13.10) (each a "**Tolling Event**"). If, and each time a Tolling Event occurs or ends, Developer shall deliver written notice to the City in accordance with Section 13.2 as soon as reasonably practical after Developer receives actual notice of the occurrence or cessation of the Tolling Event, specifying the date of the occurrence or cessation of the Tolling Event. Notices of occurrence of Tolling Events shall be subject to approval of the City Manager, not to be unreasonably withheld, conditioned or delayed, in order for the tolling associated with the Tolling Event to be effective (although such tolling may take effect retroactively upon such City Manager approval).

3. DEVELOPER'S OBLIGATIONS

3.1 Community Benefit – DA Payment. Should the City, in its sole discretion, approve in connection with the Project (i) the SPDR, (ii) the Variance, and (iii) a second reading and adoption of ordinance approving this Agreement, then within 30 days of the latest of such events to occur, and provided this Agreement is fully executed and in effect, Developer shall tender to the City Treasurer a one-time cash payment to the City in the amount of Two Million Dollars ($2,000,000.00) (the "**Initial DA Payment**"). Within 30 days of the issuance of the certificate of

occupancy for the Project, Developer shall tender to the City Treasurer a one-time cash payment to the City in the amount of Six Million Dollars ($6,000,000.00) ("**Final DA Payment**") The Initial DA Payment and Final DA Payment shall be collectively referred to throughout this Agreement as the "**DA Payment,**" to be utilized by the City at its discretion to use for future community public benefits to the City overall. For the sake of clarity, to the extent the City decides to use the DA Payment on a community public benefit project, such project is a separate project with independent utility from the Project, for which Developer shall not be responsible for processing any entitlements. The City shall include Developer in, and publicly recognized Developer's contribution during, all ceremonies celebrating any community public benefit projects funded or partially funded by the DA Payment. The Parties agree to cooperate in good faith to prepare and process the appropriate documentation for such contribution, including by providing such documentation reasonably requested by a Party for tax reporting and tax credit purposes.

3.2 Community Benefit – Employment Outreach for Local Residents. A goal of the City with respect to this Project and other major projects within the City is to foster employment opportunities for Irwindale residents. To that end, Developer covenants that with respect to the construction, operation and maintenance of the Project, Developer shall make reasonable efforts to cause all solicitations for full or part-time, new or replacement, employment relating to the construction, operation and maintenance of the Project to be advertised in such a manner as to target local City residents. Developer shall also notify the City of jobs available at the Project such that the City may inform City residents of job availability at the Project. Developer will inform any new owner of the Project (as set forth in Section 11) or new lessee of the Property of the provisions of these requirements. Nothing in this paragraph shall require Developer to offer employment to individuals who are not otherwise qualified for such employment. Without limiting the generality of the foregoing, the provisions of this Section 3.2 are not intended, and shall not be construed, to benefit or be enforceable by any person whatsoever other than City or to require Developer to violate any labor law.

3.3 Community Benefit – Project Sales & Use Tax Covenant.

3.3.1. Developer acknowledges that one of the material inducements for the City's approval of this Agreement is the expectation that the Project will generate substantial local Sales and Use Tax Revenue. Developer therefore covenants and agrees that the City shall receive a total of at least Five Million Dollars ($5,000,000.00) in Project Sales and Use Tax Revenue ("**Guaranteed Revenue Amount**").

3.3.2. Developer shall provide to the City a list identifying the legal names, as may be registered with the California Department of Tax and Fee Administration, of all tax-paying contractors or suppliers contracted by Developer ("**List of Contractors**") on the first day of each quarter, commencing on April 1, 2026 and ending on the end of the first full City fiscal year following issuance of the certificate of occupancy for the Project (unless Developer sooner notifies the

City that all Sales and Use Tax related to Project construction has been remitted in which case it may cease providing List of Contractors quarterly updates). Developer acknowledges that the City's ability to identify and credit Sales and Use Tax Revenue attributable to the Project depends on accurate contractor and supplier information. Accordingly, if any contractor or supplier fails to provide such legally registered name or provides inaccurate or incomplete information, the City may be unable to properly credit the corresponding Sales and Use Tax Revenue toward the Project. Developer hereby waives any claim against the City attributable to any such under-crediting by the City resulting from inaccurate or incomplete contractor or supplier information provided to the City.

3.3.3. Thirty (30) days following the last to occur of (i) the end of the first full City fiscal year following issuance of the certificate of occupancy for the Project, (ii) the City's receipt of the List of Contractors, and (iii) the date that the CDTFA data reflecting Project-related allocations becomes available, the City shall provide Developer with an accounting, (a) identifying the aggregate amount of all Project Sales and Use Tax Revenue received by the City to date in relation to the Project, and (b) to the extent not prohibited by law, a summary of the information relied upon by the City in making its determination.

3.3.4. If the City reasonably determines that the amount of Project Sales and Use Tax Revenue received by the City is less than $5,000,000.00, the City shall invoice Developer ("**Invoice Date**") for the difference (i.e., $5,000,000.00 *less* the amount of Project Sales and Use Tax Revenue actually received) ("**Shortfall Amount**"). Developer shall have thirty (30) days after receipt of such invoice to either (i) remit payment to the City Treasurer of the Shortfall Amount, or (ii) provide written comments or additional information to the City relevant to the City's calculation. The City shall consider any such information in good faith and no later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing whether its determination of the Project Sales and Use Tax Revenue has changed and, if so, issue a revised invoice to Developer. Developer will remit payment to the City Treasurer within thirty (30) days of receipt of such notice or revised invoice. If CDTFA later adjusts and lowers the Sales & Use Tax Revenue paid by any of the persons or entities set forth on the List of Contractors for any reason (i.e. audit, etc.), the City shall issue a revised invoice to Developer. Developer will remit payment to the City Treasurer within thirty (30) days of receipt of such notice or revised invoice. Notwithstanding the foregoing, Developer shall have no obligation to remit any additional payments after the date that is the three (3) year anniversary of the Invoice Date.

3.4 Financial Assurance for Decommissioning. To ensure the safe decommissioning of the Project, upon the issuance of a temporary occupancy permit or occupancy permit, Developer of the battery energy storage facility shall

continuously maintain a financial assurance or security, payable to the City, in a form and amount required by the BESS Ordinance. The security shall be in the form of a surety bond. The financial assurance shall be maintained for the duration of the use of the Project. All costs shall be borne solely by the Developer. Developer shall submit to City an initial analysis proposing the estimated amount of the financial assurance (the "**Initial Decommissioning Report**") prior to the issuance of the building permit; provided, however, Developer may replace the Initial Decommissioning Report with a final decommissioning report, which it shall provide to the City at least ninety (90) days prior to the estimated date of issuance of the certificate of occupancy. The City shall consider any such information in good faith and no later than thirty (30) days following the receipt of any such information from Developer, the City shall notify Developer in writing of its determination. The amount of financial assurances shall be adjusted every three (3) years to account for any increase or decrease in costs. Developer shall submit written revisions to financial assurances to the City Treasurer each year, thirty days prior to the anniversary date of the initial financial assurances approved by the City. If written revisions to the financial assurances are not provided, the Developer shall explain, in writing, thirty days prior to such anniversary date, why revisions were not necessary. The City Treasurer may require further revisions and/or explanation from the Developer if the submission is found to be inadequate.

3.5 Community Benefit – Fire Safety Training. Developer shall pay for a third-party expert to provide training(s) every three (3) years commencing sixty (60) days following issuance of the certificate of occupancy, until termination of the Term of this Agreement, for the County of Los Angeles Fire Department and Irwindale Police Department employees on the proper strategies for safely responding to a BESS fire incident. Developer agrees to cooperate with any and all annual audits conducted by the Los Angeles County Fire Department.

3.6 Satisfaction of Developer Obligations. Developer's obligations identified in Section 3 of this Agreement shall be deemed satisfied if the City does not approve any encroachment agreement (by separate approval), Variance (by separate approval) the SPDR, and other Project Development Approvals required to commence construction of the Project. This limitation shall not extend to any subsequent encroachment agreements or other approvals that may be sought after commencement of the Project, the denial of which shall not relieve Developer of its obligations under Section 3.

4. DEVELOPMENT OF THE PROPERTY.

4.1 Scope of Developer's Vested Right. Subject to the Reservation of Authority set forth in Article 5, Developer shall have the vested right to develop the Project to the full extent permitted under the Applicable Laws as of the Vested Rights Date and compliance with this Agreement ("**Developer's Vested Right**").

4.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement, the rules, regulations and official

policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings and structures, and the design, improvement and construction standards and specifications applicable to the Development of the Property, shall be as set forth in the Existing Land Use Regulations which were in full force and effect as of the Vested Rights Date, subject to the terms of this Agreement. For the sake of clarity, the Parties agree that standards set forth in the Specific Plan and Variance prevail over any conflicting standards set forth in the Existing Land Use Regulations, including the BESS Ordinance. If the City adopts a Subsequent Land Use Regulation against which the Developer holds a Vested Right, the Developer may, in its sole discretion, partially waive its Vested Right in writing and be subject to the Subsequent Land Use Regulation.

4.3 Rights under State and Federal Law. Developer shall retain all rights it has under state and federal law, including, but not limited to, Developer's rights under Government Code § 65865.2, which provides that subsequent discretionary actions shall not prevent development of the Property for the uses and to the density or intensity of development set forth in the Project Development Approvals.

4.4 Lesser Development. Without amending this Agreement, Developer shall have **the** right to elect to develop and construct upon all or any portion of the Property a Project of lesser height or building or structure size than that permitted by the Project Development Approvals provided that the Project otherwise complies with the Project Development Approvals and this Agreement. Moreover, nothing in this Agreement shall be construed as requiring the Developer to commence or complete Project if it is not economically feasible.

4.5 Project Development Approvals; Subsequent Development Approvals. The Project Development Approvals for the Project may require the processing of Subsequent Development Approvals. Subject to the provisions of Section 4.6 below, the City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed in the manner for processing such matters in accordance with the Existing Land Use Regulations. Notwithstanding the foregoing, the parties acknowledge that subject to the Existing Land Use Regulations, the City is not obligated to approve any Subsequent Development Approval, or to approve any Subsequent Development Approval with or without any particular condition. Except as limited by Developer's Vested Right, the City reserves its full police power and this Agreement shall not prevent City from denying or conditionally approving any application for a Subsequent Development Approval.

4.6 Role of Project Development Approvals. Except as provided within this Agreement, the Project Development Approvals, Zone Change No. 02-2022, and Irwindale Gateway Specific Plan shall exclusively control the uses of the Property, the density or intensity of use, the maximum height and size of

proposed buildings or structures, the provisions for reservation or dedication of land for public purposes, and the design, improvement, and construction standards and specifications applicable to the Project.

4.7 Moratorium. Notwithstanding any other provision of this Agreement, no future amendment of any existing City ordinance or resolution or any subsequent ordinance, resolution or moratorium, enacted either by the City Council or by voter approved initiative, that is related to zoning and purports to impose or result in a limitation on the Project, imposed by City, shall apply to govern, or regulate the Project or development or use of the Property during the Term. In the event of any such subsequent action by City, Developer shall continue to be entitled to apply for and receive Subsequent Development Approvals in accordance with the Existing Land Use Regulations, subject only to the exercise of the City's Reservation of Authority set forth herein.

5. CITY'S RESERVATION OF AUTHORITY.

5.1 Reservation. To the full extent permitted by law, the City expressly reserves its police power over the Project, the Project Development Approvals, Entitlements, and any Subsequent Development Approvals. Nothing herein shall be deemed to be a prejudgment, commitment or guaranty that any approvals or permits will be issued within any particular time, or with or without any particular conditions.

5.2 Uniform Codes. Developer agrees to comply with changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, or other such Uniform Codes incorporated into the City's formally adopted version of the County of Los Angeles Building Code in effect at the time of each plan check submittal, as applicable City-wide, and any Subsequent Land Use Regulations.

5.3 Emergencies. Nothing herein shall limit the City's authority to promulgate emergency rules, regulations, laws, and ordinances within the City's police power that would limit the exercise of Developer's Vested Right ("**Conflicting Emergency Regulations**"), provided that the Conflicting Emergency Regulations:

(a) Result from a sudden, unexpected emergency declared by the President of the United States, Governor of California, County Board of Supervisors and applicable to incorporated areas, including the City, or the City Council;

(b) Address a clear and imminent danger, with no effective reasonable alternative available that would have a lesser adverse effect on Developer's Vested Right;

(c) Do not primarily or disproportionately impact the development of the Project; and

(d) Are based upon findings of necessity established by a preponderance of the evidence at a public hearing.

5.4 Laws of Other Jurisdictions. Other public agencies not subject to control by City may possess authority to regulate aspects of the Project. This Agreement does not limit the authority of such other public agencies. Therefore:

(a) Federal, state, county, and multi-jurisdictional laws and regulations (the "**Additional Regulations**"), including regional impact fees, which City is required to enforce against the Property or the Project, except if the Additional Regulations are for the purpose of mitigating a significant or potentially significant impact that has already been mitigated pursuant to the Project's EIR.

(b) If an Additional Regulation is enacted after the Vested Rights Date and prevents or precludes compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may be necessary to comply with the Additional Regulation. In that event, this Agreement shall remain in full force and effect to the extent it is not inconsistent with the Additional Regulation and to the extent that the suspension or modification necessitated by the Additional Regulation does not deny one of the Parties its primary benefits under this Agreement.

(c) Developer shall apply in a timely manner for such other permits and approvals that are lawfully required by other governmental or quasi-governmental agencies in order to allow the Project to be constructed. City shall provide Developer reasonable cooperation in Developer's efforts to obtain such permits and approvals. The Parties shall cooperate and use reasonable efforts in coordinating the implementation of the Development with other public agencies, if any, having jurisdiction over the Property or the Project.

5.5 Modification or Suspension by Federal or State Laws. In the event that Federal or State laws or regulations, enacted after the Vested Rights Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State laws or regulations, and this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce.

5.6 Energy Efficient and Sustainable Building Design. All Project buildings shall promote sustainable and energy efficient practices through compliance

with California Code of Regulations, Title 24 as in effect at the time of each plan check submittal.

5.7 Prevailing Wages. Developer's cost of developing the Project and constructing all of the on-site and off-site improvements, if any, at or about the Property required to be constructed for the Project shall be borne by Developer. Developer is aware of the laws of the State governing the payment of prevailing wages on public projects and will comply with same and will defend, hold harmless, and indemnify City in the event Developer fails to do so. As the City is not providing any direct or indirect financial assistance to Developer, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code § 1720. Accordingly, it is believed by the parties that Developer is not required to pay prevailing wages in connection with any aspect of the Development or the construction of the Project as a result of the City's approval of the Project. However, to the extent that (contrary to the parties' intent) it is determined that Developer was required to pay prevailing wage and has not paid prevailing wages for any portion of the Project, Developer shall defend, indemnify, and hold the City, its related agencies, officers, employees, agents and assigns, harmless from and against any and all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that Developer failed to pay prevailing wages in connection with the construction of the Project. City shall reasonably cooperate with Developer regarding any action by Developer hereunder challenging any determination that the Project is subject to the payment of prevailing wages. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without Developer's consent as to the City's liabilities or rights only, but should it do so, City shall waive the indemnification herein provided such waiver occurs prior to the issuance of any judgment in the matter. Nothing herein shall be construed to limit any obligation of the Developer or the Project to pay prevailing wages pursuant to a private agreement between the Developer or its contractors and any third parties.

5.8 Fees, Taxes, and Assessments.

5.8.1. Processing Fees. Developer shall pay all City-wide published processing fees and charges of every kind and nature lawfully imposed by City to cover the estimated actual costs to City of processing applications for or monitoring compliance with Project Development Approvals. For the sake of clarity, the parties agree that the Existing Land Use Regulations require a development impact fee of $0.00 because the unmanned project does not contain permanent habitable industrial space to which a Development Impact Fee could be assessed.

5.8.2. User Fees & Service Charges and Development Impact Fees. Except as expressly provided in this Agreement, Developer shall pay all existing types of fees and charges which are standard and uniformly-

applied to similar projects in the City, which may be increased from time-to-time in accordance with applicable law. If any development impact fee exclusive to a BESS project does not exist as of the Vesting Rights Date, and Project operations remain the same as described in Recital E and Section 5.8.3(a) below, then Developer shall not be subject to such fee for a (i) period of thirty (30) years following the City's issuance of the final Certificate of Occupancy for the Project, or (ii) the Term of this Agreement, whichever occurs sooner. In the event Project operations materially deviate from representations made in this Section 5.8, the City's determinations and the applicability of the development impact fee protections of this subsection shall no longer apply, and the Project shall be subject to any development impact fees applicable to its actual operations at the time any new building permits are issued.

5.8.3. General Charges. Nothing herein shall prohibit the application of the following, if lawfully imposed upon the Property and is a type of fee or charge not already addressed by Section 5.8.1 or 5.8.2 of this Agreement:

(a) Developer, or Developer's Project occupants, shall be obligated to pay any applicable fees, charges, or taxes, and lawful increases thereof, imposed on a City-wide basis, whether adopted by the City Council or by voter-approved initiative, as set forth in the City's Charter, Municipal Code, or in a resolution adopted by the City Council, each as amended. Developer and City acknowledge that (a) the existing utility company is required to pay the City pursuant to its franchise agreement as set forth in Ordinance No. 45 with the City, and (b) Developer is a retail customer of the utility company who does not sell energy storage services to businesses, residents, or other retail customers within City limits, and (c) the point of change of ownership is at the Project site. Developer shall reasonably cooperate in providing any data to the City necessary for the City to collect the proper franchise fees or taxes and utility user taxes from the utility company and will follow any applicable contract requirements with the utility company;

(b) Developer, or Developer's Project occupants, shall be obligated to pay any types of fees or assessments imposed on an area-wide basis and lawful increases thereof;

(c) Developer, or Developer's Project occupants, shall be obligated to pay any fees imposed pursuant to any Uniform Code, as adopted by the City; and

(d) Developer, or Developer's Project occupants, shall be obligated to pay any utility service fees and charges, including amended rates thereof, for City services such as electrical utility charges, water rates, and sewer rates.

5.9 Inconsistencies. It is expressly agreed that in the event of any clear and explicit conflict between the provisions or conditions of the EIR, the Existing Land Use Regulations, this Agreement, and the Project Development Approvals (other than the EIR), then the provisions or conditions of the following shall prevail in this order:

(a) EIR;

(b) this Agreement;

(c) Variance

(d) Specific Plan and Zone Change No. 02-2022;

(e) Project Development Approvals (other than the EIR); and

(f) Existing Land Use Regulations

For the avoidance of doubt, the Parties agree that, when determining whether a clear and explicit conflict exists between the provisions or conditions of the documents listed above in this Section 5.9, the fact that one provision or condition may be more detailed than another provision or condition relating to the same subject matter, or that a provision or condition related to a given subject matter may be contained in one document whereas another document is silent on the subject matter, does not, on its own, create a clear and explicit conflict. In such circumstances, the provision or condition in each document shall be read to be consistent with one another.

5.10 Exercise of Project Development Approval. Notwithstanding anything herein, in the Specific Plan, or in the IMC to the contrary, pursuant to Section 65865.2 of the Development Agreement Law, Project Development Approvals shall not expire during the term of this Agreement on the grounds that Developer failed to exercise the Project Development Approvals within a specified period of time after their approval.

5.11 Variance for Overhead Powerlines and Poles. Notwithstanding anything herein, in the Specific Plan, or in the IMC to the contrary, with approval of the Variance, Developer shall not be required to underground the Gen-Tie; poles and lines shall not be limited to a maximum structure height of sixty-five (65) feet; and the Gen-Tie does not need to be constructed as depicted in Exhibit "C".

6. ANNUAL REVIEW.

6.1 Timing of Annual Review. Pursuant to Government Code § 65865.1, at least once during every twelve (12) month period of the Term, City shall review the good faith compliance of Developer with the terms of this Agreement ("**Annual Review**"). No failure on the part of City to conduct or complete an Annual Review as provided herein shall have any impact on the validity of this

Agreement, nor shall it be deemed a breach on the part of City or Developer. The cost of the Annual Review shall be borne by Developer and Developer shall pay the actual and reasonable costs incurred by the City for such review.

6.2 Special Review. The City Council may, in its sole and absolute discretion, order a special review of compliance with this Agreement at any time at City's sole cost ("**Special Review**"). Developer shall cooperate with the City in the conduct of such Special Reviews.

6.3 Standards for Annual Review. During the Annual Review, Developer shall demonstrate good faith compliance with the terms of this Agreement. "**Good faith compliance**" shall be established if Developer is in substantial compliance with the material terms and conditions of this Agreement.

6.4 Procedure. Each Party shall have a reasonable opportunity to assert matters which it believes have not been undertaken in accordance with the Agreement, to explain the basis for such assertion, and to receive from the other Party a justification of its position on such matters. The procedure for an Annual Review or Special Review shall be as follows:

(a) As part of either an Annual Review or Special Review, within ten (10) business days of a request for information by the City, the Developer shall respond and/or deliver to the City all information and supporting documents reasonably requested by City (i) regarding the Developer's performance under this Agreement demonstrating that the Developer has complied in good faith with the terms of this Agreement, and (ii) as required by the Applicable Laws.

(b) The City Manager, or his/her designee, shall prepare and submit to Developer a written report on the performance of this Agreement and identify any perceived deficiencies in Developer's performance of this Agreement. The Developer may submit written responses to the report and Developer's written response shall be included in the City Manager's report. The City Manager may then meet and confer with the Developer regarding the Developer's written response. If the City Manager determines, in light of Developer's response and/or the meet and confer, that the Developer has substantially complied with the terms and conditions of this Agreement, the Annual or Special Review shall be concluded.

(c) If the City Manager, following review of Developer's written responses and a meet and confer between City Manager and Developer, continues to perceive any deficiencies in Developer's performance of this Agreement_and reasonably determines that Developer will not rectify the perceived deficiencies, then a public hearing shall be held before the City Council at which the Council will review the City Manager's report. The report to Council shall be made at a regularly-scheduled City Council meeting occurring as soon as possible, subject to the requirements of the Brown Act, after

the commencement of the Annual or Special Review process outlined in this Section 6.4. If the City Council finds and determines, based on substantial evidence, that the Developer has not substantially complied with the terms and conditions of this Agreement for the period under review, the City may declare a default by the Developer in accordance with Article 7.

(d) Neither party hereto shall be deemed in breach if the reason for non-compliance is due to a "force majeure" as defined in, and subject to the provisions of, Section 13.10.

6.5 Certificate of Agreement Compliance. If, at the conclusion of an Annual Review or a Special Review, Developer is found to be in compliance with this Agreement, City shall, upon written request by Developer, issue a Certificate of Agreement Compliance ("**Certificate**") to Developer stating that after the most recent Annual Review or Special Review and based upon the information known or made known to the City Manager, Planning Commission, and City Council that (i) this Agreement remains in effect and (ii) Developer is in compliance. The Certificate, whether issued after an Annual Review or Special Review, shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance. Developer shall at its cost record the Certificate with the County Recorder. Additionally, Developer may at any time request from the City a Certificate stating, in addition to the foregoing, which obligations under this Agreement have been fully satisfied with respect to the Property, or any lot or parcel within the Property.

6.6 Review Process Not a Prerequisite to Declaring a Default. Neither the Annual Review nor Special Review procedure is a prerequisite to either party declaring a default and initiating the default and cure procedure in Article 7. In other words, either Party may declare a default at any time without first undertaking the Annual Review or Special Review process.

6.7 Public Hearings. The public hearing prescribed by Section 6.4 is independent of, and in addition to, any further hearing procedures relating to defaults and remedies prescribed in Article 7 below. Thus, if the City Council finds that the Developer has not substantially complied with the terms and conditions of this Agreement as part of a review process pursuant to Section 6.4 and determines to declare a default, the City Council is still required to follow the notice/cure process (Section 7.2) and the termination hearing process (Section 7.4) before terminating this Agreement.

7. DEFAULTS AND REMEDIES.

7.1 Remedies Available. The parties acknowledge and agree that other than the termination of this Agreement pursuant to this Article 7, specific performance, injunctive and declaratory relief are the only remedies available for the enforcement of this Agreement and knowingly, intelligently, and willingly waive any and all other remedies otherwise available in law or equity. Accordingly, and not

by way of limitation, and except as otherwise provided in this Agreement, each Party shall not be entitled to any money damages from the other Party by reason of any default under this Agreement (other than specific performance, injunctive and declaratory relief to perform any monetary obligation hereunder). Further, Developer shall not bring an action against City nor obtain any judgment for damages for a regulatory taking, inverse condemnation, unreasonable or unconstitutional exactions, reduction in value of property, delay in undertaking any action, or asserting any other liability for any matter or for any cause which existed or which Developer knew of or should have known of prior to the time of entering into this Agreement, Developer's sole remedies being as specifically provided above. Likewise, City shall not bring an action against Developer nor obtain any judgment for damages for any action or for asserting any other liability for any matter or cause related to the Project and within the scope of this Agreement which existed or which the City knew of or should have known of prior to the time of entering into this Agreement, City's sole remedies being as specifically provided above. City and Developer each acknowledge that such remedies are adequate to protect their respective interests hereunder and the waiver made herein is made in consideration of the obligations assumed by the respective Parties hereunder.

7.2 Declaration of Default & Opportunity to Cure.

7.2.1 Rights of Non-Defaulting Party after Default. The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein except as provided in Section 7.1. Before this Agreement may be terminated or action may be taken to obtain judicial relief, the Party seeking relief ("**Non-Defaulting Party**") shall comply with the notice and cure provisions of this Section 7.2.

7.2.2 Notice and Opportunity to Cure. A Non-Defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other party ("**Defaulting Party**") to perform any material duty or obligation of the Defaulting Party under the terms of this Agreement. However, the Non-Defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by the Defaulting Party to cure such breach or failure in order to return to compliance with this Agreement (the "**Default Notice**"). The Defaulting Party shall be deemed in Default under this Agreement, if the breach or failure can be cured, but the Defaulting Party has failed to take such actions and cure such default within thirty (30) days after the date of such Default Notice or ten (10) days for monetary defaults (or such lesser time as may be specifically provided in this Agreement). If such non-monetary Default cannot be cured within such thirty (30) day period, then the Defaulting Party shall not be deemed in breach of this Agreement if the Defaulting Party does each of the following:

(a) Notifies the Non-Defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) day period;

(b) Notifies the Non-Defaulting Party of the Defaulting Party's proposed course of action to cure the default;

(c) Promptly commences to cure the default within the thirty (30) day period;

(d) Makes periodic reports to the Non-Defaulting Party as to the progress of the program of cure; and

(e) Diligently prosecutes such cure to completion.

7.3 Termination Notice. Upon receiving a Default Notice, should the Defaulting Party fail to timely cure any default, or fail to diligently pursue such cure as prescribed above, the Non-Defaulting Party may seek termination of this Agreement, in which case the Non-defaulting Party shall provide the Defaulting Party with a written notice of intent to terminate this Agreement ("**Termination Notice**"). The Termination Notice shall state that the Non-Defaulting Party will elect to terminate this Agreement within thirty (30) days and state the reasons therefor (including a copy of any specific charges of default or a copy of the Default Notice) and a description of the evidence upon which the decision to terminate is based.

7.4 Hearing Opportunity Prior to Termination. If Developer is the Defaulting Party pursuant to Section 7.2, then the City's Termination Notice to Developer shall additionally specify that Developer has the right to a hearing prior to the City's termination of any Agreements ("**Termination Hearing**"). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code §§ 54950–54963. At said Termination Hearing, Developer shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

(a) Decide to terminate this Agreement; or

(b) Determine that Developer is innocent of a default and, accordingly, dismiss the Termination Notice and any charges of default; or

(c) Impose conditions on a finding of default and a time for cure, such that Developer's fulfillment of said conditions will waive or cure any default.

Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in

fact occurred and has continued to exist without timely cure, and (ii) that such default has caused or will cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, or such other interests that City and public may have in the Project.

7.5 Rights and Duties Following Termination. Upon the termination of this Agreement, no Party shall have any further right or obligation hereunder except with respect to (i) any obligations to have been performed prior to said termination, (ii) any default in the performance of the provisions of this Agreement which has occurred prior to said termination, or (iii) the indemnification provisions of Article 8. Termination of this Agreement shall not affect either Party's rights or obligations with respect to any Project Development Approval granted prior to such termination.

7.6 Waiver of Breach. By not challenging any Project Development Approval within ninety (90) days of the action of City enacting the same, Developer shall be deemed to have waived any claim that any condition of approval is improper or that the action, as approved, constitutes a breach of the provisions of this Agreement.

7.7 Interest on Monetary Default. In the event Developer fails to perform any monetary obligation under this Agreement, Developer shall pay interest thereon at the rate of six and one-half percent (6.5%) per annum from and after the due date of said monetary obligation until payment is actually received by City.

8. THIRD PARTY LITIGATION.

8.1 Indemnity Obligations on Third-Party Claims.

(a) Developer hereby agrees to indemnify, defend, and hold City, its officers, agents, employees, members of its City Council and any commission, partners and representatives (collectively, "**City Indemnitees**") harmless from any and all claims, actions, suits, damages, liabilities, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature) (collectively, "**Claims**"), asserted against City or City Indemnitees arising out of or in connection with this Agreement, including, without limitation, (i) City's approval of this Agreement and all documents related to any of the Project Development Approvals, Conditions of Approval, permits, or other entitlements for the Project and issues related thereto (including, City's determinations regarding CEQA compliance and/or any other development incentives granted to the Project), (ii) the development of the Project, and (iii) liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from, or are attributable to, Developer's (or Developer's contractors, subcontractors, agents, employees or other persons acting on Developer's behalf

("**Developer's Representatives**")) performance of its obligations under this Agreement and/or the negligence or misconduct of Developer or of Developer's Representatives which relate to the Project or the Property Nothing herein shall be construed to mean that Developer shall indemnify the City for any Claims to the extent arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors or subcontractors.

(b) The City shall provide Developer with notice of the pendency of such Claims within ten (10) days of being served or otherwise notified of such Claims and shall request that Developer defend such action. Developer may utilize the City Attorney's office or use legal counsel of its choosing, but shall reimburse the City for any necessary legal cost incurred by City. In all cases, City shall have the right to utilize the City Attorney's office in any legal action. Upon City's notification to Developer of the pendency of the claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following ninety (90) days, which includes legal costs and fees anticipated to be incurred as determined by City in its sole discretion (not to exceed Fifty Thousand Dollars ($50,000)). Developer shall make deposits required under this Section 8.1 within fifteen (15) days of receipt of City's written request. City shall endeavor to provide Developer written notice when City determines the minimum balance is approaching Twenty Thousand Dollars ($20,000) and shall provide written notice to Developer when the City determines the deposit balance is below Twenty Thousand Dollars ($20,000). Developer shall make the balance of the minimum deposit (not to exceed Fifty Thousand Dollars ($50,000)) within fifteen (15) days of receipt of such written notice.

(c) If Developer fails to provide the deposit, and after compliance with the provisions of this Section 8.1, the City may abandon the action and Developer shall pay all costs resulting therefrom (including but not limited to any attorneys' fees and other costs for which City may be liable as result of such abandonment), and City shall have no liability to Developer. It is expressly agreed that City shall have the right to utilize the City Attorney's Office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of City shall extend until final judgment, including any appeals. City agrees that it shall fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. City shall discuss litigation strategy with Developer in good faith but shall retain absolute discretion to make strategy decisions for the City, but not the Developer. City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any

litigation brought against it in its sole and absolute discretion, and City's reasonable decision to settle or abandon a matter, including but not limited to following an adverse judgment or failure to appeal, shall not cause a waiver of the City's indemnification rights. Notwithstanding the foregoing or anything stated herein or in prior written agreements between Developer and City, unless such settlement is approved by Developer, Developer shall not be bound by the City's settlement and retains full discretion to appeal or otherwise continue the defense.

8.2 Hold Harmless: Developer's Construction, and Other Activities. Developer shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's agents, contractors, subcontractors, agents, or employees' Project construction activities and operations under this Agreement, whether such Project construction activities and operations be by Developer or by any of Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for Developer or any of Developer's agents, contractors or subcontractors. Nothing herein shall be construed to mean that Developer shall hold the City harmless and/or defend it from any claims to the extent arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors or subcontractors.

8.3 Loss and Damage. City shall not be liable for any damage to property of Developer or of others located on the Property, nor for the loss of or damage to any property of Developer or of others by theft or otherwise. City shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, electricity, water, rain, dampness or leaks from any part of the Property or from the pipes or plumbing, or from the street, or from any environmental or soil contamination or hazard, or from any other latent or patent defect in the soil, subsurface or physical condition of the Property, or by any other cause of whatsoever nature. Nothing herein shall be construed to mean that Developer shall bear liability for the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

8.4 Non-liability of City Officers and Employees. No official, agent, contractor, or employee of the City shall be personally liable to Developer, 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 Developer or to its successor, or for breach of any obligation of the terms of this Agreement.

8.5 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the

financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

8.6 Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than a default by City.

9. INSURANCE.

9.1 Types of Insurance.

9.1.1 General Liability Insurance. At commencement and until completion of construction of improvements by Developer on the Property, Developer shall, at its sole cost and expense, keep or cause to be kept in force, for the mutual benefit of City and Developer, commercial general liability insurance against claims and liability for bodily injury or death arising from the use, occupancy, disuse or condition of the Property, improvements or adjoining areas or ways, affected by such use of the Property or for property damage. Such policy shall provide protection of at least $5,000,000 per occurrence, and $10,000,000 in the general aggregate. Limits can be met by a combination of primary and excess policies.

9.1.2 Workers' Compensation / Employer's Liability. To the extent Developer and its contractors utilize employees for any portion of the Project, Developer and such contractors shall also furnish or cause to be furnished to City evidence reasonably satisfactory to it that Developer and any contractor with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder carries workers' compensation insurance as required by law. Employer's Liability policy shall provide limits of $1,000,000 bodily injury by accident-each accident, $1,000,000 bodily injury by disease-each employee, and $1,000,000 bodily injury by disease-policy limit.

9.1.3 Automobile Liability Insurance. Developer shall ensure that all contractors with whom Developer has contracted for the performance of any work for which Developer is responsible hereunder maintains automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Developer arising out of or in connection with work to be performed under this Agreement, including coverage for any owned (if any), hired, non-owned or rented vehicles, in an amount not less than $2,000,000 for each accident. Limits can be met by a combination of primary and excess policies.

9.1.4 Pollution Liability Insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form reasonably acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $5,000,000 dollars per claim and $5,000,000 in the aggregate. All activities contemplated in this Agreement shall be

specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

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

9.1.6 Professional Liability Insurance. To the extent exposure exists, Professional liability insurance may be obtained by Developer or its Contractors/Subcontractors that is appropriate to the profession for any Project design work, with limits no less than $5,000,000 per claim and $5,000,000 general aggregate. This coverage will 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 the services or the termination of this Agreement. During this additional 5-year period, Developer shall annually and upon request of the City submit written evidence of this continuous coverage.

9.1.7 [Intentionally Omitted]

9.1.8 Other Insurance. Developer may procure and maintain any Project-related insurance not required by this Agreement, but all such insurance shall be subject to all of the provisions hereof pertaining to insurance and shall be for the benefit of City and Developer.

9.1.9 Contractors/Subcontractors. Developer shall ensure that all contractors and sub-contractors maintain the required minimum insurance coverages and include the City and Developer as additional insured, as applicable, or shall include the contractors and subcontractors under its insurance.

9.2 Insurance Policy Form, Sufficiency, Content, and Insurer. All insurance required by express provisions hereof shall be carried only by responsible insurance companies licensed and admitted to do business by 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 VIII or better, unless waived by City. All such policies shall be non-assessable and shall contain language, to the extent obtainable, to the effect that: (i) any loss shall be payable notwithstanding any act of negligence of City or Developer that might otherwise result in the forfeiture of the insurance; (ii) the insurer waives the right of subrogation against City and against City's agents and representatives; (iii) the General Liability and Automobile Liability policies are primary and noncontributing with any insurance that may be carried by City; Umbrella/Excess liability is noncontributing; and (iv) the policies cannot be canceled except after thirty (30) days' written notice by the insurer to City or City's designated representative except ten (10) days for nonpayment of premium. Developer shall furnish City certificates evidencing the insurance. City shall be provided with additional insured status on all policies of insurance required to be procured by the terms of this Agreement, except for all insurance required by Developer's contractors, both City and Developer shall be provided with additional insured status, excluding in all cases Workers' Compensation/Employer's Liability, professional liability, and builder's risk polices. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

9.3 Failure to Maintain Insurance and Proof of Compliance. Developer shall deliver to City, in the manner required for notices, copies of certificates of all insurance policies within the following time limits:

(a) For insurance required above, within ninety (90) days after the Effective Date.

(b) For any renewal or replacement of a policy already in existence, within ten (10) days of the expiration or termination of the existing policy.

(c) If Developer fails or refuses to procure or maintain insurance as required hereby or fails or refuses to furnish City with required proof that that insurance has been procured, such failure or refusal shall be a default hereunder.

9.4 Waiver of Subrogation. Except for Professional Liability, Developer agrees that it shall not make any claim against, or seek to recover from City or its agents, servants, or employees, for any loss or damage to Developer or to any person or property, except as specifically provided hereunder and Developer shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier, a waiver of right to recovery against City, its agents and employees.

10. MORTGAGEE PROTECTION.

10.1 The Parties agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed, of trust, or any other security device or agreement securing financing with respect to the Property. City acknowledges that the third parties providing such financing may require certain Agreement interpretations, modifications, and estoppel certificates, and City agrees upon request, from time to time, to communicate and meet with Developer and representatives of such third parties to negotiate in good faith any such estoppel certificates and/or requests for interpretation or modification. Subject to compliance with applicable laws, City will not unreasonably withhold its consent to any such requested estoppel certificate, interpretation or modification, provided City determines such estoppel certificate, interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the rights and privileges set forth in this Article 10.

10.2 Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

10.3 Any Mortgagee that has submitted a request in writing to City in the manner specified herein for giving notices shall be entitled to receive written notification from City of any default by Developer in the performance of Developer's obligations under this Agreement.

10.4 If City timely (i.e., within the stated cure period pursuant to Section 7.2(b)) receives a request from a Mortgagee for a copy of the Default Notice given to Developer (provided the default has not been cured by Developer by such time), then City shall, within ten (10) days of receipt of the Mortgagee's request, provide a copy of such Default Notice to the Mortgagee. The Mortgagee shall have the right, but not the obligation, to cure the default during the period that is the longer of (i) the remaining time allowed for Developer to cure under Section 7.2(b), or (ii) sixty (60) days after Mortgagee's receipt of any Default Notice; provided, however, if such default cannot be cured by Mortgagee without Mortgagee having possession of the Property, the cure period available to Mortgagee shall be extended for the time period (not to exceed an additional one hundred twenty (120) days after Mortgagee's receipt of such Default Notice) reasonably required for Mortgagee obtain possession of the Property, provided that Mortgagee diligently and continuously proceeds to use commercially reasonable efforts to so obtain possession of the Property and to complete such cure.

10.5 Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the Mortgage or deed of trust, or deed in lieu of such foreclosure, or otherwise, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding anything to the contrary, the transfer of the Property described in the preceding sentence shall not constitute

a “change of ownership” contemplated under Section 11 of this Agreement, and the provisions of Section 11 shall not apply to any Mortgagee.

11. CHANGE OF OWNERSHIP OR CONTROL.

11.1 Change of Ownership or Control. Consistent with the BESS Ordinance, if any direct or indirect owner of the Project is proposed to change such that Aypa Power Holdings LP shall no longer be the ultimate parent that owns and controls, directly or indirectly, more than fifty percent (50%) of the Project, Developer shall notify the City Manager of such proposed change in ownership at least ninety (90) calendar days prior to the proposed ownership change and request consent (the “**Consent Request**”). Approval by the City Manager shall be required, but shall not be unreasonably withheld, conditioned or delayed. In providing that approval, the City Manager may, in his/her reasonable discretion, request information about the new owner and ultimate parent to ensure that the new owner has the financial capability and expertise to assume all obligations established and applicable to the Project, as set forth in this Agreement, the site plan and design review approval, and the decommissioning plan, and all related financial responsibilities. Developer and/or new owner shall provide, within ten (10) calendar days, any and all information from the date of the City Manager’s request. When submitting a Consent Request to the City, Developer shall clearly identify all information it reasonably determines is exempt from public disclosure by City pursuant to Government Code § 7927.605 or any other applicable law. Developer shall not identify any information as being exempt from public disclosure by City unless Developer reasonably determines such information is legally exempt from public disclosure by City pursuant to Government Code § 7927.605 or any other applicable law. If the change in ownership is approved by the City Manager, Developer, new owner, and City Manager shall execute and record an Assignment and Assumption Agreement, or other form approved by the City Attorney, to formally approve and consent to the change in ownership. No change in ownership or control shall be effective until such Assignment and Assumption Agreement, or other form approved by the City Attorney, is executed by all parties (with the City Manager on behalf of the City) and recorded.

11.2 Effect of Change of Ownership or Control. Unless otherwise stated within the Assignment Agreement, upon a change of ownership or control of the Project:

(a) The new owner shall be liable for the performance of all remaining obligations of Developer with respect to those portions of the Property which are transferred (the “**Transferred Property**”), but shall have no obligations with respect to any portions of the Property not conveyed (the “**Retained Property**”).

(b) The owner of the Retained Property shall be liable for the performance of all obligations of Developer with respect to the

Retained Property, but shall have no further obligations with respect to the Transferred Property.

(c) The new owner's exercise, use, and enjoyment of the Transferred Property shall be subject to the terms of this Agreement to the same extent as if the new owner were Developer.

12. AMENDMENT AND MODIFICATION.

12.1 Initiation of Amendment. Either Party may propose an amendment to this Agreement or the Project Development Approvals.

12.2 Procedure and Requirements for Amendments to Development Agreement. The procedure for proposing and adopting an amendment to this Agreement shall be the same as the procedure required for entering into this Agreement in the first instance as set forth in Government Code §§ 65867 and 65868. City will process any amendment to this Agreement consistent with state law and will hold public hearings thereon if so required by state law, and the Parties expressly agree nothing herein is intended to deprive any party or person of due process of law. Except as expressly set forth in any such amendment, an amendment to this Agreement will not alter, affect, impair, modify, waive, or otherwise impact any other rights, duties, or obligations of either Party under this Agreement.

12.3 Consent. Except as expressly provided in this Agreement, no cancellation of or amendment to all or any provision of this Agreement shall be effective unless set forth in writing and signed by duly authorized representatives of each of the parties hereto and recorded in the Official Records of Los Angeles County.

12.4 Administrative Minor Project Modifications. Notwithstanding any other provision and/or Condition of Approval contained in any Project Development Approvals, minor modifications to the Project Development Approvals, the Subsequent Development Approvals, and/or the Development Plans shall be made ministerially, with the approval of the City Manager. The determination of whether a requested or proposed modification constitutes a minor modification shall be made by the City Manager in his or her sole discretion, except that minor modifications shall not include any modifications that the Director determines extend beyond the intent of the original approval, and modifications meeting any of the following criteria shall not be deemed to constitute minor modifications and would require amendment to this Agreement under Section 12.2: (i) modifications that change the proposed uses analyzed in the EIR; (ii) modifications that increase the total amount of battery enclosure square footage within the Project, as shown in the Development Plans approved and dated [XX], by more than ten percent (10%); (iii) modifications that increase building/structure heights within the Property in comparison to what was identified on the Development Plans by more than 10%; (iv) modifications that substantially deviate from the design or dimensions of any Gen-Tie line transmission pole as set forth in the Development Plans or from

the number, height, or location of the Gen-Tie line transmission poles set forth in Exhibit "C", unless a variance is granted; or (v) other modifications that involve any deviation of architectural design or details that is not in substantial conformance with the approved set of Development Plans.

13. MISCELLANEOUS PROVISIONS.

13.1 Recordation. The City Clerk shall cause a copy of this Agreement to be recorded against the Property with the County Recorder within ten (10) calendar days after the Execution Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of this Agreement.

13.2 Notices. Notices and correspondence required or permitted by this Agreement shall be in writing and either personally delivered or sent by registered, certified, or overnight mail or delivery service. Notices shall be deemed received upon personal delivery or on the second business day after registered, certified, or overnight mailing or delivery, or email if such email notice is acknowledged as received by the receiving Party. Notices shall be addressed as follows:

To City: City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: City Manager

With copy to: Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney

To Developer: San Gabriel Project I LLC
San Gabriel Project II LLC
San Gabriel Project III LLC
San Gabriel Project IV LLC

c/o Aypa Power Development LLC
11801 Domain Blvd, Suite 525
Austin, TX 78758
Attn: Development
Email: GabrielBESS@aypa.com

With copy to: San Gabriel Project I LLC
San Gabriel Project II LLC
San Gabriel Project III LLC
San Gabriel Project IV LLC

c/o Aypa Power Development LLC

11801 Domain Blvd, Suite 525
Austin, TX 78758
Attn: General Counsel
Email: legal@aypa.com

A Party may change its address by giving written notice to the other Party. Thereafter, Notices shall be addressed and transmitted to the new address.

13.3 Estoppel Certificates. Either Party (or a Mortgagee) may at any time during the Term deliver written notice to the other Party requesting an Estoppel Certificate stating:

(a) The Agreement is in full force and effect and is a binding obligation of the Parties;

(b) The Agreement has not been amended or modified or, if so amended, identifying the amendments; and

(c) here are no existing defaults under the Agreement to the actual knowledge of the Party signing the Estoppel Certificate as of the date of the Estoppel Certificate, or if there are any defaults existing to the actual knowledge of such Party as of such date, identifying same.

A Party shall provide a signed Estoppel Certificate to a requesting Party (or Mortgagee) within thirty (30) days after receipt of a request made in accordance with the notice procedures of Section 13.2. If such Party fails to respond to such request within thirty (30) days, then the requesting Party may send a second request to such Party, except that, in the case of a request made by Developer to the City, the notice shall be sent via all of the following means unless the City has formally acknowledged receipt of the prior notice: (i) personally delivered as provided in Section 13.2; (ii) mailed as provided in Section 13.2; and (iii) as a courtesy but not a formal means of notice, sent to any known City email address of the City's Planning Manager and Community Development Director and any known professional email address of the City Attorney. Such notice shall not be deemed received until both the personal delivery and the mailing have been deemed received according to the provisions of Section 13.2. In the event either Party fails to respond to the requesting Party's second request within twenty (20) days after receipt of such second request, the Estoppel Certificate shall be deemed approved by such Party.

City Manager may sign Estoppel Certificates on behalf of the City. An Estoppel Certificate may be relied on by assignees and Mortgagees.

13.4 Project as a Private Undertaking. It is specifically understood and agreed by the Parties that the Project is a private development, that neither Party is acting as the agent of the other in any respect, and that each Party is an independent contracting entity with respect to this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of property owned by a private party. City agrees that by its approval of, and entering into, this Agreement that it is not taking any action which would transform this private Development into a "public work"

project, and that nothing herein shall be interpreted to convey upon Developer any benefit which would transform Developer's private project into a public work project, it being understood that this Agreement is entered into by City and Developer upon the exchange of consideration described in this Agreement, including the Recitals to this Agreement, and that City is receiving by and through this Agreement the full measure of benefit in exchange for the burdens placed on Developer by this Agreement, including but not limited to Developer's obligation to provide the public improvements set forth herein.

13.5 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by City of its power of eminent domain.

13.6 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

13.7 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

13.8 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

13.9 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable, except that nothing in this Section 13.9 shall affect the Parties' rights or remedies related to any Default or breach of the Agreement.

13.10 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, tornados, hurricanes, floods, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party's control, government regulations, supply chain interruptions, excessive tariffs, pandemics, government-ordered quarantine, court actions (such as restraining orders or injunctions), or other causes beyond the Party's reasonable control ("**Force Majeure**"). If any such events shall occur, the term of this Agreement and the time for performance

shall be extended for the duration of the impacts on the Project of each such event, as set forth in Section 2.6.

This provision shall not apply to the remittance of the Initial DA Payment, the parent guaranty obligations, the surety bond obligations, insurance and indemnification requirements, and any and all financial assurances and obligations of Developer required by this Agreement. With respect to the Final DA Payment, in the event of a force majeure claim that delays construction for a period of one year or more, the remittance of the Final DA payment shall be due and payable within thirty (30) days of the e one year acceptance of the force majeure claim by the City or June 1, 2028, whichever is later.

13.11 Waiver. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.

13.12 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

13.13 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

13.14 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

13.15 Corporate Authority. The person(s) executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party, if not an individual, 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 such party is bound.

13.16 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend litigation against the other Party, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and, in addition, a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and

shall be enforceable whether or not such action is prosecuted to a final judgment.

13.17 Recitals. The Recitals in this Agreement constitute part of this Agreement, and each Party shall be entitled to rely on the truth and accuracy of each Recital as an inducement to enter into this Agreement.

13.18 No Brokers. City and Developer represent and warrant to the other that neither has employed any broker and/or finder to represent its interest in this transaction. Each Party agrees to indemnify and hold the other free and harmless from and against any and all liability, loss, cost, or expense (including court costs and reasonable attorney's fees) in any manner connected with a claim asserted by any individual or entity for any commission or finder's fee in connection with this Agreement arising out of agreements by the indemnifying Party to pay any commission or finder's fee.

13.19 Joint and Several Liability. In the event that Developer should enter into an Assignment of this Agreement, Developer shall bear ultimate responsibility for all obligations, conditions, and restrictions set forth under this Agreement, it being understood that both Developer and any Transferee shall be jointly and severally liable, until the Assignment has been legally consummated and Developer has provided notice of the Assignment to City and/or the Director and otherwise complied with all applicable provisions of Article 11 of this Agreement (including receiving any and all required City approvals (including any deemed approvals)), after which time only the Transferee shall be liable, and Developer shall thereafter automatically be released from all obligations under this Agreement assumed by such Transferee. While there may be joint and several liability hereunder between a Developer and its Transferee for Developer's activities related to the Developer's leasehold portion of the Property, to assist with financing the Project, there shall be no joint and several liability or cross-defaults among the Developers for the activities of one Developer on its leasehold portion of the Property to another Developer's leasehold portion of the Property. By way of example, if Gabriel I were to breach the DA or receive a Default Notice with respect to Gabriel I's leasehold area, no joint and several liability would flow to Gabriel II, Gabriel III, or Gabriel IV or its leasehold interests.

13.20 Compliance with Laws. Developer must comply with all applicable federal, state and local laws and regulations, including the IMC.

13.21 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 §§ 1091 or 1091.5. Developer 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. Developer 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. Developer 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. Nothing herein shall prevent Developer from providing lawful election donations, subject to compliance with Government Code § 84308 and other applicable law.

13.22 Counterparts. This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each of the Parties had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____, 2025.

CITY:

CITY OF IRWINDALE,
a California municipal corporation

_____

Larry G. Burrola, Mayor

ATTEST

_____

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

_____

Adrian R. Guerra, City Attorney

DEVELOPER:

San Gabriel Project I LLC,
a Delaware limited liability company

By:_____
Name:
Title:

San Gabriel Project II LLC,
a Delaware limited liability company

By:_____
Name:
Title:

San Gabriel Project III LLC,
a Delaware limited liability company

By:_____
Name:
Title:

San Gabriel Project IV LLC,
a Delaware limited liability company

By:_____
Name:
Title:

DEVELOPER SHALL PROVIDE CITY WITH COPIES OF APPROPRIATE DOCUMENTS EVIDENCING AUTHORITY OF SIGNATORIES TO EXECUTE AND BIND DEVELOPER. DEVELOPER'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 DEVELOPER'S BUSINESS ENTITY.

ACKNOWLEDGEMENT

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 _____)

County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

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 _____)

County of)
_____

On _____, before me, _____, Notary Public, personally appeared _____, _____, who 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

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 _____)

County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

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 _____)

County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGEMENT

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 _____)

County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT “A”

PROPERTY LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Los Angeles, State of California, and is described as follows:

Proposed Lot 2, as shown on Lot Line Adjustment LLA no. 01-2022, as evidenced by document recorded May 1, 2023 as Instrument No. 2023-0279463 of Official Records, being more particularly described as follows:

That portion of the remainder parcel of PARCEL MAP NO. 17598, in the City of Irwindale, County of Los Angeles, State of California, filed in Book 186, Pages 79 through 82 inclusive of Parcel Maps, in the Office of the Recorder for said County, described as follows:

Beginning at a point on the Southwesterly line of said remainder parcel (also the Northeasterly right of way line of Live Oak avenue, 50.00 foot Northeasterly half-width at this point), South 66°45'07" East, 102.96 feet thereon from that certain Westerly corner of said remainder parcel at the intersection of the Westerly line of said remainder parcel with said Northeasterly right of way line; thence leaving said Northeasterly right of way line of Live Oak avenue, North 16°48'16" East, 966.45 feet; thence South 45°34'00" East, 1201.44 feet, to the beginning of a non-tangent curve concave Northwesterly, having a radius of 1370.00 feet, a radial line through the beginning of said curve bearing South 44°47'53" East;

Thence Southwesterly along said curve through a central angle of 08°53'53" an arc distance of 212.76 feet; thence tangent to said curve, South 54°06'00" West, 53.27 feet to the beginning of a tangent curve, concave Northwesterly, having a radius of 1370.00 feet; thence Southwesterly along said curve, through a central angle of 07°02'28" an arc distance of 168.36 feet to the beginning compound curve, concave Northerly, having a radius of 50.00 feet, a radial line through the beginning of said 50.00 foot radius curve bearing South 28°51'32" East;

Thence Westerly along said 50.00 foot radius curve, through a central angle of 20°38'55" an arc distance of 18.02 feet; thence tangent to said curve, South 81°47'23" West, 122.07 feet to the beginning of a tangent curve, concave Southeasterly, having a radius of 50.00 feet; thence Southwesterly along said curve, through a central angle of 58°32'30" an arc distance of 51.09 feet; thence tangent to said curve, South 23°14'53 West, 2.88 feet to a line parallel with and 30.00 feet Northeasterly of said Northeasterly right of way line of live Oak Avenue;

Thence along said parallel line, North 66°45'07" West, 80.00 feet; thence South 23°14'53" West, 30.00 feet to said Northeasterly right of way line of live oak avenue; thence along

said Northeasterly right of way line, North 66°45'07" West, 573.56 to the true Point of Beginning.

EXHIBIT "B"

DEPICTION OF PROPERTY



EXHIBIT "C"

DETAIL OF GEN-TIE LINE ROUTE AND NUMBER AND HEIGHT OF ASSOCIATED TRANSMISSION POLES

(*See Attached*)

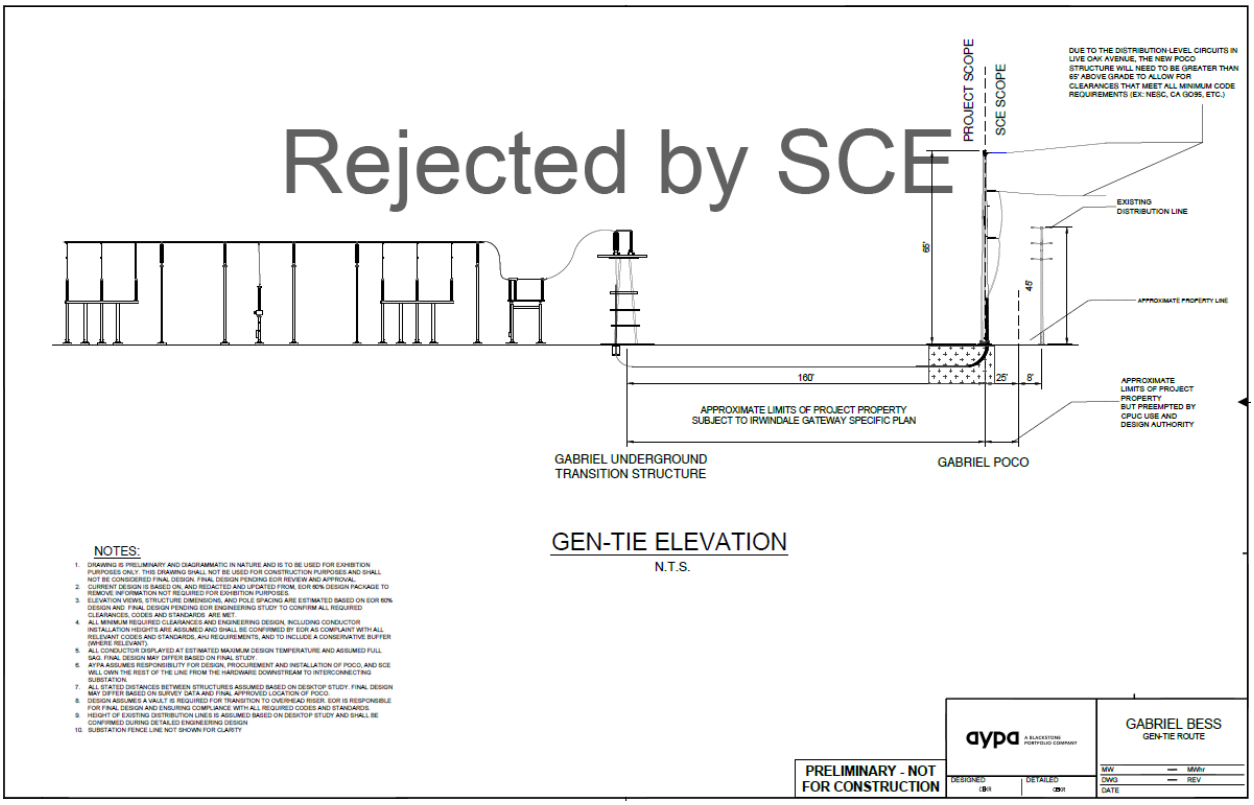


EXHIBIT “D”

INTENTIONALLY OMITTED

EXHIBIT “E”

INTENTIONALLY OMITTED

EXHIBIT "F"

Form of Parent Guaranty

GUARANTY

This Guaranty ("**Guaranty**"), effective as of [●], 2025, by Aypa Power Development LLC, a Delaware limited liability company ("**Guarantor**"), to and for the benefit of the City of Irwindale, a California municipal corporation ("**Beneficiary**") (each of Guarantor and Beneficiary are referred to as a "**Party**" and, collectively, the "**Parties**"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Development Agreement (defined below).

W I T N E S S E T H:

WHEREAS, San Gabriel Project I LLC, a Delaware limited liability company ("**Gabriel I**"), San Gabriel Project II LLC, a Delaware limited liability company ("**Gabriel II**"), San Gabriel Project III LLC, a Delaware limited liability company ("**Gabriel III**"), and San Gabriel Project IV LLC, a Delaware limited liability company ("**Gabriel IV**") (Gabriel I, Gabriel II, Gabriel III, and Gabriel IV, together with their subsidiaries, successors and assigns, collectively hereinafter "**Developer**") and Beneficiary have entered into that certain Development Agreement No. 01-2025, dated as of the date hereof, regarding Developer's Project (as such agreement may be amended, modified or supplemented from time to time, the "**Development Agreement**");

WHEREAS, upon the terms and subject to the conditions in the Development Agreement, Developer has agreed to provide certain public benefits, or funds therefor, to the Beneficiary and its residents, and Beneficiary has agreed to provide certain assurances to Developer with respect to the Project;

WHEREAS, Developer entities are indirect subsidiaries of Guarantor; and

WHEREAS, the Development Agreement contemplates that this Guaranty be executed and delivered by Guarantor.

NOW THEREFORE, as an inducement to the Beneficiary to enter into the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor covenants to Beneficiary as follows:

1. Guaranty. Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees, on the terms and subject to the conditions hereof, as primary obligor and not merely as surety to the Beneficiary, the full and timely payment when due and payable of all amounts payable by Developer to the Beneficiary and performance of all covenants and obligations of Developer under the Development Agreement (such obligations of Developer, the "**Obligations**"). Notwithstanding the foregoing or any other provisions of this Guaranty to the contrary, (i) this Guaranty shall not modify the Obligations under the Development Agreement and (ii) Guarantor's aggregate monetary liability under this Guaranty shall not exceed the aggregate amount of monetary Obligations set forth in the Development Agreement (the "**Capped Guaranty Amount**").

2. Covenants of Guarantor. This Guaranty is a guarantee of payment and not of collection. Guarantor covenants to the Beneficiary that, if at any time Developer should default in the payment when due and payable of any of the Obligations, Guarantor shall, following receipt of written notice from the Beneficiary and within the grace period in Section 3 hereof, pay in Developer's stead, or cause the payment of, such Obligations without the Beneficiary having to make prior demand on Developer.

3. Payments. If at any time Developer fails, neglects or refuses to timely or fully pay an Obligation when due and owing, upon receipt of written notice from Beneficiary specifying the failure, neglect or refusal, Guarantor shall promptly, but in any event within ten (10) Business Days after receipt by Guarantor from the Beneficiary of such written demand for such payment, pay all such Obligations in full up to the Capped Guaranty Amount. All payments by Guarantor to Beneficiary shall be made in United States Dollars from available funds.

4. Costs of Enforcement. Guarantor agrees to pay upon receipt of written demand made by the Beneficiary all reasonable and documented costs, expenses, and fees, including all reasonable out-of-pocket attorney's fees, actually incurred by the Beneficiary in enforcing this Guaranty, except to the extent that the Beneficiary agrees, or a final judgment of a court of competent jurisdiction or an arbitral award determines, that Guarantor is not liable for the Obligations sought in such enforcement of this Guaranty.

5. Guaranty Absolute. Except as otherwise provided herein, the obligations of Guarantor under this Guaranty shall be irrevocable, absolute, continuing and unconditional, and shall remain in full force and effect until such time as set forth in Section 11 hereof; *provided* that, notwithstanding anything in this Guaranty to the contrary, Guarantor expressly reserves to itself all rights, limitations of liability, exclusions, setoffs, counterclaims, and defenses to which Developer is or may be entitled under the Development Agreement, other than defenses arising from (a) the insolvency, reorganization, bankruptcy, or dissolution of Developer, (b) the lack of power or authority of Developer to enter into or to perform its obligations under the Development Agreement, or (c) the lack of enforceability of the Development Agreement. Without limiting the foregoing, the enforceability of this Guaranty shall not, until such time as set forth in Section 11 hereof, be affected, modified, impaired, discharged or prejudiced by (x) any other security now or hereafter held by the Beneficiary as security for the Obligations or (y) the happening from time to time of any one or more of the following whether or not with notice to or consent of the Developer (except to the extent that Developer's consent may be required to effectuate a modification of the Development Agreement) or Guarantor:

(a) the compromise, settlement, release, change, modification, or termination of any of the Obligations;

(b) the waiver, modification, or amendment (whether material or otherwise) of the Development Agreement (in each case, to the extent effected in accordance with the terms of the Development Agreement and other than amendments to the Obligations) or any extension of the time of payment of any Obligation;

(c) the failure, omission, delay or lack on the part of the Beneficiary to enforce, pursue, ascertain, or exercise any right, power, or remedy under or pursuant to the terms of the Development Agreement or this Guaranty;

(d) the fact that Guarantor may at any time in the future dispose of all or any part of its interest in Developer, or otherwise alter its investment in Developer in any manner;

(e) the bankruptcy, insolvency, winding up, dissolution, liquidation, administration, reorganization, or other similar or dissimilar failure or financial disability of Developer or Guarantor or any legal limitation, disability, incapacity or other circumstances relating to Developer or Guarantor;

(f) the addition, substitution, or partial or entire release of any other guarantor, maker, or other party (including Developer) primarily or secondarily liable or responsible for the payment or observance of any of the Obligations or any extension, waiver or amendment or anything whatsoever which may release a guarantor (other than payment in full);

(g) any defense arising by reason of the invalidity, nonbinding effect, or unenforceability (other than as a result of any breach by the Beneficiary of any of its obligations under the Development Agreement) of any of the Obligations or by reason of the incapacity, lack of authority, or, except as expressly provided herein, other defense of Developer; or

(h) the taking, variation, renewal, addition, substitution, subordination, or partial or entire release of any security for the payment or observance of any of the Obligations or the enforcement or neglect to perfect or enforce any such security.

6. Waiver of Subrogation. Guarantor irrevocably and absolutely waives any and all right of subrogation, contribution, indemnification, reimbursement, repayment or similar rights against Developer or any other person with respect to this Guaranty until the payment or satisfaction of the Obligations in full, it being the intention of the Parties that Guarantor shall not be deemed to be a "**creditor**" (as defined in Section 101 of the U.S. Bankruptcy Code (the "**Bankruptcy Code**") or any other applicable law) of Developer by reason of the existence of this Guaranty in the event that Developer becomes a debtor in any proceeding under the Bankruptcy Code or any other applicable law. In addition, Guarantor will not exercise any rights which it may acquire by way of subrogation under this Guaranty by any payment made hereunder or otherwise, until all of the Obligations of Developer to the Beneficiary under the DEVELOPMENT AGREEMENT shall have indefeasibly been paid or satisfied in full.

7. Continuing Guaranty. This Guaranty is a continuing guarantee, and shall apply to all Obligations when due. Each and every default or failure by Developer in making a payment set forth in the Development Agreement with respect to any of the Obligations shall give rise to a separate cause of action hereunder and a separate suit may be brought hereunder as each liability or cause of action arises. Subject to the provisions of this Guaranty, the Beneficiary shall have the right, in its sole judgment and discretion, from time to time, to make demand for payment and to proceed against Guarantor for recovery of the total of any and all amounts then due to the Beneficiary pursuant to this Guaranty and the Development Agreement as and when the same are due under the terms hereof or thereof, or to proceed from time to time against Guarantor for such portion of any and all such amounts, as the Beneficiary may determine.

8. Bankruptcy.

(a) So long as any Obligations are owed to the Beneficiary by Developer, Guarantor shall not, without the prior written consent of the Beneficiary, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Developer. The obligations of Guarantor under this Guaranty shall not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the winding up, dissolution, administration, bankruptcy, reorganization, insolvency, receivership, liquidation, arrangement or

similar proceeding of Developer, or by any defense which Developer may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Should the Development Agreement be disaffirmed by a trustee in bankruptcy for the Developer, Guarantor shall, at the option of the Beneficiary, make and enter into a new development agreement pursuant to which Guarantor shall pay or cause to be paid the balance of the Obligations.

9. Certain Waivers. Guarantor, except as expressly set forth in this Guaranty, hereby waives and relinquishes all rights and remedies accorded by applicable law to sureties or guarantors and, except as expressly set forth in this Guaranty, agrees not to assert or take advantage of any such rights or remedies, including:

(a) any right to require the Beneficiary to proceed against Developer or any other person or exhaust any security held by the Beneficiary before proceeding against Guarantor;

(b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or the failure of the Beneficiary to file or enforce a claim against the estate (in administration, bankruptcy or any other similar proceeding) of any other person;

(c) except as expressly contemplated herein, demand, presentment, protest, and notice of any kind, including, without limitation, notice of the existence, creation, or incurring of any new or additional obligation or of any action or non-action on the part of Developer or the Beneficiary (other than a breach by either Beneficiary of any of its obligations under the Development Agreement or this Guaranty);

(d) any defense based upon an election of remedies by the Beneficiary that destroys or otherwise impairs the subrogation rights of Guarantor, the right of Guarantor to proceed against Developer for reimbursement, or both;

(e) any duty on the part of the Beneficiary to disclose to Guarantor any facts the Beneficiary may now or hereafter know about Developer regardless of whether the Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that Guarantor is fully responsible for being and keeping informed of the financial condition of Developer, and of all circumstances bearing on the risk of non-payment of any Obligations hereby guaranteed;

(f) any requirement of diligence or promptness on the part of the Beneficiary or that the Beneficiary exhausts any right or takes any action against Developer, any collateral security or any other guarantor or surety;

(g) any defense arising because of the Beneficiary's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code;

(h) any defense based upon any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code;

(i) any and all defenses related to the restructuring, merger, termination or other change of the corporate structure of Guarantor or its Affiliates; and

(j) any other defense, contingency, circumstance or matter which might constitute a legal or equitable discharge of a surety or guarantor (other than a suit or action to which the Beneficiary is a party or by which the Beneficiary is bound concerning the scope of the Obligations or concerning the provisions of this Guaranty).

10. Representations and Warranties. Guarantor represents and warrants to the Beneficiary that, as of the date of this Guaranty:

(a) Guarantor is a limited liability company validly existing, authorized to do business and in good standing under the laws of the State of Delaware;

(b) Guarantor has the requisite limited liability company, organizational, or other power and authority to own its property and assets, transact business in which it is engaged and to enter into this Guaranty and carry out its obligations hereunder;

(c) the execution and delivery of this Guaranty and its performance have been duly authorized by all necessary limited liability company action on the part of Guarantor;

(d) this Guaranty is the legal, valid, and binding obligation of Guarantor, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by general equitable principles;

(e) the execution, delivery, and performance of this Guaranty will not violate any law or any provision of any security issued by Guarantor or of any agreement to which Guarantor is a party or by which it or any of its property is bound, and does not require any license, consent, or approval of any governmental authority; and

(f) no litigation, investigation, or proceeding of or before any arbitrator or governmental authority is pending or, to Guarantor's knowledge, threatened against Guarantor that could reasonably be expected to affect in an adverse manner, impair or diminish the validity or enforceability of this Guaranty.

11. Termination; Reinstatement of Guaranty.

(a) Subject to the provisions of Section 11(b) (which shall survive termination of this Guaranty), this Guaranty shall terminate upon (i) the payment of the DA Payment, and (ii) initial posting of the financial assurance or security, payable to the City, as required by the BESS Ordinance and set forth in Section 3.4 of the Development Agreement to ensure safe decommissioning of the Project[1], provided, that this Guaranty shall survive any termination pursuant to Section 11(a)(ii) solely with respect to any claims made by Beneficiary under this Guaranty prior to such termination, subject to Section 11(b) below.

(b) Notwithstanding the provisions of Section 11(a), this Guaranty shall continue to be effective or be reinstated, as the case may be, if (i) the financial assurance or security, payable to the City, as required by the BESS Ordinance and set forth in Section 3.4 of

the Development Agreement is not maintained as provided for in the BESS Ordinance or (ii) any payment by Guarantor under this Guaranty or the Development Agreement or pursuant hereto or thereto is rescinded or must otherwise be or is returned by Beneficiary upon the insolvency, bankruptcy, reorganization, dissolution or liquidation of Developer or Guarantor, all as though such payment had not been made. Such period of continued effectiveness or reinstatement, as the case may be, shall continue until satisfaction of the conditions contained in, and shall continue to be subject to, the provisions of this Section 11.

12. Benefit of Guaranty. This Guaranty shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns; provided that Guarantor may not make any assignment of this Guaranty unless it has obtained the prior written consent of the Beneficiary. No person shall be a third-party beneficiary of this Guaranty.

13. Notices. All notices or other communications under or respecting this Guaranty shall be in writing signed by the Party giving such notice and shall be sent by facsimile or other electronic transmission, hand messenger delivery, overnight courier service, or certified mail (receipt requested) to the other Party at the address set forth below; provided, that to be effective any such notice sent originally by facsimile must be followed within two (2) Business Days by a copy of such notice sent by overnight courier service:

If to Guarantor:

Aypa Power Development LLC
11801 Domain Blvd., Suite 525
Austin, TX 78758
Attention: CAISO Development
Email: GabrielBESS@aypa.com

with a copy (which shall not constitute notice) to:

Aypa Power Development LLC
11801 Domain Blvd., Suite 525
Austin, TX 78758
Attention: General Counsel
Email: legal@aypa.com
If to the Beneficiary:

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Attn: City Manager
With copy to:
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Adrian Guerra, City Attorney

Each party shall have the right to change the place to which notices shall be sent or delivered or to specify one (1) additional address to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other party. Without limiting any other means by which a Party may be able to prove that a notice has been received by another party, all notices and communications shall be deemed to have been duly given: (i) at the time delivered by hand,

if personally delivered, (ii) five (5) Business Days after being deposited in the mail, postage prepaid, if mailed by first class certified mail, receipt requested, (iii) when received, if sent by facsimile or other electronic transmission, if received prior to 5 p.m., recipient's time, on a Business Day, or on the next Business Day, if received later than 5 p.m., recipient's time, and (iv) on the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery. In any case hereunder in which a party is required or permitted to respond to a notice from another party within a specified period, such period shall run from the date on which the notice was deemed duly given as above provided, and the response shall be considered to be timely given if given as above provided by the last day of the period provided for such response.

14. Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in Los Angeles, California.

15. Severability. Any invalid or unenforceable provisions in this Guaranty shall be deemed severed here from, and such whole or partial invalidity shall not affect the enforceability or validity of the balance of this Guaranty.

16. Waiver; Amendment. Any term or condition of this Guaranty may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition and delivered pursuant to Section 13. No waiver by either Party of any term or condition of this Guaranty, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Guaranty on any future occasion. All remedies, either under this Guaranty or by law or otherwise afforded, will be cumulative and not alternative. Any failure of a Party to enforce any of the provisions of this Guaranty or to require compliance with any of its terms at any time during the pendency of this Guaranty shall in no way affect the validity of this Guaranty, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. This Guaranty may not be amended, supplemented, waived, or modified except by an instrument in writing signed by each Party.

17. Entire Agreement. This Guaranty constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

18. Headings. The headings of this Guaranty are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

19. Counterparts. This Guaranty may be executed and delivered in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Guaranty may be delivered by electronic transmission, including as a .pdf file.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date first above written.

GUARANTOR:

Aypa Power Development LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Guaranty]

ACCEPTED BY THE BENEFICIARY: The Beneficiary acknowledges and accepts the above Guaranty as of the date first above written.

BENEFICIARY:

CITY OF IRWINDALE,
a California municipal corporation

_____
Larry G. Burrola, Mayor

ATTEST

_____
Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

Item #13.G.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Theresa Olivares, Assistant City Manager

Issue: Acceptance of the California Advanced Services Fund Grant and Authorization to Execute the Related Consent Form, and Appropriation of Funds

City Manager's Recommendation:

Adopt Resolution No. 2025-123-3711 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE CONSENT FORM FOR THE CALIFORNIA ADVANCED SERVICES FUND (CASF) BROADBAND, AND APPROPRIATING FUNDING IN THE AMOUNT OF $111,535 FROM THE GENERAL RESERVES TO CREATE A REIMBURSEMENT ACCOUNT".

Administrative Action:

Submitted/Prepared/Approved by:
Theresa Olivares, Assistant City Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Background and Analysis:

The City recently applied for and has been awarded a grant totaling $111,535 from the California Public Utilities Commission (CPCU) Communications Division. The CPCU has funding available to increase publicly available or after-school broadband access and digital inclusion, such as grants for digital literacy training programs and public education to communities with limited broadband adoption. The

City will use the grant funding received through the California Advanced Services Fund (CASF) Broadband Access grant to provide computer devices, hotspots, and general program implementation for the new Irwindale Public Library. Additionally, the funding will be used for program implementation at the Dan Diaz Recreation Center and the Irwindale Senior Citizen Center.

Staff is requesting the City Council's authorization to enter into a Consent Form with the CPCU for the CASF grant. In order to secure these funds, the Consent Form must be executed and submitted by December 26, 2025. The CASF grant is a reimbursable grant, requiring an appropriation of funds from the general reserves to establish a reimbursement account for this purpose.

Fiscal Impact:

Funding is available in the City's general reserves to establish the reimbursement account.

Attachments:

1. Resolution No. 2025-123-3711
2. Attachment "A"
3. CASF Award Letter

Resolution No. 2025-123-3711

RESOLUTION NO. 2025-123-3711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE CONSENT FORM FOR THE CALIFORNIA ADVANCED SERVICES FUND (CASF) BROADBAND, AND APPROPRIATING FUNDING IN THE AMOUNT OF $111,535 FROM THE GENERAL RESERVES TO CREATE A REIMBURSEMENT ACCOUNT

WHEREAS, the California Public Utilities Commission (CPCU) Communications Division has funding available to increase publicly available or after-school broadband access and digital inclusion, such as grants for digital literacy training programs and public education to communities with limited broadband adoption;

WHEREAS, the City of Irwindale applied for the California Advanced Services Fund (CASF) Broadband Access grant to provide computer devices, hotspots, and general program implementation for the new Irwindale Public Library, and program implementation at the Dan Diaz Recreation Center and the Irwindale Senior Citizen Center; and

WHEREAS, the City of Irwindale has been selected as a grant recipient in the amount of $111,535 and desires to enter into a Consent Form with the CPCU for the CASF grant; and

WHEREAS, the City of Irwindale has the legal authority and is authorized to enter into the Consent Form for the California Advances Services Fund Broadband Adoption Grant Award.

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

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

SECTION 2. The City Council hereby approves amending the FY 2025-2026 Adopted Budget to appropriate $111,535 from the General Fund reserves to create a reimbursement account and transferring these funds to the City of Irwindale Public Library Improvement Project.

SECTION 3. The Assistant City Manager of the City of Irwindale is hereby authorized and directed to execute the Consent Form and Acceptance of the California Advanced Services Fund Broadband Adoption Grant Award with the California Public Utilities Commission (Attachment “A”.

SECTION 4. The Assistant City Manager of the City of Irwindale is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

SECTION 5. 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 6. 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 10th day of December 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, do hereby certify that the foregoing Resolution No. 2025-123-3711 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 10th day of December 2025, by the following vote:

AYES**:** Councilmembers:

NOES**:** Councilmembers:

ABSENT**:** Councilmembers:

ABSTAIN**:** Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Attachment “A”

ATTACHMENT 1

Consent Form and Acknowledgement and Acceptance of the California Advanced Services Fund Broadband Adoption Grant Award

Name of Grantee: _____

☐ Grantee identified above hereby acknowledges receipt of the letter approving the California Advanced Services Fund Broadband Adoption Grant for the Irwindale's Citywide Digital Equity Project for Expanded Broadband Access project (award sequence 1256). The grantee agrees to comply with all grant terms, conditions, and requirements set forth in the letter dated November 26, 2025, as well as all CASF rules, including those in the Broadband Adoption Account Requirements, Guidelines and Application Materials. **Grantee also agrees to fulfill the goals it identified in the application and agrees that all payment requests will be subject to meeting those goals.**

Undersigned representative of _____ [Name of Grantee] is duly authorized to execute this Agreement Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth by the California Public Utilities Commission in the letter referenced above.

Dated this _____ day of _____, 20___.

Signature _____

Printed Name_____

Title _____

Organization or Name of Company _____

Business Address (include street address, suite/apt. number, city, state, and ZIP Code)

_____

ATTACHMENT 2

Payee Record Form

Print Form Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
California Public Utilities Commission	Broadband Video & Market Branch, CASF Adoption & Access

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
505 Van Ness Avenue		

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Francisco	CA	94102	casf_adoption@cpuc.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Award Notice

PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

November 26, 2025

Theresa Olivares
tolivares@irwindaleca.gov
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

SUBJECT: **CASF ADOPTION ACCOUNT GRANT AWARD *FOR BROADBAND ACCESS***

This letter serves to inform you that the California Public Utilities Commission (CPUC) Communications Division (CD) approves California Advanced Services Fund (CASF) Broadband Adoption Account grant funding to City of Irwindale (Grantee).

In your application, you requested $111,535. The CPUC has approved your CASF grant application for funding of up to $111,535 for the Irwindale's Citywide Digital Equity Project for Expanded Broadband Access project.

Budget: Grant funding is approved for this project as described below.

CASF Broadband Adoption Grant Funding	
Category	**Approved Grant**
In-Classroom Computing Devices	$10,514
Hotspots	$0
General Program Implementation[1]	$101,020
Total Grant Award	$111,535
Funding per participant (exclusive of in-person and take-home computer or hot spot funding, if applicable)	$38.44

[1] This includes items and activities listed in the grantees' application and eligible for reimbursement per Decision (D.) 22-05-029, Broadband Adoption Account Guidelines. (See website here - https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/california-advanced-services-fund/casf-adoption-account).

Requirements

The grant award is predicated on City of Irwindale's commitment to provide adoption services as expressed in its application and consistent with the Ministerial Review criteria that City of Irwindale agreed and/or attested to in its application which includes meeting all milestones and goals for each project(s) as well as fulfilling the requirements per D.22-05-029. Key requirements include, among others:

- Grantee will provide free broadband access as described in its application.
- Grantee has identified a designated space for broadband access or provided detailed information on how such a space will be obtained.
- Grantee has at least one year's experience conducting broadband access projects or has completed at least one broadband access project.
- Grantee must provide technical support, either by phone or in person, within 24 hours.
- Grantee agrees that reimbursement for computing devices used in community training rooms or other public space is capped at $11,250 and limited to $750 per device.
- Grantee must make broadband access available within six months of submitting a consent form accepting the CASF grant.
- Grantee agrees that the project costs $42 per participant or less.
- Grantee must complete the project within a 24-month timeframe or earlier.

City of Irwindale must provide broadband access to 2,628 participants and aspires to subscribe 268 participants to broadband internet services.

Reporting

The grant award is also contingent upon fulfilling the reporting requirements per D.22-05-029, Appendix 2. These reports include a Ramp-up period report (if applicable), a Year 1 Progress Report and a Year 2 Completion Report. Ramp-up reports must be submitted no later than 3 months after completion of ramp-up activities. Year 1 Progress Report and Year 2 Completion Report must be submitted within 3 months after the end of the first year of deployment and no later than 3 months after completion of the project, respectively. If applicable, City of Irwindale must fulfill the monthly reporting requirements set forth in Public Utilities Code, § 281(l)(1) if it is using a licensed contractor or subcontractor to undertake a contract or subcontract in excess of twenty-five thousand dollars ($25,000) to perform work on the project funded or financed by CASF. Reporting templates are available in the Administrative Manual posted on the Adoption Account website.

City of Irwindale must maintain files, invoices, and other related documentation for three years after final payment. City of Irwindale shall make these records available to the CPUC

upon request and agree that these records are subject to audit and review by the CPUC at any time within three years after City of Irwindale has incurred the expense being audited to ensure that CASF funds are spent in accordance with the terms of approval the CPUC grants.

Payment

All reimbursements are contingent upon the City of Irwindale fulfilling its obligation to provide digital literacy training as described in its application. City of Irwindale may submit up to three payment requests throughout the project period. Payment requests may accompany the Ramp-up or Year 1 reports or be submitted separately; Year 2 Completion Report must be submitted with a final payment request. Payment will be based upon receipt and approval of invoices and other supporting documents showing that expenditures incurred for the project are in accordance with their approved application and budget. Ramp-up period payment requests may not exceed 25% of grant amount and no more than 90% of the grant amount will be reimbursed before the completion report and final payment request. Completion Reports must be submitted no later than three months post project completion. Payment request templates are available in the Administrative Manual posted on the Adoption Account website.

Execution and Performance

City of Irwindale must begin the project within six months after submitting a consent form accepting the terms stated in the award letter and must complete the project within 24-months. City of Irwindale must complete all performance under the award on or before the termination date of the award.

By receiving a CASF grant, City of Irwindale agrees to comply with the terms, conditions, and requirements of the grant award and submit to the jurisdiction of the CPUC regarding disbursement and administration of the grant and the CPUC's enforcement authority under Pub. Util. Code, §§ 2108 and 2111. City of Irwindale must notify the Director of Communications Division as soon as it becomes aware that it may not be able to meet project deadlines. The CPUC may withhold, reduce or terminate grant payments if City of Irwindale does not comply with any of the requirements set forth in its application and compliance with the CASF. In the event City of Irwindale fails to complete the project in accordance with the terms of the approval granted by the CPUC as set forth in D. 22-05-029 and this award letter, City of Irwindale must reimburse some or all the CASF funds it has received.

City of Irwindale must notify CD within 30 days regarding modifications to budget line items or milestone/activity timelines set forth in D.22-05-029, Appendix 2, Section XV. City of Irwindale must also report any material changes in the entries for the application, by letter to

the California Public Utilities Commission, Director of the Communications Division, 505 Van Ness Avenue, San Francisco, CA 94102 and CDCompliance@cpuc.ca.gov.

Award Acceptance

City of Irwindale must sign the Consent Form (Attachment 1) and the Payee Record Form (Attachment 2) and email both within 30 days from the date of this award letter to CASF_Adoption@cpuc.ca.gov. If City of Irwindale does not submit the Consent Form within 30 calendar days from the date of the award, the CPUC will deem the Grant or award to be null and void.

If you have any questions, please contact CASF_Adoption@cpuc.ca.gov.

Sincerely,

/s/ Maria Ellis
Maria Ellis, Deputy Director
Communications Division

ATTACHMENT 1

Consent Form and Acknowledgement and Acceptance of the California Advanced Services Fund Broadband Adoption Grant Award

Name of Grantee: _____

☐ Grantee identified above hereby acknowledges receipt of the letter approving the California Advanced Services Fund Broadband Adoption Grant for the Irwindale's Citywide Digital Equity Project for Expanded Broadband Access project (award sequence 1256). The grantee agrees to comply with all grant terms, conditions, and requirements set forth in the letter dated November 26, 2025, as well as all CASF rules, including those in the Broadband Adoption Account Requirements, Guidelines and Application Materials. **Grantee also agrees to fulfill the goals it identified in the application and agrees that all payment requests will be subject to meeting those goals.**

Undersigned representative of _____ [Name of Grantee] is duly authorized to execute this Agreement Form on behalf of the Grantee and to bind the Grantee to the terms, conditions, and requirements set forth by the California Public Utilities Commission in the letter referenced above.

Dated this _____ day of _____, 20___.

Signature _____

Printed Name_____

Title _____

Organization or Name of Company _____

Business Address (include street address, suite/apt. number, city, state, and ZIP Code)

_____

ATTACHMENT 2

Payee Record Form

Print Form Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California

☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION
California Public Utilities Commission	Broadband Video & Market Branch, CASF Adoption & Access

MAILING ADDRESS	FAX	TELEPHONE *(include area code)*
505 Van Ness Avenue		

CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Francisco	CA	94102	casf_adoption@cpuc.ca.gov

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Item #13.H.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Resolution No. 2025-101-3689 Casting the City of Irwindale's Vote for the San Gabriel Basin Water Quality Authority

City Manager's Recommendation:

Adopt Resolution No. 2025-101-3689 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CASTING ITS VOTE(S) FOR AZUSA MAYOR ROBERT GONZALES TO REPRESENT CITIES WITH PRESCRIPTIVE PUMPING RIGHTS ON THE BOARD OF THE SAN GABRIEL BASIN WATER QUALITY AUTHORITY".

Administrative Action:

Submitted/Approved by:

Julian A. Miranda, City Manager

Prepared by:

Iris Espino, Assistant to the 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 has 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.

At its meeting on Wednesday, November 12, 2025, the Irwindale City Council unanimously directed staff to prepare a resolution authorizing its vote in support of City of Azusa Mayor Robert Gonzales' appointment to serve as a Board Member representing cities with prescriptive pumping rights to the Water Quality Authority. The proposed resolution casting the City of Irwindale's vote will be hand-delivered to the WQA office on Monday, December 15, 2025.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Resolution 2025-101-3689

RESOLUTION NO. 2025-101-3689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, CALIFORNIA, CASTING ITS VOTE(S) FOR AZUSA MAYOR ROBERT GONZALES 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 Irwindale is one of the cities in the San Gabriel Basin with prescriptive pumping rights;

WHEREAS, the City of Irwindale must cast its vote(s) for only one of the official nominees provided by the San Gabriel Basin Water Quality Authority;

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, AS FOLLOWS:

SECTION 1. The City Council of the City of Irwindale casts its full vote for Mayor Robert Gonzales as the representative for cities in the San Gabriel Basin with prescriptive pumping rights.

PASSED, APPROVED, and **ADOPTED** this 10th day of December 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC

01005.0001/834462.1

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. 2025-101-3689, as duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 10th day of December 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #13.I.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Renewal of an Existing Contract with the West Covina Police Department for Use of Their Jail Facility

City Manager's Recommendation:

Adopt Resolution No. 2025-114-3702: entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE RENEWAL OF AN EXISTING CONTRACT WITH THE WEST COVINA POLICE DEPARTMENT FOR USE OF THEIR JAIL FACILITY BY MEMBERS OF THE IRWINDALE POLICE DEPARTMENT".

Administrative Action:

Submitted & Prepared by:

Chris Hofford, Chief of Police

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 does not have its own jail facility. Police officers of the Irwindale Police Department ("IPD") have always used the facilities of other agencies in order to book and house arrestees. An existing contract with the West Covina Police Department ("WCPD") currently requires renewal. The proposed contract will ensure that IPD personnel can continue to have uninterrupted use of the WCPD jail facility for an additional five years.

This Agenda Report seeks City Council approval for the City Manager and Chief of Police to enter into the proposed contractual agreement, subject to City Attorney approval as to the form of the agreement.

Fiscal Impact:

The WCPD rates for IPD use of their jail facility are three hundred dollars ($300) per arrestee booked, two hundred dollars ($200) per day per arrestee for housing, and five hundred dollars ($500) per arrestee needing a detoxification hold prior to being released from custody. Sufficient funding is available in the Police Department's FY 2025-2026 adopted budget (account 01-35-353-42332-00000). No additional funding is requested.

Attachments:

1. Resolution No. 2025-114-3702

RESOLUTION NO. 2025-114-3702

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE RENEWAL OF AN EXISTING CONTRACT WITH THE WEST COVINA POLICE DEPARTMENT FOR USE OF THEIR JAIL FACILITY BY MEMBERS OF THE IRWINDALE POLICE DEPARTMENT

WHEREAS, the City of Irwindale Police Department does not have its own municipal jail; and

WHEREAS, the Irwindale Police Department requires the use of a jail facility to book and house arrestees; and

WHEREAS, the Irwindale Police Department has an existing contractual agreement with the West Covina Police Department for use of their jail facility which requires renewal; and

WHEREAS, the West Covina Police Department has offered to extend use of their jail facility for an additional five year period.

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

SECTION 1. The recital set forth above are true and correct and incorporated here and by this reference.

SECTION 2. The City Council hereby finds that the Irwindale Police Department must have continued use of a jail facility in order to book and house arrestees.

SECTION 3. The City Council hereby authorizes the City Manager and Chief of Police to enter into a renewal agreement for an additional five year term, subject to City Attorney approval as to form.

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

PASSED, APPROVED AND ADOPTED this 10th day of December, 2025.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-113-3702 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 10th day of December, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #13.J.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Request to Waive Formal Bidding Procedures and Authorizing the Use of a Cooperative Purchasing Agreement for the Procurement of 38 Ballistic Helmets and Face Shields from Safeware, Inc. Using Asset Forfeiture Funds

City Manager's Recommendation:

Adopt Resolution No. 2025-121-3709 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PER IRWINDALE MUNICIPAL CODE SECTION 3.44.080(f) AUTHORIZING THE USE OF A COOPERATIVE PURCHASING AGREEMENT UNDER SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE PROCUREMENT OF 38 BALLISTIC HELMETS AND FACE SHIELDS FROM SAFEWARE, INC. IN THE AMOUNT OF $70,500 FROM ASSET FORFEITURE FUND".

Administrative Action:

Submitted & Prepared by:

Chris Hofford, Chief of Police

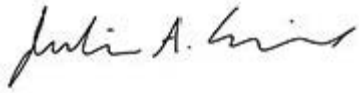
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Ballistic helmets and protective face shields are essential safety equipment for peace officers. Per manufacturer guidelines, these pieces of equipment should be replaced every five years, similar to the protective vests that officers wear. The helmets and face shields currently in use are seven years old and are due to be replaced. Furthermore, the proposed helmets are far more protective than the helmets currently in use - they will protect officers from bullets much more powerful than can be stopped by currently-issued equipment.

Fiscal Impact:

Adoption of Resolution No. 2025-121-3709 waives the formal bidding requirement and piggybacks off of using the Sourcewell cooperative purchasing program to buy 38 ballistic helmets and face shields for an amount not-to-exceed $70,500 from Safeware, Inc. using the funds available under Asset Forfeiture Fund.

Attachments:

1. Safeware Sourcewell Contract 080922 SAF
2. Safeware LA County Contract MA IS 2340176 1
3. Safewear Quote (10254102)
4. Resolution No. 2025-121-3709 Approve Purchase of Ballistic Helmets and Face Shields

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

Sourcewell

Solicitation Number: RFP #080922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

DocuSign Envelope ID: E368429B-05C4-4DC1-A1DB-D719A6BD39BC

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Safeware, Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Mary Pelfrey 68D86B93C9504E6...
Jeremy Schwartz	Mary Pelfrey
Title: Chief Procurement Officer	Title: Vice President, Government Contracts and HR
Date: 10/11/2022 | 11:24 AM CDT	Date: 10/11/2022 | 11:49 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 10/14/2022 | 10:44 AM CDT

RFP 080922 - Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions

Vendor Details

Company Name:	Safeware, Inc.
Address:	4403 Forbes Blvd Lanham, Maryland 20706
Contact:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Phone:	301-683-1212 1815
HST#:	52-1152883

Submission Details

Created On:	Wednesday June 22, 2022 08:53:30
Submitted On:	Tuesday August 09, 2022 08:34:09
Submitted By:	Mary Pelfrey
Email:	mpelfrey@safewareinc.com
Transaction #:	9736f2aa-38df-4b8b-9504-49ef7367f7e9
Submitter's IP Address:	70.237.73.210

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Safeware, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1DCA7, UEI: JRVNJLXMZN64	*
5	Proposer Physical Address:	4403 Forbes Blvd. Lanham, MD 20706	*
6	Proposer website address (or addresses):	www.safewareinc.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jessica Faulkner Assistant Secretary Senior Manager, Contract Administration & Quality 4403 Forbes Blvd. Lanham, MD 20706 jfaulkner@safewareinc.com 800-331-6707 x1079 (office)	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mary Pelfrey Executive Director 4403 Forbes Blvd. Lanham, MD 20706 mpelfrey@safewareinc.com 704-564-0320 (cell) 301-683-1212 x1815 (office)	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karla Hyatt Director of Government Contracts 1800 Byberry Road Ste 801 Huntingdon Valley, PA 19006 kahyatt@safewareinc.com 800-331-6707 x1090 (office) Rick Bond Vice President of Sales 4403 Forbes Blvd. Lanham, MD 20706 rbond@safewareinc.com 301-542-3258 (cell)	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Safeware, founded in 1979, has spent over forty years protecting workers in their place of business. Beginning as an industrial safety company, we shifted our focus in the nineties to governmental agencies and are proud to have been among the earliest companies to support our nation's infrastructure in the fledgling homeland security market. We helped responders at both Ground Zero in New York and at the Pentagon during the aftermath of the 9/11 emergencies. In 1981, we established our Technical Services division to provide quality service for those more technical products that require regular care and maintenance. Today we are trusted by key government agencies and Fortune 500 companies to keep their critical equipment operating, and their personnel protected. In 1999, responding to customers and suppliers' requests, we created the Fire & Rescue Division. Today, Safeware focuses on supplying products and services to fire & rescue, federal and local government, law enforcement, military, and all forms of first responders. We are a trusted partner to those for whom failure is not an option. Safety and service are what we do but, Response is who we are. Safeware has a well-established reputation as the "go-to" Company when customers need us most. We responded to the events of 9/11 with personnel and material arriving on the scene in New York City and at the Pentagon within hours. We are proud of our ability to play such a significant role in supporting our country's first responders. Safeware has also provided material and support for many other crises, including multiple anthrax incidents, oil spills, bombings, natural disasters, and the recent COVID-19 pandemic. No matter the size of an emergency, we work hard to help our customers in their times of need. Government customers make up 90% of our sales, and these are primarily in State and Local markets. Today, we are a nationally recognized industry leader in distributing and servicing Public Safety and Emergency Management Equipment and Solutions.
11	What are your company's expectations in the event of an award?	Safeware expects a single award for the catalog of products listed in this Request for Proposal in the US. We are open to the idea that, should a large industrial supply distributor respond, then that award would not otherwise interfere with our position as a sole awardee on the contract as "big box" distributors have different "go to market" strategies than national public safety distributors. Additionally, we recognize our shortcomings in Canada and hope and anticipate that Sourcewell will support Safeware with training for our team of Sales and Customer Service personnel (over 50 strong nationwide and growing). We suggest this training will take place in the form of a series of webinars. To advertise and promote the contract, we anticipate that Sourcewell will work with Safeware's marketing team to position the contract nationally and to make the Sourcewell logo prominent in our marketing efforts. We also anticipate Sourcewell to identify leads and opportunities for public agencies to utilize the contract and assist the Safeware team with legal objections or questions around accessing the contract. We request that Sourcewell continue promoting the Sourcewell family of contracts, shows and other joint marketing events. Safeware looks forward to a kick-off discussion involving Key Personnel and Executive Management in preparation for the contract launch.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached Financial Statement demonstrating Safeware's financial stability and excellent cash flow.

13	What is your US market share for the solutions that you are proposing?	We do not have strong and relevant market data to support a claim in terms of market share in the US. We can, however, state that we consistently are one of the top suppliers for the following manufacturers, often number one in the US: • CMC Rescue – Rescue Gear, primarily for firefighters including rescue PPE • Mustang Survival – PPE for Rescue/Water Rescue & Firefighter PPE • Kask – PPE helmets for Rescue Personnel • Cairns – Firefighting Helmets • United Shield – Ballistic Helmets & Body Armor • Kappler – PPE for Firefighters • Dupont Personal Protective – PPE • Blauer Homeland Security – Chembio PPE While we have no third-party data, we believe Safeware is the largest national supplier of equipment for HAZMAT teams, bomb squads and technical reserve teams for State and Local governments across the country. All these teams are critical components to emergency response. Additionally, during the Pandemic in 2020 and 2021, Safeware was the single largest distributor of N95 respirators in 3M's Occupational Safety and Health Division which demonstrates our buying power and national presence in a time of emergency.	*
14	What is your Canadian market share for the solutions that you are proposing?	Safeware does not have a Canadian market share, but has partnered with Levitt-Safety Limited, Canada's premier safety distributor in a mutually beneficial relationship that will grant customers access to quality safety products from Canada's leading and most reputable safety distributor. Boasting annual sales of over $100 million and $15 million in inventory, Levitt-Safety has served Canadian public agencies for well over 80 years and will continue to do so through this contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a. Safeware is a distributor. Our contracts team maintains signed agreements with each manufacturer, including every manufacturer listed in this response. Given the broad nature of our response, we are happy to provide a letter from any manufacturer proposed in this RFP stating that we are a distributor of their products should it be requested.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Safeware is registered in Minnesota under the name "Safeware Safety Supplies Inc." Our Department of Revenue account number is #6301318 which is used to file and pay MN sales tax. To our knowledge, we are not required to hold any other licenses in MN.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Safeware has not been suspended or debarred anytime in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Here are a few recent examples of Safeware recognition by our customers and partners: • 2020 Supplier of the Year by TEMA (Tennessee Emergency Management Agency). • 2021 Outstanding Response in a Time of Emergency by the State of Florida Department of Emergency Management for o Wastewater spill at Piney Point o Surfside Condo collapse • 2020 recognized as a top national producer for another cooperative contract • 2021 recognized as a top producer in Northeast region for another cooperative for all sales in region • Recognized by numerous manufacturers for outstanding sales performance • Recognized by our partners for being awarded State contracts. Often, this is a result of "bridging" an existing cooperative contract. Examples include Michigan, Massachusetts, Tennessee, and Utah.	*
20	What percentage of your sales are to the governmental sector in the past three years	Safeware has consistently tracked 90% of our overall sales to the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 10% of our governmental sales have been in the Higher Ed and K-12 sectors. This is largely reflective of the bundle of products we offer and the vertical market focus on fire and police in our company. We do believe the education sector is a growing category though for Safeware. This is mainly due to the pandemic, recent events, and the growing emphasis of safety measures in this sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	OMNIA 2021 $ 95,523,185 2020 $151,024,876 2019 $ 53,140,772 HIRE 2021 $210,392 2020 $629,953 2019 $609,007 SourceWell 2021 $682,858 2020 $432,967 2019 n/a	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Multiple Award Schedule Contract #GS-07F-5668P 2021 $921,017 2020 $737,245 2019 $433,246	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
New York State DHSES	Jes (Walker) Bearden	518-402-4789	*
City of Minneapolis Minneapolis Fire Department	Jim Thomas	612-673-5563	*
Nashville International Airport	Sgt. Marc Christian	615-275-2322	*
Georgia Department of Transportation	Tim Swink	404-631-1367	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Commonwealth of Massachusetts	Government	Massachusetts - MA	Homeland Security, PPE, Public Safety, Public Works / Traffic Supplies, Safety Apparel and other products required in emergencies; for example, COVID-19, etc.	Avg.: $27,738	$44,888,273	*
State of Tennessee	Government	Tennessee - TN	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: $90,884	$29,891,247	*
Miami-Dade County	Government	Florida - FL	PPE, Respirators, Traffic Safety, Fire & Rescue, LE, etc.	Avg.: 3,944	$11,783,621	*
City of Dallas	Government	Texas - TX	Public Safety, PPE, HAZMAT, Drug Detection, etc.	Avg.: $11,895	$9,790,955	*
State of Michigan	Government	Michigan - MI	PPE, Homeland Security, LE, Protection, Water Filtration, etc.	Avg.: $9,667	$9,761,142	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	The Safeware team works together. It takes the involvement of many people's expertise across multiple disciplines to meet the participating entities' needs. Our teams work together, from sales to customer service, technical service support, purchasing, marketing, and contracts to support the Sourcewell contract. Safeware employs a national team of 25 sales professionals and represents significant geographical growth over the last 5 years through our expansion to the West Coast as well as corresponding operational resources to support this growth. (See attached Safeware Roster and Safeware Territory Map.) Our sales representatives are skilled and have knowledge in all the products and services we provide to support the award resulting from this RFP. The sales representatives are typically the front line to participating entities, understanding their problems, and finding solutions. They have the ultimate responsibility to the customer for public agency satisfaction. Our customer service representatives (CSR) are inside sales representatives responsible for customer calls and emails and for addressing orders and order entry. The CSR assist customers with pricing, inventory, and status updates on products. Safeware's experienced Customer Service staff features account specific service and not a "call center" approach. Our team of 28 CSR's is located in regions across the country to provide service in every time zone, and our customer service representatives have great familiarity with their assigned customers. Customers' requests result in pricing specific to the required or requested contract, and the contract details can be found on the pricing documents. Our customer service representatives are very experienced in working with customer deadlines resulting from the end of the fiscal year, end of the grant cycles requirements, and other customer-specific requirements. They understand the urgency of emergency requests. Each year, we receive numerous compliments about our customer service team. Our Technical Services team provides maintenance, repair, rental, and leasing solutions to public entities. Our trained and certified technicians provide on-site and in-house services to minimize your downtime and keep customers in compliance. Purchasing ensures we are keeping the appropriate products in inventory for your

needs. This can be in general for public entities or public entity specific. Purchasing also works with sales to ensure one-time purchases at the best possible price to the customer. They also make sure price lists are accurate and auditable.

Marketing supports sales to provide collateral material, an online website, eCommerce, punchout, and many other services to streamline a Sourcewell Member's purchase.

Contracts works with sales to offer a national cooperative agreement to help public entities save time and money to simplify the sales process.

Product Knowledge.

All Safeware sales representatives are trained to provide product support in the key aspects of public safety. Not only does Safeware provide products, but our field representatives provide added value support to our customers. Examples of such added value services that have been provided to State and Local customers in the past include:

- Fentanyl Seminars
- Respiratory Fit Testing and Fit Testing Training
- Confined Space Training
- Product Fitting (Helmets, PPE)
- Site Safety Surveys

Safeware sales representatives receive a minimum of one hour each week of new product training, and an additional 5 days of offsite training annually. The focus of these training sessions is to support the sales of products and services in the following categories:

- Police
- SWAT
- Patrol
- Bomb
- Traffic
- Drug Enforcement
- Crime Scene
- Dive/Recovery
- Search and Rescue
- Canine
- Fire
- Structural Firefighting
- Hazmat Response
- Technical Rescue
- USAR
- Water Rescue
- Apparatus Small Parts
- General Safety
- Emergency Management

Most importantly, all Safeware sales representatives are trained on government purchasing and the benefits of cooperative purchasing. Each sales representative regularly works in support of promoting our cooperative contracts and attends government purchasing events obtaining best practice information to help them consult with government customers regarding the use of cooperative contracts. All Safeware sales representative will have access to the Sourcewell contract program resources and will review all important information so that they can be a resource to government purchasing professionals.

Many companies will show coverage maps with team members who are not engaged in government sales opportunities. Safeware is in the business of offering contract solutions to America's heroes, and each field representative is engaged in support of our mission.

Safeware sales representatives focus on high volume customer contact opportunities in the field. While the pandemic curtailed most trade shows in 2020 and 2021, we continued to support the events that operated virtually and shifted to participating again in person this year as the health crisis moved from pandemic to endemic. Our outside sales representatives will participate in 77 trade shows this year. These trade shows represent contact with tens of thousands of current and potential customers in State and Local government. A glance at our trade show schedule will demonstrate the commitment that every representative in each territory has in both government procurement conferences and end user conferences. Please see attached list of Safeware's trade shows. Most of our sales activities are contract sales and these end user events reflect the same. These trade shows demonstrate the unique versatility and geographical scope of Safeware's sales team. Each of

		these shows is a showcase of the benefits of cooperative purchasing, along with strong subject matter expertise in the core vertical user markets. Regarding our Canadian strategy, we have no current assets in Canada. We have aligned with the premier Canadian distributor of Personal Protective Equipment, Levitt-Safety. Levitt will partner with Safeware under the brand of Safeware Levitt, which is only for our Canadian operations. Levitt will report Canadian sales to Safeware, and Safeware will manage the Sourcewell relationship and all reporting and payment functions. Safeware will provide training for Levitt's sales team, and we will work with Levitt to ensure that contracted items on the Sourcewell agreement are available.	
27	Dealer network or other distribution methods.	Safeware has a long history of added value distribution to realize our customers' goals regarding MWSBE participation. We have current small business partners who are certified Minority Owned, Woman Owned, and Veteran Owned businesses with whom we work regularly to meet customers' MWSBE participation goals. The challenge for MWSBE participation in a national contract is that every municipality has its distinct certification process, and there is a consistent bias towards small local businesses. For example, a certified vendor in Cleveland most likely is not a certified vendor in Los Angeles. Our strategy is to establish regional distribution under the contract. Regional dealers can sell Safeware contract items at the contracted price as authorized and listed dealers on the contract. This would enable large urban customers to meet their participation requirements and still utilize the contract, which has so many benefits in terms of cost and time savings. We believe that the margin we sacrifice is offset by the opportunity in these large target areas. Certified dealers are organically added to the contract as subcontractors. For example, the Commonwealth of Massachusetts has stated goals for diversity spend and we partnered with The Janz Corporation, a service-disabled veteran-owned small business (SDVOSB). In 2020, we had sales over $7 million with Janz for the Commonwealth. Here are some examples of Safeware relationships with certified businesses: • 570 Global, Corp. – SDVOB • Ace Tool Repair, Inc. – Woman Owned • B3 Enterprises – 8a/SDB, 8a/SBS • First Choice Supply – Minority Owned • Ideal Electric – Woman Owned, Minority, Small Business • Snappy Solutions – Woman Owned • The Janz Corporation - SDVOSB The utilization of a diverse supply chain replaces an available discount or other discount offered to an end-user customer in consideration of a business opportunity. Rather than asking for a best and final price offer, the customer instead seeks to satisfy participation while utilizing the cooperative contract. Safeware will take responsibility for compliance and reporting of all contract sales. Moreover, Safeware will be responsible for the prompt payment of any administrative fees associated with the sales. Leasing: In the event a customer leases product, then the leasing company becomes the dealer of the product. Safeware will take responsibility for compliance and reporting of all contract sales and will be responsible for the prompt payment of any administrative fees associated with the sales. Canadian Partner: Safeware is proud to partner with Levitt-Safety to comply with the Canadian Sourcewell customers. Established in 1935, Levitt-Safety Limited is the Canadian Leader in health and life safety products, training, consulting, and technical services. With strategically located branches across Canada, Levitt-Safety is ideally equipped to serve companies of any size or industry who recognize the tremendous value of building a safety-centric culture in their organization. With annual sales of over $100 million and $15 million in inventory, Levitt-Safety Limited provides quality Safety products and services aligned to support customer requirements. They have the capability of servicing all of their customer's sites, as well as providing consistent service and high levels of product availability. Levitt-Safety Limited can match your location footprint, make rapid product deliveries and provide customers service to remote locations throughout Canada with an extensive network that includes:	*

		• 18 branch locations throughout Canada • 2 major distribution centers across Canada (Oakville, Ontario and Edmonton, Alberta) • 1/4 million square feet of warehousing combined In addition to providing customers with extensive safety product coverage, Levitt is proud to offer superior services and business support through customer focused delivery channels, which are reinforced by superior services, processes, and technologies. Levitt-Safety Limited also guarantees to provide customers with after-sales technical support and repair services with the most knowledgeable product and industry specialists in the business and leading-edge technology support for e-Procurement and automated payment solutions.	
28	Service force.	Safeware operates a corporate office in Lanham, Maryland with additional branches in Columbia, Maryland; Philadelphia, Pennsylvania; Richmond, Virginia; Gainesville, Georgia; Miami, Florida; and Denver, Colorado. We employ 28 customer service personnel across these branches and the US to support our ever-growing government sales operations. Our IT and Marketing departments boast 10 personnel, and our Purchasing Department, housed in the Richmond branch, has 5 staff members in charge of purchasing as well as contract and data management. Our branches in Columbia, Richmond, and Denver all host warehouse space from which we ship product, and all branch locations have service technicians assigned to them. Safeware provides many value-added services both in house and with our mobile service vans. Our Technical Service Department employs 17 dedicated personnel who are trained in many areas including, but not limited to, SCBA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, Level-A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance, and breathing air testing. Our Canadian Partner, Levitt-Safety, is proud to offer the largest service offering in Canada provided by highly trained and knowledgeable technicians who come right to your door to ensure that necessary equipment is always in top condition. Their techs are cross trained to inspect, maintain and repair a multitude of product lines, from fire extinguishers and respirators to instruments and fall protection, providing the convenience of relying on just one service provider. All of Levitt's technicians have been thoroughly trained to ensure your equipment is achieving peak performance while meeting all local and national codes and standards. Their techs carry out their services in conformance with standards set out by Underwriter's Laboratory of Canada (ULC), the National Fire Prevention Association (NFPA), manufacturer training, and provincial fire codes. What sets Levitt apart from their Canadian competition is the level of expertise and guidance their Safety Specialists bring to customers in order to help them solve their fire, safety, and environmental challenges. After all – safety is all they do. For more than 80 years, the safety of your organization has been Levitt-Safety's number one concern. Their mission is to make Canada a safer place to live and work. They have always maintained a simple, yet unique approach to the marketplace: bringing customers the best products and services in the industry backed by decades of knowledge and expertise.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Order processing procedures begin most often with a request for a quote submitted either as a request on our website, emailed directly to a customer service representative, or via phone call. Existing customers will typically reach out directly to the customer service representative assigned to their account or their sales rep for larger, more complicated requests. Quotes are entered into our system by a CSR and are typically returned to the customer within 24 hours of the initial request. The customer reviews the quote, communicates any necessary alterations and ensures their requirements are satisfied, replies with a Purchase Order, credit card number, or other authorization to order. The quote is then seamlessly converted to an order within our processing system, Prophet 21. Our staff verifies the details and then executes the order, which either automatically allocates items in our warehouse stock or prompts a subsequent order directly to the manufacturer confirming the necessary ship dates and other requirements. Once the order has been placed, an order acknowledgment is sent to the point of contact that placed the order. During the order entry process, a code will be assigned to the order indicating it as a Sourcewell contract sale. Safeware staff will continually monitor status from the manufacturer to ensure the items meet or exceed delivery requirements. All order activity is monitored and controlled by our computer enterprise system. Any delays will be immediately brought to the attention of the customer. When the product is ready to be shipped, the system prints a pick ticket for the warehouse to pull and package the product. When the product is packaged, tracking information is added, and a packing slip is generated and affixed to the outside of the box. Once the shipment is confirmed, the system generates an invoice. If the product is shipping directly from one of our manufacturers, the same quote, acknowledgment, and order conversion is followed, except the system generates a PO for the product to ship to the customer with the customer ship-to address and PO number. The PO is sent directly to the manufacturer. Once Safeware's Accounts Payable department receives the direct shipment invoice, the product quantity, price, PO and ship to are confirmed. The tracking, if provided by the manufacturer, is added to the order and an invoice is generated. Once generated, invoices are sent to the customer per the PO instructions, Email, Mail, Fax, EDI, or web-based invoicing. Safeware accepts orders via multiple formats such as email, telephone, e-commerce, fax, and mail service. Customer orders can be placed directly on both company websites, and transactions using EDI (850, 855, 856, 865, 810, 997 via ANSI X12) are also a capability. Customers may purchase online directly from our website using a PO or P-card/credit card. We offer punchout where the customer utilizes their eProcurement system to Safeware's punchout site. This is the most common type of punchout. We also provide punchout where the customer can search for and view products directly in their procurement platform without initiating a punchout session. We are currently integrated with Ariba, Equallevel, CommBuys, Jaggaer (formerly SciQuest), and Oracle Business Network. In addition to website and punchout, we offer these additional ecommerce capabilities: • EDI capabilities to our ERP system for receiving PO's and sending order confirmations, ship notifications, and invoices • Custom API's can also be made to our ERP system for this functionality • Ability to transcribe incoming PO's sent via email into EDI • Ability to send order confirmations, ship notifications, and invoices via email
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Safeware will ensure that delivery schedules for routine, urgent, and emergency requirements are met. We categorize orders at time of order entry and have established a standard operating procedure that verifies a customer's required timeframe on every order. Safeware has developed world-class expertise in on-time order processing and fulfillment by supplying both Commercial and Government in daily operations and in times of emergency for over 40 years. Safeware is trusted to have reliable systems in place for important customers that depend on our ability to meet supply chain needs. Our state-of-the-art ERP system, EPICOR Prophet 21, is designed for a distributor to efficiently stay on top of every order, fulfilling the requirements based on data captured at order entry, with checks and balances and exception reporting to ensure that no orders fall unattended. Entering a required date is a mandatory step in processing every order. Our inside sales representatives will code orders in the ERP system as urgent or emergency if

special handling or expedited action is necessary. They can also trigger an electronic note that follows the order through the system and will print on order paperwork detailing the urgent or emergency nature of the order. These notes also notify the appropriate warehouse manager and customer contact manager. This process assures us that urgent and emergency orders have visibility within the system and are verified daily as to the ability to be delivered on time.

We cannot eliminate the human element completely, but our historic status as an emergency equipment vendor has enabled us to have very strong checks and balances. Combined with a culture of paying attention to required dates and close monitoring, we ensure that every pick ticket gets shipped every day. We are not error free, but we enjoy 99% shipping accuracy, which puts us very high in the distribution world, and when we do make mistakes, we take steps to make heroic recoveries that compensate the customer and take corrective action to eliminate errors.

Safeware strives to deliver all routine requirement orders for material to the authorized customer's receiving location within the delivery timeframe as specified in the order, (indicated to usually be within 30 days of order placement). Safeware's ERP system uses sophisticated replenishment algorithms to ensure that stock levels are maintained to support historical demand for an item. Safeware consistently maintains approximately $8 million in inventory in order to provide quick delivery on our customers' most requested items. For off-the-shelf items, depending on size and destination, Safeware utilizes common carriers, LTL (less than truckload), and commercial package delivery services like UPS Ground and Federal Express Ground daily. Utilizing major carriers, standard delivery times for stock items are generally 1-5 days from order to receipt.

As soon as an order is entered into the Safeware system, a pick ticket is created instructing the warehouse to pick all items currently in stock. For any items not in stock, the customer service representative reviewing the order for acceptance (as these purchase orders will be placed via EDI), has the option to place a purchase order directly with the manufacturer for drop-ship to the customer's location or expedited delivery to our warehouse, which triggers the drop ship follow-through process whereby the manufacturer is contacted by our expediting team to ensure prompt shipping.

Carrier selection requires a good understanding of time in transit for each carrier and our Warehouse Manager has over 20 years' experience with Safeware ensuring shipments are timely delivered to our customers nationwide. A core element of the Safeware strategy is to complete all of a day's work in a day, meaning that every member of the Safeware team understands that getting orders out accurately and as quickly as possible is our greatest role and our competitive advantage in the supply chain. All orders for in stock items received by 3:00 pm EST will ship the same day. Selecting an overnight or two-day carrier is the critical step for urgent and emergency orders that have 72- and 24-hour delivery requirements. A pick ticket which prints with all orders will reference the time-sensitive nature which alerts the warehouse personnel to select an appropriate carrier that can meet time commitment, whether it be overnight UPS, FedEx, emergency custom critical truck delivery, or, in some circumstances, our own personnel making the emergency delivery. As a large seller of all kinds of response equipment needed for on demand natural disaster response, Safeware has an experienced emergency order team, protocol, and discipline for handling these types of orders.

Below are just a few of the highlights from our years of emergency response experience focused on public agency response:

- 9/11 Attacks, 2001
  - Ground Zero – Safeware had personnel and material arriving on site on the evening of September 11, 2001. We set up logistical points outside of the hot zone and provided emergency products around the clock to fire and police customers. We overcame the minimal existing supply chain and set up a conference call with every major respiratory manufacturer in the US at the Mayor's office in NYC resulting in the supply of truckloads of equipment arriving daily to meet critical needs.
  - Pentagon – We provided the lead agency, Arlington County, with emergency equipment and set up a support team for the response. We worked closely with the Fairfax County USAR Team, and were the only supplier authorized to ship product into the hot zone.
  - We learned much about emergency procurement and the constraints of government purchasers in an emergency. We have used this experience to help direct and advise other agencies in all other emergency situations since.

- Anthrax/Ricin Contamination Attacks, Washington, DC, 2001
  - While most of our business was Federal, we worked nights and weekends to provide emergency products to local responders inundated with white powder calls.

- Hurricane Katrina, 2005
  - Before the storm was nationwide news, Safeware received a call from Becky McKinney at Fairfax County alerting us to the severity of the disaster. We set up a logistical point in Columbus, MS where we were able to deliver truckloads of critical supplies such as hip waders, bottled water, propane, portable toilets and service, personal hygiene kits, flashlights, MREs, body bags, and even diapers and baby food which the Federal government could not provide.
  - We were a key supplier to FEMA and MEMA during the days following the devastation in Mississippi and Louisiana, where we continued to earn a national reputation as a premier emergency response distributor.

- Hurricane Sandy, 2012
  - Many areas drew from existing caches of equipment and used Safeware to replenish their stock. The supply chain was largely in place and we assisted with less emergency purchases and more contract and credit card buys. We received a requirement from FDNY for 55 complete sets of water rescue gear which was fulfilled and delivered in it's entirely to the emergency logistics center in Queens within 24-hours.

- State of Michigan Flooding, August 2014
  - State employees from State Emergency Operations Center were tasked with flood cleanup operations. Safeware was contacted after hours on a Saturday with an equipment list needed for clean-up. We sourced emergency shipments of the required kits and dispatched a truck to Michigan by Sunday morning. All purchases were made on the state contract. Local counties then used the same contract to purchase the same emergency equipment for their continued clean-up efforts.

- Ebola Crisis, 2015
  - Sent emergency supplies of PPE to customers all over the country, often next day air. Competitors had no inventory of DuPont suits, but due to our high annual volume of sales, we were able to source and supply our customers.

- Zika Virus, 2016
  - Miami Dade County procured emergency supplies such as insect repellent, wipes and sprays to protect employees and the public.

- Hurricane Season, 2017
  - Emergency supplies from all sorts of manufacturers were being reserved for Federal Response. Utilizing our widespread supply chain, we were able to source items for local responders, and coordinate shipping to hard to access areas.

- Corona Virus, 2020
  - Many customers, including the top public procurement officials from many States, Counties, and Cities nationally, contacted Safeware evenings and weekends, as well as after hours. The February 2020 edition of Supply Chain World outlines the efforts of Safeware, among other suppliers, in meeting the continual and after-hours needs of one customer, Anne Arundel County, MD. After hours calls at Safeware are not just a courtesy; we work with our customers to achieve immediate results in a time of crisis. Our warehouse shipped thermometers, gloves, and respirators to customers across the United States, working nights and weekends as the workload and urgency demanded.

- Civil Unrest, 2020
  - Just as the demand for pandemic supplies was over the initial peak, Safeware began receiving calls from law enforcement customers across the country. There was a massive demand for personal protective gear for the police, who were protecting the public during these times of social conflict. Besides providing respirators, helmets, and suits, Safeware was instrumental in sourcing safety eyewear with infrared protection. Officers were being assaulted with lasers in their eyes during the protests. On the weekend of May 30, 2020, Safeware worked throughout the weekend, supporting our customers. Truckloads of protective gear were picked up and delivered to Safeware customers.

- Surfside Condominium Collapse, 2021
  - Air quality for rescue workers was potentially unsafe in the collapse. We were contacted by our customers who could not get gas detection equipment to work. Safeware dispatched a sales representative and our manufacturer partner who brought parts and completed the necessary repairs free of charge.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Safeware believes it is the largest single potential respondent in the US focused solely on the scope of work described in the RFP. There may be respondents larger in size. However, our market space is this vertical market, and we track over 90% of sales in the described vertical markets. It makes us unique amongst respondents. Our intention is to continue to grow in this space and our desire is to help Sourcewell grow as well. The current limitation is the narrow scope of work on the existing contract with Sourcewell. A single or dual award will result in larger opportunities for both Sourcewell and Safeware.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Levitt-Safety will be the supplier of all products and services proposed on this contract for Sourcewell members in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Safeware has coverage across the United States. Our Canadian partner, Levitt-Safety, will handle Canada, allowing us to fully serve the entire coverage area.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We propose no exclusions to participating entity sectors in the contract. As a practical matter, some verticals offer less but are a growing opportunity for a public safety and emergency management market, such as education. We have sales activity in every listed sector and will continue to pursue all contract sales.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We will honor contract pricing and support customers in Alaska and Hawaii as specified in this contract. Some manufacturer agreements limit distribution to the continental US, and in those cases, we would comply with the agreements.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Safeware plans an aggressive marketing strategy to launch this agreement. We have tremendous cooperative contract acceptance among our customers in many states. We will immediately launch the contract with a nationwide campaign and expect immediate results. Once awarded, we will prominently feature Sourcewell and the contract on our website. Social media is also a big part of the change we see in industry today. Our Social Media Director will use many tools to promote the contract including posting contract information on multiple platforms as well as sending email blasts with more detailed contract use information. We have a large database of contacts in areas that will immediately benefit from this contract. We are a ground sales force enjoying a solid reputation, a broad selection of relevant products, and proven market focus. Our trade show schedule is robust and engaging. We have touch and reach to America's largest cities and metros, and we intend to use the contract for immediate impact in the largest population centers in our country. Additionally, our marketing plan includes: • Multiple marketing materials displaying the Sourcewell logo and detailed information about the Contract vehicle • Participation with various end users' events, fundraisers, raffles, etc. to further promote our offering of the Sourcewell Contract • Co-branded giveaways, sway, etc. of Sourcewell and Safeware at industry end-user and purchasing trade shows • Sourcewell promotional signage and literature at our trades show booths Please see uploaded documents for samples of marketing line cards that Safeware uses. We have included our Fire, Law Enforcement and Safeware contract line cards.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Safeware marketing strategy consists of several software solutions to help us reach our customers. Our marketing strategy and platforms are as follows: WEBSITE Our website is Business-to-Business Punchout Ready full of enriched item listings for fast and accurate customer searches with enhanced metadata. We use a Product Information Management (PIM) system to house our catalog feeds and item data so customers can shop directly on our website. We currently have contract landing pages on our site for customers of currently held contracts and will set up a Sourcewell landing page that will host all relevant contract information, documents, as well as a link back to the Sourcewell website. Customers are invited to create an account on our website which allows them to access special contract pricing, review account history, and place orders with ease. WEBINARS Technology allows us to reach multiple customers over a broad physical territory by connecting with these customers all at once through a single webinar. Webinars have proven to be a success for Safeware by educating high level buyers in a particular market or public safety issue. By utilizing our knowledge as safety professionals to educate our customers, we build trust as a significant source of knowledge and the go-to source for Public Safety items. Topics for past webinars include those on Emergency Preparedness, Effectiveness of Cooperative Contracts, Outdoor Mass Communication, and LE Equipment for Civil Disturbances. Each session lasts about 30-45 minutes with a live Q&A and is recorded and posted to our page for public access. EMAIL E-mail campaigns and content are run through marketing automation software, Pardot/Salesforce, which allows us to easily send content such as new product offerings or seasonal sale items to all current and potential customers. The program allows us to analyze campaign data such as how many emails were sent as well as the open and clicked percentage. The emails all contain links to landing pages with product information and videos. Successful email blasts have included those on Fentanyl Detection, Confined Space Equipment, and Body Cameras. SOCIAL MEDIA In order to promote our brand and connect with our customers in the ever-changing age of technology, Safeware is active across multiple social media platforms such as Facebook, Twitter, LinkedIn, Instagram, and YouTube. Our dedicated social media manager posts engaging content on at least one platform a day keeping customers updated on information such as the location of our reps at Trade Shows, showing off the newest gadgets to hit the market, or sharing an informative article. We have also built an engaging YouTube channel that has been an extremely useful tool to share internally generated content on various campaigns including Body Cameras, Public Order, Inflatable Decontamination Shelters, Fire Protection, and more. Our videos allow our own knowledgeable staff and safety experts to demonstrate equipment for customers free of charge and are a great educational reference. CRM Our Customer Relationship Management (CRM) tool, Pipedrive, is connected to our marketing automation software, Pardot/Salesforce, allowing for a seamless flow between contacts, leads, and sales. This data capture allows us to better capture the successes of our campaigns. Specialized Content Our specialization in both government purchasing and specific end user technical disciplines enables us to appeal, alternatively, to the Fire, Police, Rescue Captain, or Buyer, with content that resonates with their specific mission. We maintain these specific databases and focus our campaigns on personal content specific to their role.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Safeware would like to be promoted through Sourcewell digital marketing efforts such as email campaigns to Sourcewell members and end users as well as with promotion of our webinars, white papers, and products to relevant users. We would like user contact information for our marketing campaigns and leads that come through the Sourcewell platform or personnel. We expect the Safeware logo and offering to be included in Sourcewell marketing efforts such as collateral and material, displays and discussions at trade shows and webinars or speaking engagements where Sourcewell is present. Safeware will integrate a Sourcewell awarded contract into our sales process by engaging suppliers, end-users, and our internal company resources. Supplier Engagement • Scheduled national educational presentations (in-person and online) about Sourcewell to major suppliers • Joint calls to end-users & purchasing decision makers to introduce as well as reinforce the contract vehicle's benefits over other purchasing options • Joint participation and coordinated manufacturer/distributor campaigns at industry trade shows highlighting Sourcewell contract vehicle purchasing resource • Joint sales calls and presentations with individual manufacturers promoting contract and specific product and/or service to end-user and/or purchaser End-User Engagement • In-person demonstrations of products and trial evaluation programs • 24/7 emergency response to public agencies for products and services in case of natural disasters and other emergencies Internal Company Engagement • Ongoing education about Sourcewell to existing as well as newly hired employees in all roles including outside and inside sales, customer service and upper management as the company expands. • Ongoing joint sales calls with territory managers • Product specific call campaigns by dedicated inside sales force specifically trained in core competencies related to contract offerings including Law Enforcement, Homeland security, Fire, EMS, USAR, Emergency Management, Security, and General Safety. • Monthly company-wide sales meeting to cover: o Progress on existing goals/projects o Identifying upcoming opportunities o Evaluating on-going strategies o Introduction and product knowledge about new products, technology, services and any changes regarding existing supplier portfolio. o Reinforcement of Sourcewell contract sales strategies o Troubleshooting any buying obstacles.	*

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our products are available through an e-procurement ordering process. Any customer has the ability to register for an account on our website which allows them to shop our extensive line of web items and add them directly to a shopping cart. Ordering directly from our website is easy. Simply sign into the ecommerce portion of our website, or register for a new account, which can be completed within 1-business day. Under the shopping tab, customers can use links to browse item categories or search for a specific part number. Once the desired item is located, users simply click “Add to Cart” and the items are added to a Shopping Cart. Users have the option to continue shopping or continue to checkout. The “Save Name Cart” feature allows a user to save a cart and return to it later. This feature is often used when building a cart for a specific PO that may take several days to complete. Simply save the cart (and optionally give it a name), and the saved cart can be retrieved at a later date. Users love this feature as it means they can continually build a cart until they are ready to purchase, even if that requires multiple days. Users can also shop with multiple carts at once, allowing for quick orders to be placed while another cart is saved for a longer period of time. The Checkout Wizard assists customers with a fast and easy checkout process starting by offering a selection of ship-to addresses already set up in our ERP system. Delivery method and billing information is selected, order is reviewed, and check out is completed. An order acknowledgment is immediately sent to the user upon checkout and another automated email sent upon item shipment with tracking information. The My Account area of the site can be controlled per user to allow or disallow certain functionality. Controlled access for each web user gives visibility to statements, invoices, purchase history, etc. allowing us to meet each customer’s privacy needs. Upon placing an order, users will immediately receive an HTML formatted email containing their order details. Users can use this email to return to the site and check the status of their order. There is also a feature for Multiple Account Access which allows a single username to have access to multiple account codes. Utilizing this technology, a single user, or purchasing agent, can access multiple customer accounts to place orders, view invoices, purchase history, pricing, etc. This feature is especially useful for Public Agency buyers who may purchase for multiple departments within their Agency, ex. a city Police Department, Fire Department, and Public Works. Punch Out Sites Safeware currently has the ability to connect via punch out with several procurement applications such as SAP Ariba, Coupa, SciQuest, Eqallevel, Oracle, SAP, and CommBuys and are actively seeking out new partnerships in this arena. We are also able to utilize direct API’s with procurement agencies via EDI and have the ability to adapt to each agency’s unique needs utilizing all of the major programming languages such as XML, cXML, OCI, etc. Our current website developers have implemented each of these using their proprietary system. Integration Safeware has successfully integrated with multiple public agencies’ purchasing systems such as Sciquest, Equallevel, Ariba, Commbuys and Peoplesoft. These integrations are initially supported through our Marketing department and automatic order integration into our system is monitored.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Safeware offers both added value and fee-based training to our contract customers. We offer services within the scope of this contract including: • Sizing and fitting • Train the trainer programs • Testing and evaluation samples and demo • Operator training • Regional Seminars on relevant topics such as fentanyl response and radiation safety We offer many services for a fee which can be found on our Technical Service Price List, including: • Respiratory fit testing • Level A Suit testing • Gear cleaning to NFPA standards • SCBA flow testing • Hydrostatic testing • Compressor service	*

41	Describe any technological advances that your proposed products or services offer.	The products that Safeware is offering represent the most current products in demand in the marketplace. This is everchanging. For example, recently based on customer demand, we added supplier Pendar to provide public entities with Chemical detection. We added supplier Skydio to provide drones that offer broader solutions than the drones currently in operation for traditional police use. As customer needs pivot, we adapt with the newest technology in the market. The proposed products specified here are the result of our passion to provide the very latest technology to our customers.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Safeware cares about the environment and makes every attempt to do business in a way that promotes sustainability by reducing our carbon footprint and greenhouse gasses. The following policies reflect our commitment to personal, global, and social responsibility: • Maximize electronic and paperless communication • Electronic ordering and billing • Use of teleconferencing and web presentations • Use of VMI, consignment and aggregate deliveries to reduce fuel consumption • Minimize square footage required at each location • Encourage telecommuting when feasible • Emphasize efficiency in all areas • Reduce air travel as much as possible • Reuse boxes in all warehouses • Purchase and choose post-consumer waste recycled paper for all printing, reports, catalogs, and flyers • Make recycling part of the company culture with convenient recycling bins for paper, cans, and bottles • Choose American Made products that do not have to travel as far to reach the end consumer Our strategy, as evident in our policies, aims to reduce waste and carbon footprint in all aspects of our business. Our VP of Operations is responsible for implementing and enforcing these green initiatives. Specific investments include recycling paper waste, aluminum cans, plastic bottles, toner cartridges, valves and metal cylinders, and replacing lighting to high efficiency ballasts with motion sensors. We utilize recycled products for shipping such as cardboard and fillers whenever possible and look to partner with suppliers that use green products. Safeware also accepts used batteries, cylinders and various scrap products at no charge from customers to assist in the recycling of these products. As far as product goes, while Safeware is dedicated to offering our customers environmentally preferable products wherever available, we have found that this industry lacks manufacturers with the same focus. Less than 1% of our suppliers offer environmentally preferable products. Due to the nature of products in the industry, product is often manufactured with the highest level of material to ensure safety rather than using recycled material that may not offer the same quality. End users are willing to pay for the product as is because they prioritize safety of the product over environmentally preferable product. We have contacted large manufacturers such as Dupont, 3M, and Honeywell, none of which have a significant offering of green designated product. We are continually revisiting this issue and will offer environmentally preferred product when our manufacturers do the same.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Safeware offers a range of eco-friendly products that are found on our website in the "Green Products" category. Users can sort through Green Products by browsing or using filters to quickly find the relevant items. Though none of our products specifically have any third-party environmental certifications, a number our products are classified as "green" or environmentally friendly including: • ShowaBest Biodegradable gloves • Rayovac and Duracell rechargeable batteries • LED flashlight • Moldex non-PVC plugs • Cotton and Polyknit glove recycle programs • Presoaked chemical wipes • All-Natural oil-sorbent products • Simple Green • Environmentally safe firefighting foam	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Safeware is not a certified WMBE, SBE, or Veteran Owned Business. We are self-certified as a Small Business in the federal space. We enjoy and seek out opportunities to partner with local WMBE, SBE, DBE and other designated businesses when the opportunity presents itself and is in the best interest of the customer.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Safeware is a unique supplier in the public safety and emergency management market. The channel was established based on a fragmented network of independent dealers. This dealer network was designed to accommodate a large number of customer departments, some of them volunteers, which represented a fragmented and difficult to reach customer base requiring highly specialized products. The dealer channel was established so that a vast network of very small, independent dealers would cover this large quantity of small departments in a specified region. The manufacturers could not directly reach these end-users, so they focused on the larger departments and drew that business through the local dealer who carried the same products to the locals in the area. This traditional market has served the public safety and emergency management market for many years, and many quality small distributors continue to serve these local markets. Safeware has brought a national presence to the public safety and emergency management market. Our market focus has flourished around the users in the departments who are historically underserved with growth centered around HAZMAT and Rescue and Dive equipment, for example. We have been market leaders in providing ballistic protection in fire teams and providing timely response innovations such as tourniquets, plates, and carriers for Police and Fire, fentanyl response, and pandemic/virus supplies. Safeware has a market focus in the US's largest cities, and we provide personal, hands-on service in these markets with local representation. Over the past ten years, our efforts to create a national footprint with local service representation have resulted in a unique approach to this market.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	The scope of this contract is very broad and involves thousands of products, each of which has its own warranty. There is no general answer to the overall warranty for products though we are proud of our reputation for solving customers concerns in a timely and satisfactory manner. Safeware honors all applicable manufacturers' warranties. Products purchased under this contract will be covered by the warranties established by the manufacturer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Manufacturers' warranties almost always cover workmanship and normal wear and tear. There are typically exclusions for failure due to customer neglect or improper use.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We are not aware of any manufacturers' warranties that cover these costs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have no territory restrictions regarding warranty support.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All items for this contract are provided by Safeware. We do not refer customers to the manufacturer for warranty support. Rather, we coordinate all applicable warranty support for our customers. Safety concerns and recalls of products are tracked by our Quality Manager to insure a timely response. Warranty claims and concerns can be handled by contacting a Safeware representative who will have an RMA issued for the product and oversee the repair or replacement of products covered by manufacturer's warranties.	*
51	What are your proposed exchange and return programs and policies?	We offer a 60-day policy for refund and exchange of non-custom merchandise. If the end user does not contact us within 60-days of receiving products, we cannot guarantee a return or exchange. Return Policy: All returns and exchanges must be authorized by a company representative and a Return Material Authorization (RMA) must be issued to the requesting entity prior to any return shipment. Returns may be subject to a restocking fee per the Original Equipment Manufacturers (OEM) requirements. Return freight is the responsibility of the customer. Refunds will only be provided on new product in OEM packaging. Safeware reserves the right to withhold outbound freight costs from any issued credit. All returns must be returned to Safeware within 30 days of RMA issuance or RMA will be cancelled.	*
52	Describe any service contract options for the items included in your proposal.	Safeware is including a services price list with our proposal. Service contracts based on this service pricing are available under the proposed agreement.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Safeware is flexible. We do not have any standard transaction documents that customers are required to utilize.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Safeware accepts P-Cards and there are no additional costs to pay with a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Safeware's proposed pricing model for this contract is a Percentage Discount from Catalog/Category. A uniform discount taken from the published Safeware Catalog Price will be offered across all product categories in this contract, and a separate discount will be offered for all services. The discounts will be applicable for all products and services in the Safeware Catalog, which is encompassed of individual price files for each of our vendor partners. See Safeware Pricing Attachment for discounts by Category as well as a Supplier/Manufacture list of currently available product lines. We have also attached over 220 of our current Catalog Price files. The products included in this RFP response will be defined as those products found in the Safeware Catalog. The Safeware Catalog will be available online* and may be updated at any time, though the stated contract discounts will not decrease for the life of the contract. The prices indicated in these files will represent the ceiling price for the contract. Contract Prices may be reduced at any time. *Exception: Please note that due to national security concerns, certain security sensitive product price lists will be provided upon request and will not be available online. Catalog Updates Our suppliers are constantly updating their products lines in order to provide our public safety customers with the newest technologies, items, and services to keep them safe. Because of this ongoing innovation, Safeware in turn is constantly updating our catalog based on new manufacture relationships and updating price files with additional product, removing outdated and discontinued products, and editing products part numbers and descriptions. As a consequence of the extreme economic circumstances, some suppliers and items require frequent price updates. Due to the vast number of product lines and SKU's included in the scope of this contract, such changes are expected to take place daily so Safeware proposes the following Product and Pricing Change Protocol: Safeware's Contract Pricing will be available online	*

		via our individual Catalog Price Lists for each of our suppliers. The posted price lists will demonstrate the current contract pricing, which will be updated in real time as needed. Once per quarter, Safeware will provide Sourcewell with an updated Contract Supplier List, along with a list of price files that have been updated in the previous 3 months. Upon request, we will provide copies of the updated price lists (which can also be found online) as well as details to justify the changes. Catalog Location/Access Safeware Catalog Pricing will be located on our website. Because we know that not all government procurement departments work the same, we have developed several methods for checking compliance with our contract pricing. Upon award, we will create a landing page for Sourcewell customers to view the Public Safety and Emergency Management Contract Documents and Contract Supplier List. Pricing will be made available in the following formats: 1. PDF Catalog Price Files will be published to our website, accessible to customers with a login/password (temporary login information is below). 2. PDF Catalog Price Files will be published to a file sharing website either Exavault or OneDrive, accessible to anyone with the link. 3. Items available through our website will show Safeware Catalog Price as well as the contract discount to customers who are logged into our website. Website Link: https://www.safewareinc.com/ Username: sourcewellcustomer@safewareinc.com Password: Sourcewell@12345	
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell members will receive a 41% discount off Safeware Catalog List price for products and a 10% discount for Services and Training. Market Basket In order to demonstrate the depth and breadth of products offered, as well to provide an example of our pricing, we have created a Market Basket of items that are a representative sample of the items we will provide as part of this contract. Please see Safeware Pricing Attachment for the Market Basket.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Safeware routinely offers our state and local government customers functional discounts on one-time large purchases. Sales greater than $20,000 may be eligible for additional price discounts from manufacturers and are flagged in our system to indicate that additional price concessions should be sought from the manufacturer. Additional discounts will be evaluated and offered on a case-by-case basis. Such discounts may occur for myriad reasons including volume, quantity, special manufacturer discounts, or Dealer of Record (DOR) programs. Safeware makes a practice of passing along additional discounts to our customers, so the discounts offered for product will always be at least 41% (10% for services). Many Safeware customers have their own rebate and incentive programs based upon customer requirements. Rather than offering a single program for all public agencies, we will continue to follow the incentives provided by individual customers. Such rebates are not formulaic, but we will work with each specific municipality to offer rebates specific to their purchase.	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	If a customer requires an item not currently found in the Safeware Catalog, Safeware will provide a quote for such request and the item will be added to the Safeware Catalog for future contract ordering. The minimum discount will remain 41% for products and 10% for services. Safeware anticipates adding additional product to this contract as we form relationships with new suppliers in the Public Safety market. When this occurs, we will add the new product lines to our online catalog, via a Safeware Catalog Price file for that manufacturer. Additions to the contract will be an on-going process, and quarterly updates will be communicated to Sourcewell per the process detailed in question 57 above.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs of acquisition are included in the item pricing. There will be no third-party costs imposed on the customer. If installation or training is required, it will be quoted to the customer before the sale and will be listed as a separate line item on the quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard ground shipping to the contiguous United States (lower 48) will be included in the pricing for Sourcewell Members. Any expedited, over-night, courier, and any other nonstandard ground shipping deliveries will be billed. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically $39/case of material shipped. Safeware also provides technical service to items sold through the contract. When customer owned equipment is sent to Safeware for maintenance or repair, the customer will be responsible for those costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight will be billed on all contract orders delivered to Alaska, Hawaii, US Territories, and Canada. This includes standard, expedited, over-night, courier shipping or any other nonstandard shipping. Additionally, HAZMAT fees will be billed. NOTE: HAZMAT fees, which are imposed by the shipper, will be billed at cost, but are typically $39/case of material shipped.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Safeware has vast experience in dealing with national emergencies that have required the use of unique delivery methods. (See response to Table 6, question 30.) We have shipped products using next flight out, expedited ground shipping, and have also booked cargo planes, hired couriers, and even utilized helicopter delivery. Safeware is very familiar with special ways to get product to our customers when conventional methods do not meet requirements	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Safeware has enjoyed over a decade of experience with national cooperative contracts. During that timeframe, we have learned techniques and systems to employ that assure contract compliance and pricing auditability. Our proposal includes pricing calculated by a uniform discount applied to an electronic Safeware list price. This allows our internal system tied to the Sourcewell contract to follow a formula that can only create a price by applying this discount level to the Safeware list price. All orders are placed by our internal customer service team and our internal system will flag any questionable items or proposals that do not match this formula. This same system allows us to track sales by a Sourcewell contract code and providing up to date spend analysis and reporting. This code applies to any eligible customer for Sourcewell in our system and will capture all contract sales referencing this number. This process allows both Safeware and Sourcewell to be confident that the fee reported to Sourcewell and paid by Safeware is in accordance with the contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As previously discussed, we have a system in place that will track every Sourcewell contract order. With this information, we can create a wide variety of reports that will look at growth in sales across individual customer, customer class, or even region. We distribute weekly reports to our sales team around orders placed, orders shipped, and orders that have billed. We summarize our sales for our group each month and will include this Sourcewell contract to create a visual of sales growth and success with the contract.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Safeware understands that there are soft costs included with soliciting, awarding, managing, marketing and promoting a cooperative contract. We appreciate the opportunity to have this vehicle available for customers to save them the costs of this process and get the safety products that they need in an expeditious and efficient manner. Having said that, Safeware has built a brand in the marketplace over the past 40 plus years as the go-to supplier for public safety needs. Our field team will be promoting this cooperative vehicle with their customer contacts and actively engaging customers in the field. Safeware is a national distributor of safety products and because of that we operate on a limited amount of gross profit per sale, often single digits of margin. We do not operate like many other manufacturers who can just include an additional percentage in their list price to cover a cooperative fee. Our proposal also includes shipping in the price of each item which will come directly out of that gross profit number. Furthermore, a single or dual award will result in larger opportunities for both Sourcewell and Safeware. After taking these considerations into account, Safeware proposes the following administrative fee options for all Sourcewell contract sales: • Two or less vendors are awarded a contract o 1.5% Admin fee • Four or less vendors are awarded a contract o 1.0% Admin fee • Five or more vendors are awarded a contract o 0.75% Admin fee We can pay this fee quarterly or annually based upon closed contract sales. This will not be listed as a separate line item or fee to the end using entity and will be paid by Safeware directly out of our gross profit on all Sourcewell contract sales.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are Public Safety and Emergency Management experts. Safeware maintains relationships with a myriad Public Safety manufacturers and vendors and is constantly making new partnerships as we discover new and innovative product lines. Safeware is proposing products and solutions that meet the requirements of all the categories outlined in this RFP. We are submitting Safeware Catalog Price files for over 220 of these manufacturers, including a Safeware Technical Service Price File, (See Pricing Zip File) and will continue to update our offering for the life of the contract. A Supplier/Manufacture list of currently available product lines can be found as an attachment in the Pricing Zip File. Safeware is more than a provider of product – we offer an entire spectrum of capability. When a public entity has a specific need or requirement, whether it is a product or service, we have the capacity to source and fulfill those needs in a timely fashion for every category. Here are examples of the types of products offered in each of the categories: • Law Enforcement and Corrections: Safeware offers a full suite of Law Enforcement and Corrections products and solutions. Examples include, but are not limited to, ballistic protection, biometrics, cameras and accessories, civil disturbance, clothing, communications equipment, crime scene equipment, security operation centers and control room equipment, license plate recognition, detection, device mitigation, drones, duty gear, enterprise systems, eye protection, forensics, hand, head and face protection, optics, radio communications, K9 and animal supply, respiratory protection, real time crime centers and emergency operations centers, robotics, PSIM, safety and security tools, security consulting, training and simulations, tactical wear, tactical medical and first aid supplies, video and sound analytics, facial recognition, security center display walls, corrections access controls and locks, doors, gates, fencing, and key management, video surveillance, visitor management, suicide radar and more. • Fire, EMS, and Search and Rescue: Safeware offers a full suite of Fire, EMS, and Search and Rescue products and solutions for first responders. Examples include, but are not limited to, clothing, communications, drones, equipment storage, first aid, lighting, hand and foot protection, gas detection, HAZMAT response, head and face protection, decontamination, rescue gear, respiratory protection, robots, service, suppression, technical rescue gear, tents and shelters, thermal imaging, video and sound analytics, tools, training, turnout gear, workwear and more. • Medical, Health Service and Public Health: Safeware offers a full range of Medical, Health Service and Public Health products and solutions for Sourcewell Members. Examples include, but are not limited to, PPE, respiratory protection, disinfection equipment, medical surge, medical supplies and devices, public health shelter systems, utility shelters, medical surge beds, traffic safety, training, vapor detection, panic alerts and more. • Human Services, Housing, Homelessness, and Mental Health: Safeware offers a full range of Human Services, Housing, Homelessness, and Mental Health products and solutions for customers. Examples include, but are not limited to, temporary shelters, cots, temporary showers, decontamination supplies, temporary offices, walk thru detection, bottled water, MRE's, PPE, video surveillance, fencing and more. • Emergency Management: Safeware offers a full range of Emergency Management products and solutions for natural and homeland disasters, crises, civil disturbance, pandemics, and any other emergency that may arise. We offer a 1-800 number for Sourcewell Members to call 24/7. Examples include, but are not limited to, shelters, rescue gear, first aid, filtration systems, PPE, HAZMAT response, respiratory protection, decontamination, training, CERT equipment, mobile command equipment and more. • Public Utilities and Public Works: Safeware offers a full range of Public Utilities and Public Works products and solutions. Examples include, but are not limited to, clothing, protection kits, barricade tapes, chemical protective, communications equipment, confined space, enterprise systems, footwear, protective gloves, hard hats, hearing protection, lockout tagout, repellant, respirator/air filtration, respiratory protection, safety eyewear, signs, turnout gear, workwear, emergency eye wash, water safety, hi-visibility apparel and outerwear, fall protection, detection, security consulting, design engineering, installation and service and more. • Transit and Transportation: Safeware offers a full range of Transit and

		Transportation products and solutions. Examples include, but are not limited to, fall protection, head, hearing, eye and face protection, biometrics, drones, training, thermal cameras, communications equipment, enterprise systems, gas detection, security screening and threat detection, security operations centers and control room equipment, PSIM, video and sound analytics, facial recognition, security center display walls, video surveillance, security consulting and more. • Providers of services similar or related to the services described in subsections above: o Services: Safeware provides value added services, including but not limited to: SBCA maintenance and repair, SCBA flow testing, cylinder hydrostatic testing, fit testing, CBRNE instrument calibrations and repair, level A suit testing, fire hose testing, PPE cleaning, air compressor repair and maintenance and breathing air testing. o On-Site Training Services: We offer many services that require on-site training or testing to insure proper use of equipment for end users. Such services include, but are not limited to: Respirator Fit Testing Product training/operation Donning/doffing PPE Fitting helmets Fitting PPE Fitting uniforms, boots Confined Space entry training Sign surveys Eyewash surveys OSHA compliance surveys o Training: Our training includes, but is not limited to, the following categories: Drug Enforcement Active Aggressor Drone Rope Rescue Hazardous Chemical Public Order Strategy o Consulting: Our sales representatives advise customers on proper equipment needed for specific situations. Examples of this include Safeware's offering of public order gear in which we have been pioneers in the industry. o Leasing/Financing: Any item listed on this contract may be offered as a leased item. Purchase orders for leased items must be made out to the leasing agent, however, Safeware holds the leasing agent responsible for reporting to us so that these contract sales will be reported to Sourcewell and included in the administrative fee. o Garment Services: Safeware offers embellishments and alterations as a component of our uniform offering. o Trade-Ins: Safeware offers trade in programs for contract purchases. These are either special offers from a manufacturer for a specific period of time, or a special incentive offered for a particular piece of business. The Trade-In Program is as follows: A Safeware quote will provide the Contract Price for the new item as well as the Trade-In Value of the item being traded in. The customer will be given a Contract Price Net of the Trade-In. This quote will reference the customer's intent to trade-in material. For example: if the Contract Price for the new item is $100 and the Trade-In Value is $25, then the Net Contract Price will be $75. Upon receipt of order, the Trade-In materials will either be picked up by a Safeware representative or a representative will send a return label for shipment.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Law Enforcement and Corrections: • Aviation Supplies • Canine • Crime Scene Equipment • Detection of Hazardous Substances • Domestic Security • EOD/Bomb Equipment • Incident Management • License Plate Recognition and Related Products • Major Crimes / Gang • PPE

		• Real Time Crime Center • Search and Rescue • Tactical Entry • Training • Any Related Products and Services Fire, EMS, and Search and Rescue • Decon Equipment • Detection • Electrical Battery Safety • PPE • Rescue Equipment • Training • Any Related Products and Services Medical, Health Service and Public Health • Field Hospitals and Equipment • Injectors • Medical Devices • Mobile Mortuary • Pandemic Response • PPE • Radiation Safety • Stop the Bleed • Any Related Products and Services Human Services, Housing, Homelessness and Mental Health • Bottled Water • Decontamination • MRE's • Physical Security/Detection • Portable Housing/Shelters • Shelter in Place • Any Related Products and Services Emergency Management • CERT Equipment • Climate Catastrophe Planning • Emergency Shelter • Flood Response and Detection • Incident Management • LCP Water Filtration • Mobile Command • Any Related Products and Services Public Utilities and Public Works • Bridge and Line Inspection and Safety • Detection • Electrical Safety • PPE • Water Safety • Any Related Products and Services Transit and Transportation • Aviation • Detection • Fall Protection • PPE • Training • Any Related Products and Services Services for Public Safety and Emergency Management Solutions • Product Services • On-Site Training Services • Training • Consulting • Leasing/Financing • Garment Services • Trade-Ins • Any Related Services	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions offered within your proposal are intended for use by the types of entities listed. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Law enforcement and corrections	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
72	Fire, EMS, and Search and Rescue	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
73	Medical, Health Service, and Public Health	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
74	Emergency Management	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
75	Public Utilities and Public Works	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	*
76	Transit and Transportation	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by this category.	
77	Providers of services similar or related to the services described in line items 71 - 76 above	(•) Yes ( ) No	The Public Safety and Emergency Management Solutions offered within our proposal are intended for use by all the above categories.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Safeware_Pricing_080922_2022.8.8.zip - Monday August 08, 2022 15:22:25
- Financial Strength and Stability - FinStrength_12.Safeware_FinState2021.pdf - Monday August 08, 2022 15:45:06
- Marketing Plan/Samples - Marketing Plan Documents.zip - Friday August 05, 2022 09:12:52
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Additional Documents.zip - Thursday August 04, 2022 14:03:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mary Pelfrey, Executive Director, Safeware, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu August 4 2022 10:54 AM	☑	1
Addendum_10_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon August 1 2022 04:32 PM	☑	2
Addendum_9_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 28 2022 04:03 PM	☑	1
Addendum_8_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 27 2022 10:43 AM	☑	1
Addendum_6_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 21 2022 04:32 PM	☑	1
Addendum_5_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu July 14 2022 03:16 PM	☑	1
Addendum_4_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Wed July 13 2022 01:21 PM	☑	1
Addendum_3_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Mon July 11 2022 02:31 PM	☑	1
Addendum_2_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Fri July 8 2022 01:36 PM	☑	1
Addendum_1_Public_Safety_and_Emergency_Management_Equipment_RFP_080922 Thu June 30 2022 01:20 PM	☑	2

SAFEWARE®
INNOVATIVE SOLUTIONS WHEN YOU NEED IT

LA County Safeware Contract Categories

LA County Contract Number : MA-IS-2340176-1

LAW ENFORCEMENT
Communications Equipment
Computer Software and Hardware
Emergency Management
Equipment Cases, Storage and Organization
Forensics, Drug and Explosive Detection
Gas Detection
Gloves, Hand and Arm Protection
HazMat Handling, Storage and Accessories
Lighting
Protective Clothing
Rescue Gear
Respiratory Protection
Robotics and Hi Tech
Safety Alarms and Warnings
Thermal Imaging and Night Vision
Traffic Safety
X-Ray and Body Scanners

PERSONAL PROTECTIVE EQUIPMENT
Seasonal Items
Arc Flash
Confined Space Equipment
Emergency Management Supplies
Eye Protection and Accessories
Fall Protection
Footwear and Foot Protection
Gas Detection
Gloves, Hand and Arm Protection
Hazmat Handling, Storage and Accessories
Head and Face Protection
Hearing Protection
Leg and Knee Protection
Lockout Devices
Matting and Ergonomics
Pro Survival Gear
PPE Kits
Protective Clothing
Respiratory Protection
Welding Equipment and Accessories

FIRST AID
Emergency Management Supplies
Equipment Cases, Storage and Organization
Eyewash and Shower Equipment
First Aid, Wound Care, and Skin Protection

GENERAL SAFETY
Confined Space Equipment
Emergency Management Supplies
Equipment Cases, Storage and Organization
Eye Protection and Accessories
Eyewash and Shower Equipment
Fall Protection
Fire Hoses, Extinguishers and Accessories
Footwear and Foot Protection
Gloves, Hand and Arm Protection
Grocery Supply
HazMat Handling, Storage and Accessories
Head and Face Protection
Hearing Protection
Industrial Hygiene
Janitorial Supply
Jobsite Identification
K-12 Education Supply
Leg and Knee Protection
Lighting
Lockout Devices
Matting and Ergonomics
Pro Survival Gear
Protective Clothing
Rainwear
Rescue Gear
Respiratory Protection
Safety Alarms and Warnings
Signs, Printers and Labels
Spill Control Supplies
Thermal Imaging and Night Vision
Tools
Traffic Safety
Water Coolers, Portable Coolers, and Beverages
Water Safety
Welding Equipment and Accessories

Law Enforcement

Fire, Rescue & HazMat

Educational Facilities

Public Health

Water Services

Public Works

Transportation & Road Safety

Emergency Management

Parks & Recreation

Solid Waste Management

For more information, please contact:

John Thompson
714.715.6022
jthompson@safewareinc.com

CONTRACT INFO

SAFEWAREINC.COM

LAW ENFORCEMENT

ACCESSORIES
- B-Square
- Blackinton
- Break-Free
- Hoppe's
- KleenBore
- M-PRO 7
- Smith & Warren
- Speedfeed

AERIAL DRONES
- Aeryon
- Brinc
- Skydio
- Teledyne FLIR

APPAREL
- 5.11 Tactical
- Arc'teryx
- Bulwark
- Elbeco
- Horace Small
- LION
- PROPPER
- Spiewak
- TRU-SPEC
- Vertex

BAGS, CASES & PACKS
- 5.11 Tactical
- BLACKHAWK!
- Crye Precision
- Hatch
- High Speed Gear
- OK-1
- Pelican
- R&B Fabrications
- SKB Cases
- Wolfpack Gear

BALLISTIC SHIELDS
- Hatch
- Paulson Mfg.
- PROTECH Tactical
- United Shield

BATONS
- ASP
- Monadnock

BODY ARMOR & HELMETS
- 3M
- Angel Armor
- Armor Express
- AVON Protection
- Crye Precision
- FirstSpear
- HESCO
- PROTECH Tactical
- Team Wendy
- United Shield

BODY CAMERAS
- Kustom Signals
- HauteSpot Networks

BUNKERS & BARRICADES
- Mitigation Technologies
- Special Ops Bunker

COMMUNICATIONS
- 3M Peltor
- Atlantic Signal
- Invisio
- Genasys LRAD
- GoTenna
- NowForce
- SAVOX / Con-Space
- Silynx
- Tactical Electronics

CRIME SCENE
- DetectaChem
- EVI-PAQ
- Forensics Source
- FoxFury
- Identicator
- Lightning Powder
- Mistral Security
- NIK Public Safety
- ODV
- TacticID by B&W Tek

DECONTAMINATION
- Decon7
- DuPont
- First Line Technology
- Force1Decon
- Kappler
- Lakeland
- TrueTech

DUTY GEAR
- Bianchi
- BLACKHAWK!
- Boston Leather
- Gould & Goodrich
- Safariland
- Uncle Mike's

EOD
- BAHIA 21
- Inert Products
- Lindon Defense
- Logos Imaging
- Med-Eng
- Mistral Security
- Tactical Electronics
- TacticID by B&W Tek
- United Shield

EYEWEAR
- 3M
- Crossfire Safety
- Edge Eyewear
- ESS
- MSA
- Paulson Mfg.
- Pyramex Safety
- Radians
- Revision Military
- Smith Optics
- Wiley X

FIELD TESTING, DRUG & ALCOHOL
- DetectaChem
- Field Forensics
- Intoximeters
- Mistral Security
- Serstech
- SwabTek
- Thermo Fisher

FIRE SUPPRESSION
- CellBlock
- Cold Fire Tactical

FIRST AID & TRAUMA
- Combat Medical Systems
- First Aid Only
- H&H Medical
- North American Rescue
- Tactical Medical Solutions
- Z-Medical

FOOTWEAR
- 5.11 Tactical
- Black Diamond
- BLACKHAWK!
- Danner
- HAIX
- Onguard Industries
- Timberland PRO
- Tingley Rubber

GLOVES & ACCESSORIES
- 5.11 Tactical
- Ansell
- Best Glove
- Hatch
- HexArmor
- Honeywell

HANDCUFFS & RESTRAINTS
- CTS Thompson
- Hiatt
- Monadnock

HAZARDOUS ENVIRONMENT APPAREL
- Blauer
- DuPont
- Kappler
- Kimberly-Clark
- Lakeland
- LION
- Radiation Shield Technologies

HAZARDOUS ENVIRONMENT MONITORING
- ADVNT Biotechnologies
- Biosystems
- Bruker Detection Corp.
- BW Technologies
- Chemring
- Draeger
- GFG Instrumentation
- Honeywell
- MSA
- Proengin
- RAE Systems
- Response Biomedical/ RAMP
- Scott Safety

HEAD PROTECTION
- CMC Rescue
- Custom Armor Group
- Hatch
- Revision Military
- Team Wendy
- United Shield

HEARING PROTECTION
- 3M Peltor
- Honeywell Howard Leight
- MSA

HYDRATION & COOLING
- CamelBak
- TechNiche

K-9
- Castle's K-9
- Vohne Liche Kennels

KNIVES
- Benchmade

LESS LETHAL
- Combined Systems
- Defense Technology
- FNH
- Royal Arms
- Sage Control Ordnance

LICENSE PLATE RECOGNITION
- 3M
- Cintel
- Vigilant Solutions

LIGHTING SYSTEMS
- Airstar Safety
- BLACKHAWK!
- Brite-Strike
- Cyalume
- Eflare
- FoxFury
- Nightstick by Bayco
- Pelican
- Streamlight
- SureFire

OPTICS, THERMAL & NIGHT VISION
- Aimpoint
- Argus
- ATN
- Bushnell
- Dueck Defense
- FLIR/Armasight
- Fraser Optics
- Holosun
- ITT Night Vision
- L3-EOTech
- Morovision
- Night Optics USA
- Vortex Optics
- Wilcox

RESPIRATORY
- 3M
- Avon Protection
- Draeger
- Honeywell
- MSA
- North
- Scott Safety

RIOT CONTROL
- Argus
- Armadillo Merino
- Cold Fire Tactical
- Damascus
- DMS
- FirstSpear
- Hatch
- Mehler Law Enforcement
- Original S.W.A.T.

ROBOTICS
- Ghost
- ICOR Technology
- Mistral Security
- Northrop Grumman
- RoboteX
- QinetiQ

SECURITY
- ADANI Systems
- CEIA
- Garrett
- Rapiscan Systems

TOOLS & TACTICAL ENTRY EQUIPMENT
- Armadillo Tactical Gear
- BLACKHAWK!
- Broco
- HURST Jaws Of Life
- J&N Tactical
- Mistral Security
- Osen-Hunter
- Wilcox

TRAFFIC SAFETY & SPEED DETECTION
- Bone Safety Signs
- Eflare
- Harris Industries
- JBC Safety
- Kustom Signals
- ML Kishigo
- MPH Industries
- Stalker Radar
- Wanco

TRAINING EQUIPMENT
- Monadnock
- UTM

TRAINING SERVICES
- Blackthorne Services
- Group
- Safariland
- Survival Edge Tactical
- Systems

VEHICLES
- ICS
- LDV
- Lenco
- Nomad
- Polaris

VIDEO & SURVEILLANCE
- AgileMesh
- Bounce Imaging
- Camero
- Kustom Signals
- Tactical Electronics

WEAPON ACCESSORIES
- Auto Vault
- Badger Ordnance
- FirstSpear
- SureFire
- TAB Gear

This is only a partial listing of the manufacturers we represent.
If you don't see what you need, just ask!

800.331.6707 | safewareinc.com

FIRE, RESCUE, & HAZMAT

AEDS
- Cardiac Science
- ZOLL Medical

AIR COMPRESSORS
- 3M Scott Safety
- BAUER Compressors

CBRNE
CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, EXPLOSIVE
- 908 Devices
- ADVNT Biotechnologies
- Arizona Instrument
- Berkeley Nucleonics
- Bio Shield Technologies
- Biosystems
- Blackline Safety
- BW Technologies
- B&W Tek
- CANBERRA
- Chemring
- Crowcon
- DetectaChem
- Draeger
- Environics
- Field Forensics
- GFG Instrumentation
- Honeywell RAE Systems
- Kromek
- Mirion Technologies
- Morphix Technologies
- Morpho Detection
- MSA
- NEXTTEQ
- Pendar
- POLIMASTER
- Proengin
- Redwave Technology
- Response Biomedical
- RKI Instruments
- Scott Instruments
- Serstech
- SEER Technology
- SENSIT Technologies
- Smiths Detection
- Symetrica
- Teledyne FLIR
- TrueTech
- WB Johnson

COMMUNICATIONS
- 3O8 Systems
- 3M Peltor
- 3M Scott Safety
- Atlantic Signal
- CavCom
- Everbridge
- Genesys LRAD
- LEADER
- MSA
- Savox
- Silynx

DECON SYSTEMS
- Decon7
- DuPont
- First Line Technology
- Force1Decon
- Intelagard
- TrueTech

EMS EQUIPMENT
- Ambu
- Reeves EMS
- Skedco
- Stryker EMS

EQUIPMENT STORAGE
- 5.11 Tactical
- BLACKHAWK!
- Evac Systems
- Hallowell
- OK-1
- Pelican
- R&B Fabrications
- Ready Rack
- Ziamatic

EYEWEAR
- Crossfire Safety
- Edge Eyewear
- ESS
- Paulson Mfg.
- Pyramex Safety
- Radians
- Uvex
- Wiley X
- Wolf Peak

FIRE EXTINGUISHERS
- Buckeye
- CellBlock
- Cold Fire Tactical
- Intelagard
- Kidde
- North American Rescue

FIRE TRAINERS
- Draeger
- Kidde Fire Trainers

FIRST AID & TRAUMA
- Certified Safety
- First Aid Only
- H&H Medical
- North
- North American Rescue

FLASHLIGHTS & ILLUMINATION
- Aircraft Dynamics
- Airstar Safety
- Air Systems
- Brite-Strike
- FoxFury
- Pelican
- Streamlight
- UK International
- Will-Burt

FOAM SUPPRESSANTS
- ANSUL
- Combat Support Products
- Intelagard
- Kidde Dual Spectrum
- Kidde Fire Fighting
- National Foam

FOOTWEAR
- 5.11 Tactical
- Danner
- Diamondback Fire & Rescue
- Fire-Dex
- HAIX
- Onguard Industries
- Tingley Rubber

GLOVES & ACCESSORIES
- Alliance Fire & Rescue
- HexArmor
- MCR Safety
- Mechanix Wear
- North
- Shelby Gloves
- Valeo

HAZMAT PPE
- Ansell Protective
- DuPont
- Kappler
- Kimberly-Clark
- Lakeland
- RST

HEAD PROTECTION
- Bullard
- Cairns Helmets
- KASK
- LEADER
- Pacific
- Team Wendy

HEAT DETECTION
- FLIR/Extech
- Metris Instruments

HOODS
- Alliance Fire & Rescue
- Chicago Protective Apparel
- National Safety Apparel
- PGI

HYDRATION & COOLING
- CamelBak
- Ergodyne
- TechNiche International

INCIDENT COMMAND & MANAGEMENT
- Activu
- D4H
- NowForce
- Salamander
- SceneDoc

LADDERS
- Duo-Safety
- Little Giant

LEATHER PRODUCTS
- 5.11 Tactical
- Aker Leather
- Boston Leather

NOZZLES & FITTINGS
- ANSUL
- Elkhart Brass
- Kochek
- Niedner
- Red Head Brass
- Task Force Tips

OPTICS
- Armasight
- Bushnell
- Teledyne FLIR

RESCUE EQUIPMENT
- CMC Rescue
- PGI
- Prospan

SCBA
- 3M Scott Safety
- Avon Protection
- Draeger
- MSA

SPILL CONTROL
- CEP
- Edwards & Cromwell
- Imbibitive Technologies
- MBT
- NPS
- SPC
- UltraTech International

SURVEILLANCE & AERIAL MONITORING
- DJI
- Leptron
- Skydio
- Teledyne FLIR

TECHNICAL RESCUE
- BlueWater Ropes
- CMC Rescue
- Junkin Safety
- Paratech
- Phoenix Rescue
- PMI Rope
- Yale Cordage

THERMAL IMAGING CAMERAS
- MSA
- Teledyne FLIR

TOOLS
- 5.11 Tactical
- Ampco
- BLACKHAWK!
- Fire Hooks Unlimited
- Husqvarna
- Nicol Hose Hook Co.
- Nupla
- Paratech
- Power Hawk
- RIT Rescue & Escape Systems

TRAFFIC SAFETY & HI-VIZ
- E-flare
- Lakeland
- ML Kishigo

TRAINING & EQUIPMENT
- Hazard3
- Simulaids

TURNOUT GEAR
- Fire-Dex
- Lakeland
- Veridian

UNIFORMS & APPAREL
- 5.11 Tactical
- Benchmark
- DRIFIRE
- Elbeco
- Lakeland
- LION
- Spiewak
- TECGEN
- TRU-SPEC
- Workrite

USAR
- LEADER
- TECGEN
- True North
- Wolfpack Gear

VEHICLE LIGHTS & LIGHTBARS
- North American Signal
- Will-Burt

VEHICLES
- ICS
- Polaris

VENTILATION
- LEADER
- Tempest Technology

WATER RESCUE
- Ansell Protective
- Aquabotix Technology
- CMC Rescue
- Mustang Survival
- NRS
- Rescue ONE Boats
- Stearns
- Switlik
- Zodiac

WEATHER MONITORING
- Airmar
- Coastal Environmental

WILDLAND GEAR
- 5.11 Tactical
- Lakeland
- Nupla
- PGI
- TECGEN
- True North
- TRU-SPEC
- Wolfpack Gear

This is only a partial listing of the manufacturers we represent.
If you don't see what you need, just ask!

800.331.6707 | safewareinc.com

GOVERNMENT & INDUSTRIAL SAFETY

COMMUNICATIONS
- 3M Peltor
- MSA
- Savox

CONFINED SPACE
- 3M DBI-SALA
- 3M PROTECTA
- 3M Scott
- Air Systems
- Allegro Industries
- BW Technologies
- CMC Rescue
- Draeger
- E.D. Bullard
- FallTech
- Guardian Fall Protection
- Industrial Scientific
- Honeywell
- MSA
- RKI
- Savox
- Werner Fall Protection

ELECTRICAL SAFETY / ARC FLASH
- Lakeland
- National Safety Apparel
- Neese Industries
- PIP
- Salisbury
- Stanco
- Steel Grip
- Stewart R. Browne Manufacturing
- Tingley Rubber
- Workrite / Bulwark

ERGONOMICS & MATTING
- The Andersen Co.
- Ergodyne
- Impacto
- Occunomix
- Superior Matting / NoTrax

EYE/FACE PROTECTION
- 3M
- Chums
- Elvex
- Kimberly-Clark
- MCR Safety
- MSA
- Honeywell
- PIP
- Pyramex Safety
- Radians

EYEWASH/SHOWERS
- Bradley
- Haws
- Speakman

FACILITY ID/SIGNS
- Accuform Signs
- Brady
- National Marker

FALL PROTECTION
- 3M DBI-SALA
- 3M PROTECTA
- FallTech
- Guardian Fall Protection
- Honeywell
- MSA
- Werner Fall Protection

FIRST AID/AEDS
- First Aid Only
- H&H Medical
- Junkin Safety
- Honeywell
- Philips
- ZOLL Medical

FOOT/LEG PROTECTION
- Danner
- Dunlop
- Honeywell
- Impacto
- Thorogood
- Timberland PRO
- Tingley Rubber

GAS DETECTION
- 3M Scott
- Blackline Safety
- Draeger
- Gasco
- Honeywell
- Industrial Scientific
- MSA
- RKI
- SVANTEK
- Sensit

HAND / ARM PROTECTION
- Armor Guys
- Banom
- Best Glove
- Ergodyne
- Impacto
- Kimberly-Clark
- MAPA Spontex
- MCR Safety
- Mechanix Wear
- Honeywell
- Occunomix
- PIP
- The Safety Zone
- Stockhausen
- Superior Glove
- Wells Lamont
- West Chester

HEAD PROTECTION
- 3M
- CMC Rescue
- E.D. Bullard
- Elvex
- Honeywell
- KASK
- MSA
- PIP

HEARING PROTECTION
- 3M
- 3M Peltor
- Elvex
- Honeywell
- Moldex
- MSA
- PIP
- Radians
- Savox

HI-VISIBILITY
- Ergodyne
- ML Kishigo
- Occunomix
- PIP
- Tingley Rubber

HYDRATION/COOLING
- Camelbak
- Ergodyne
- Igloo Products
- Occunomix
- PIP
- Sqwincher

INDUSTRIAL HYGIENE
- FLIR
- GrayWolf
- Sensidyne-Gilian
- SVANTEK
- Testo

LIGHTING & BATTERIES
- Airstar
- Duracell
- Eflare
- Energizer
- FoxFury
- Pelican
- Rayovac
- Streamlight
- Underwater Kinetics

LOCKOUT/TAGOUT
- Accuform Signs
- Brady
- Master Lock
- National Marker

MATERIAL HANDLING/ FLAMMABLE STORAGE
- Eagle Manufacturing
- Justrite Manufacturing
- UltraTech

OUTDOOR & SEASONAL
- ARI
- CoreTex Products
- Zanfel

PROTECTIVE CLOTHING
- DuPont
- Elvex
- Kappler
- Kimberly-Clark
- Lakeland
- MCR Safety
- National Safety Apparel
- PIP
- Tingley Rubber
- Workrite / Bulwark

RESPIRATORY PROTECTION
- 3M
- 3M Scott
- Air Systems
- Allegro Industries
- Avon Protection
- Draeger
- E.D. Bullard
- Honeywell
- Moldex
- MSA

SPILL CONTROL
- CEP
- Meltblown Technologies
- Oil-Dri
- SPC
- UltraTech

TOOLS
- Ampco Safety Tools
- Husqvarna
- Jameson

TRAFFIC CONTROL
- Bone Safety Signs
- Checkers Industrial
- Products
- Cortina Safety Products
- Dicke Safety Products
- JBC Safety
- VizCon
- Wanco

WELDING
- 3M
- Honeywell
- MSA
- PIP

WORKWEAR
- Arborwear
- Carhartt
- Dickie's
- Helly Hansen
- Red Kap
- Timberland PRO
- Wrangler/Riggs
- Workrite/Bulwark

This is only a partial listing of the manufacturers we represent.
If you don't see what you need, just ask!

800.331.6707 | safewareinc.com

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10254102	
Order Date	Page
11/07/2025 17:41:46	1 of 2

Quote Expires On: 11/17/2025

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 159509

Irwindale Police Department
5050 N Irwindale Ave.
Irwindale, CA 91706

626-430-2244

Ship To:

Irwindale Police Department
5050 N Irwindale Ave.
Irwindale, CA 91706

Requested By: Jaycon Sanchez

PO Number	*Taker*	*Email*
Victory Tactical Gear	Oriana Ziegler	oziegler@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid		
Sales Representative		
John Thompson		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
32.00	0.00	32.00	EA		VTG RESISTANT BALLISTIC HELMET BLK	EA	1,443.40	46,188.80
			1.0		Rifle Resistant	1.0		
					Includes ARC Rails and BOA Suspension Harness			
6.00	0.00	6.00	EA		VTG RESISTANT BALLISTIC HELMET RGN	EA	1,677.59	10,065.54
			1.0		Rifle Resistant	1.0		
					Includes ARC Rails and BOA Suspension Harness			
38.00	0.00	38.00	EA		VTG PAULSON DK7-H.150-RC	EA	169.68	6,447.84
			1.0		ARC Rail Riot Face Shield Attachment	1.0		
38.00	0.00	38.00	EA		NCS CLHELBAG2981B	EA	18.64	708.32
			1.0		Riot & Tactical Helmet Bag - Black	1.0		

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10254102	
Order Date	Page
11/07/2025 17:41:46	2 of 2

Quote Expires On: 11/17/2025

Contract No: Sourcewell #080922-SAF PS & EM

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** jthompson@safewareinc.com

Total Lines: 4

SUB-TOTAL:	63,410.50
TAX:	6,816.64
AMOUNT DUE:	**70,227.14**
U.S. Dollars	

RESOLUTION NO. 2025-121-3709

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE PURCHASE OF THIRTY-EIGHT BALLISTIC HELMETS AND PROTECTIVE FACE SHIELDS USING FEDERAL ASSET FORFEITURE FUNDS

WHEREAS, ballistic helmets and face shields are required basic safety equipment for modern police officers; and

WHEREAS, such helmets and face shields have a serviceable life of five years based on manufacturer recommendations, and the Irwindale Police Department's current inventory of these items are seven years old; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, Safeware Incorporated has submitted an acceptable quote for the purchase of this safety equipment in the amount of $70,227.14; and

WHEREAS, Irwindale Municipal Code section 3.44.080(F) provides that the City Council may dispense with formal bidding procedures when the purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the state of California or by the federal government within the previous three hundred sixty-five days (one year); and

WHEREAS, the proposed purchase does not involve public works and is from a supplier who has been awarded a contract for the same vehicle resulting from a formal competitive bid process by another governmental agency; and

WHEREAS, Safeware Incorporated was awarded a government equipment contract by the County of Los Angeles to supply head and face protection equipment for peace officers under contract number MA-IS-2340176-1; and

WHEREAS, Safeware Incorporated is a Sourcewell approved vendor under contract number 080922-SAF to supply law enforcement gear; and

WHEREAS, the City Council previously appropriated Asset Forfeiture funds to supplement the Irwindale Police Department budget, and state and federal law requires these funds to be utilized by the Police Department for law enforcement investigations and operations, training, and/or equipment related to official law enforcement duties; and

WHEREAS, the City Council now desires to waive formal bidding procedures pursuant to Irwindale Municipal Code section 3.44.080(F), approve the purchase of the proposed helmets and face shields to be utilized by the Irwindale Police Department, and authorize the issuance of a purchase order to Safewear Incorporated.

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

SECTION 1. The recital set forth above are true and correct and incorporated here and by this reference.

SECTION 2. The City Council hereby finds that it is in the city's best interest to waive the formal bidding process pursuant to Irwindale Municipal Code section 3.44.080(F), and authorizes the issuance of a purchase order to Safewear Incorporated for the use of Asset Forfeiture funds to purchase thirty-eight ballistic helmets and protective face shields to be utilized by the Irwindale Police Department.

SECTION 3. The City Council hereby finds that the use of Asset Forfeiture funds for the purchase of the helmets and face shields is related to and in support of Irwindale Police Department's official law enforcement operations and investigations and provides equipment for official enforcement duties, and is therefore compliant with federal and state law requirements.

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

PASSED, APPROVED AND ADOPTED this 10th day of December, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-xx-xxxx was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 10th day of December, 2025, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSTAIN:	Councilmembers:
ABSENT:	Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #13.K.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Waive Formal Bidding Process and Approve Contract for Remodeling the Police Department Property and Evidence Room Using Asset Forfeiture Funds

City Manager's Recommendation:

Adopt Resolution No. 2025-122-3710 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCESS AND APPROVING A CONTRACT FOR THE REMODELING OF THE POLICE DEPARTMENT PROPERTY AND EVIDENCE ROOM USING FEDERAL ASSET FORFEITURE FUNDS".

Administrative Action:

Submitted/Prepared by:

Chris Hofford, Chief of Police

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 Police Department's Property & Evidence Room is in a state of serious disrepair. Several large and heavy sliding shelving units are on foundations and slide rails that are broken, making them unsafe to operate. Most of the floor tiles have separated from the cement foundation, increasing the likelihood of a trip and fall. The workstation is very unergonomic and uncomfortable to work at. Repairs detailed in the attached service quote are needed in order to bring the Property & Evidence Room to modern and safe standards.

Staff has located a leading vendor for this repair work. Furthermore, this vendor - McMurray Stern - is a C.M.A.S. approved vendor.

Fiscal Impact:

There will be no impact to the General Fund. Federal Asset Forfeiture funds will be utilized to cover all costs.

Attachments:

1. 36105 Irwindale PD Proposal Quote Mobile system and workstation with removal
2. McMurray Stern CMAS Contract
3. Resolution No. 2025-122-3710 Approve Remodel of Police Department Property and Evidence Room

15511 Carmenita Road
Santa Fe Springs, CA 90670

Phone: **805.404.3302**
Fax: **562.623.3039**

Quotation

Project# 36105 August 8, 2025

Ship To: Sgt. Rudy Gatto/Jessica Rodas

Company	Irwindale Police Department
Installation Location	Irwindale Police Department
Address	5050 N. Irwindale Avenue
	Irwindale, CA 91706

Details-Mobile system and workstation

Option	Unit	Description	Total
1	Lot	McMurray Stern will deliver and install the following: ➢ (1) Spacesaver Mechanical Assist high density mobile system. ➢ There will be two stationary platforms at 36”/18” deep x 9’-4”/12’-6” long x 84” high and two movable carriages 36” deep x 9’-4” long x 84” high. ➢ The shelving on the mobile system will be Spacesaver’s 4-post shelving and include 5 adjustable shelves. ➢ The system will have two (2) anti-tip steel rails that are laser leveled to the high point of the floor, grouted and anchored for seismic stability. We then install 3/4” thick fire-retardant plywood floor and ADA ramp. ➢ Decorative laminate end panels are included with the system. ➢ (1) Corner workstation 72” x 60” x 37-34” high x 24” or 30” deep to include: ABS/PVC laminate top, one cabinet with drawers, one cabinet with 2 drawers for hanging files, overhead LED lights on both sides, power backsplash with 5 power outlets and 2 USB ports, tiltable shelves, utility back panel with hooks, ➢ All material, prevailing wage assembly installation, freight, and standard anchoring included.	$47,503.32 plus tax
		Optional removal and disposal of the existing mobile system and wood shelving along the walls.	Add: $4,266.95 plus tax

Pricing based on the California Multiple Award Schedule (CMAS) contract 4-24-03-1031.

Optional anchor calculations and permits not included.
Floor covering not included over system area. Add $1,455.00
Workstation drawing to be provided in the next few days.
Color: To be determined

Current Lead-time: 10-12 weeks

Terms of Sale: 40% deposit, 40% with installation, 20% Net 30 Days

Customer Signature	Date

CMAS AGREEMENT DETAILS

Data Last Refreshed : 11/13/2025 2:00am

CMAS Agreement Number	4-24-03-1031
CMAS Supplier Name	McMurray Stern Inc.
Current Supplement Number	0
Term Start Date	3/12/2024
Term End Date	11/21/2028
Base Schedule Number	GS-28F-006BA
Base Schedule Holder	Spacesaver Storage Systems Inc
Business Enterprise Type	NA
Contact Name	Sol Ruiz
Phone Number	(562) 623-3000
Address	15511 Carmenita Road
City, State Zip Code	Santa Fe Springs, California 90670
Email	sruiz@mcstern.com
Company Website	

Product/Service Codes

BRAND-SPACESAVER, FILE-CABINET, FILE-MOBILE, FILE-MEDIA, FILE-ROTARY, MEDICAL-CARTS, STORAGE-CABINET, STORAGE-LOCKER, STORAGE-SHELVES, STORAGE RACKS-MULTI-MEDIA

Back

RESOLUTION NO. 2025-122-3710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCESS AND APPROVING A CONTRACT FOR THE REMODELING OF THE POLICE DEPARTMENT PROPERTY AND EVIDENCE ROOM USING FEDERAL ASSET FORFEITURE FUNDS

WHEREAS, the Irwindale Police Department must have a safe and secure room in which to store property taken as evidence, safekeeping, or found; and

WHEREAS, the Property & Evidence Room is in a state of disrepair such that the safety of current shelving and flooring is compromised; and

WHEREAS, the City of Irwindale Police Department has assisted federal, state and local law enforcement agencies with investigations related to illegal narcotics and other criminal activity over the past years; and

WHEREAS, the United States Department of Justice and the California Department of Justice have an Equitable Sharing Program that allows law enforcement agencies to share in federal forfeiture proceeds from property seized during these investigations; and

WHEREAS, federal and state laws dictate that these funds must be utilized by the Police Department for investigations and operations related to asset forfeiture investigations and/or training and equipment related to official law enforcement duties; and

WHEREAS, McMurray Stern has submitted a quote for the work needed to completely replace all storage systems in the room and repair the floor; and

WHEREAS, Irwindale Municipal Code section 3.44.080(F) provides that the City Council may dispense with formal bidding procedures when the purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the state of California or by the federal government within the previous three hundred sixty-five days (one year); and

WHEREAS, the proposed purchase is from a supplier who has been awarded a contract for similar work resulting from a formal competitive bid process by another governmental agency; and

WHEREAS, McMurray Stern is a California Multiple Award Schedules-approved vendor under agreement number 4-24-03-1031; and

WHEREAS, the City Council previously appropriated Asset Forfeiture funds to supplement the Irwindale Police Department budget, and state and federal law requires these funds to be utilized by the Police Department for law enforcement investigations and operations, training, facilities and/or equipment related to official law enforcement duties; and

WHEREAS, the City Council now desires to waive formal bidding procedures pursuant to Irwindale Municipal Code section 3.44.080(F), approve the proposed contract for work to be performed by McMurray Stern, and authorize the issuance of a purchase order to McMurray Stern.

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

SECTION 1. The recitals set forth above are true and correct and incorporated here and by this reference.

SECTION 2. The City Council hereby finds that it is in the city's best interest to waive the formal bidding process pursuant to Irwindale Municipal Code section 3.44.080(F), and authorizes the issuance of a purchase order to McMurray Stern for the use of Asset Forfeiture funds to remodel the Property & Evidence Room of the Irwindale Police Department.

SECTION 3. The City Council hereby finds that the use of Asset Forfeiture funds for the remodeling of the Property & Evidence Room is related to and in support of Irwindale Police Department’s official law enforcement operations and investigations and provides facilities repairs for official enforcement duties and is therefore compliant with federal and state law requirements.

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

PASSED, APPROVED AND ADOPTED this 10th day of December, 2025.

_____
Larry G. Burrola, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-xx-xxxx was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 10th day of December, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Item #13.L.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Acceptance of California Office of Traffic Safety (OTS) Federal Grant Funds in the amount of $135,000 for Traffic Records Improvement Project (TRIP)

City Manager's Recommendation:

Adopt Resolution No. 2025-115-3703 entitled: “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2025-2026 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP). 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 $135,000 FOR THE TRAFFIC RECORDS IMPROVEMENT (TRIP)".

Administrative Action:

Submitted by:

Chris Hofford, Chief of Police

Prepared by:

Manny Campos, Police Sergeant — Electronically Approved

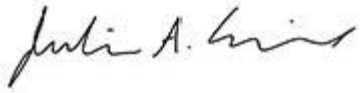
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Police Department ("IPD") applied and participated in a competitive grant process offered through the California Office of Traffic Safety (OTS). The Board of Directors approved IPD's grant request in October of 2025 for $135,000.

The funding program titled, Traffic Records Improvement Project (TRIP), will fund and implement a new electronic crash reporting solution or upgrade an existing electronic crash reporting solution to allow for submission of complete crash reports to the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS) and/or to a departmental records management system (RMS) as applicable.

The program will also fund and implement a new complete electronic citation reporting solution or upgrade that includes the capability of exporting data to both a departmental records management system (RMS) as well as to the local court records system, when the local court can receive electronic citation data. The new system aims to reduce paperwork, improve officer efficiency, and minimize errors, ultimately speeding up court processing times with enhancing officer productivity

The TRIP grant will support the Irwindale Police Department with featured advanced tools for analyzing crash trends, generating reports with charts and summaries, and mapping incidents using platforms like Google Earth or GIS software.

TRIP is scheduled to begin after City Council adoption and will operate for one year.

Fiscal Impact:

There will be no fiscal impact to the General Fund, as the grant operations are fully funded through the Federal OTS grant in the amount of $135,000.

Attachments:

1. Resolution No. 2025-115-3703
2. Grant Agreement - TR26035

RESOLUTION NO. 2025-115-3703

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2025-115-3703 TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP). SUB-RECIPIENT AGREEMENT BETWEEN THE 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 $135,000 FOR THE DEVELOPMENT AND IMPLEMENTATION OF A TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP)

WHEREAS, the Irwindale Police Department is committed to enhancing public safety by implementing effective tools and technology for traffic management, enforcement, and education; and

WHEREAS, the Irwindale Police Department applied for and was awarded a competitive grant through the California Office of Traffic Safety to support the implementation of innovative data-driven traffic enforcement and reporting systems; and

WHEREAS, the City of Irwindale Police Department has been approved for $135,000 in grant funding from the California Office of Traffic Safety to develop and implement an integrated Traffic Records Improvement Project (TRIP), including electronic crash and citation reporting solutions; and

WHEREAS, this program will enhance traffic enforcement by reducing the number of traffic injuries and fatalities and improving the accuracy and timeliness of crash and citation data submission to the Statewide Integrated Traffic Records System (SWITRS) and the department's records management system (RMS); and

WHEREAS, the grant activities will include procuring, installing, and implementing both crash and citation reporting solutions, providing training to staff, and ensuring the secure transmission of traffic data for analysis and enforcement purposes.

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

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

SECTION 2. The City Council of the City of Irwindale hereby approves and accepts the grant funds of $135,000 from the California Office of Traffic Safety to be used for the development, implementation, and administration of the Traffic Records Improvement Project (TRIP). The FY 2025-2026 Office of Traffic Safety Federal Grant funds are hereby used for grant management and administration, and the implementation for Traffic Records Improvement Project (TRIP), which includes upgrade of existing electronic crash reporting solution to report crash reports to

California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS), and/or to departmental records management system (RMS) as applicable. Additionally, the purchase and implementation of a new and complete electronic citation reporting solution with the capability of reporting solution that includes the capability of exporting data to both a departmental records management system (RMS) as well as to local court records system to be received electronically.

SECTION 3. The City Council authorizes the City Manager to execute the 2025-2026 Traffic Records Improvement Project (TRIP). Sub-recipient Agreement between the California Office of Traffic Safety and the City of Irwindale, attached hereto as Exhibit "A," and to take any additional steps necessary to implement the intent of this resolution.

SECTION 4. The Irwindale Police Department shall monitor the program's progress throughout the grant period, ensuring timely data collection and reporting as required by OTS. This includes submitting quarterly performance and financial reports to OTS and collecting data to evaluate the program's effectiveness in achieving the stated goals of reducing traffic injuries and fatalities.

SECTION 5. The Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall take immediate effect upon its passage.

PASSED, APPROVED, AND ADOPTED this 10th day of December 2025.

_____
, Mayor

ATTEST:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

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

I, Laura Nieto, Chief Deputy Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2025-115-3703 was duly adopted by the City Council of the City of Irwindale at a regular meeting thereof held on the 10th day of December 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSTAIN: Councilmembers:

ABSENT: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

1. GRANT TITLE
Traffic Records Improvement Project

2. NAME OF AGENCY
Irwindale

3. Grant Period
From: 10/01/2025
To: 09/30/2026

4. AGENCY UNIT TO ADMINISTER GRANT
Irwindale Police Department

5. GRANT DESCRIPTION
State and local agencies need timely, accurate, complete, uniform, integrated, and accessible traffic records to identify and prioritize traffic safety issues, to choose appropriate safety countermeasures and evaluate their effectiveness. Traffic records improvement grants provide traffic safety stakeholders with the ability to improve the quality of the State's crash and citation data through various efforts such as: purchasing equipment or software for electronic reporting of crash data, citation data reporting and collection, improving the compatibility of crash and/or citation data with the state and national data systems, enhancing the ability to analyze trends in crashes, crash outcomes, and contributing factors, etc.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $135,000.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Manuel Campos
TITLE: Sergeant
EMAIL: mcampos@irwindaleca.gov
PHONE: (626) 533-0718
ADDRESS: 5050 N. Irwindale Avenue
Irwindale, CA 91706

Manuel Campos (Oct 30, 2025 16:56:23 PDT) — Oct 30, 2025
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Jose Vargas
Lieutenant
jvargas@irwindaleca.gov
(626) 430-2242
5050 N. Irwindale Avenue
Irwindale, CA 91706

Jose Vargas (Oct 30, 2025 17:03:57 PDT) — Oct 30, 2025
(Signature) *(Date)*

C. FISCAL OFFICIAL

ADDRESS: Jeanette Duran
Finance Manager
jduran@irwindaleca.gov
(626)430-2268
5050 N. Irwindale Avenue
Irwindale, CA 91706

Jeanette Duran (Oct 30, 2025 17:01:52 PDT) — Oct 30, 2025
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Stephanie Dougherty
Director
stephanie.dougherty@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Stephanie Dougherty (Oct 31, 2025 18:09:43 PDT) — Oct 31, 2025
(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: E9J2S6RNLAC1 REGISTERED ADDRESS: 5050 N. Irwindale Avenue CITY: Irwindale ZIP+4: 91706-2133

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405c TR-26	20.616	0521-0890-101	2025	04/25	BA/25	$135,000.00
				AGREEMENT TOTAL		**$135,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

AMOUNT ENCUMBERED BY THIS DOCUMENT
$135,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE
Carolyn Vu (Oct 31, 2025 14:26:44 PDT)	Oct 31, 2025	**$135,000.00**

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.

The City of Irwindale is located in the heart of the San Gabriel Valley—approximately 20 miles east of downtown Los Angeles—and since its 1957 incorporation, has continued to regularly experience rapid and progressive growth, now serving headquarters to over 700 businesses. These include major satellite offices for some of the country's most well-known companies (e.g., Southern California Edison, Huy Fong Foods/Sriracha Sauces, Ready Pac Produce, Home Depot, Charter Communications). Our small, thriving community is unique in the sense that its population count expands exponentially from 1,472 permanent residents to nearly 30,000 as daily public transit users commute in and out of the City during regular business hours. Irwindale has, in the past, been most frequently viewed as an industrial community due to its existing large-scale mining operations, along with mining related businesses and light/heavy manufacturing uses. Contributing to Irwindale's perception as an industrial town is the large concentration of open-yard businesses found in the City. And indeed, while the sand and gravel industry do remain a moving force within the City's economy—United Rock, Hanson Aggregates, Robertson's Ready Mix, and Vulcan just to name a few—there is little doubt that Irwindale is undergoing a renaissance: transitioning from a mining-oriented community to a manufacturing and high-tech-based, modern suburban City. With the final completion of the Irwindale Business Center and timely arrival of companies such as Southern California Edison, Davis Wire, Nu-Way Industries, Sparkletts, Jacmar Food Service, and Irwindale Speedway and Brew Yard, the City has quite clearly demonstrated its keen ability to both attract and retain businesses/commercial activities of a very dynamic, diverse nature.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).

An unanticipated finding was that most crashes occurred when the weather was clear, roadway surface dry, and no unusual roadways present. As well, seven of them occurred during nighttime hours when it was dark, with streetlights available for visibility. Three prevalent factors remained pervasive throughout these incidents: DUI, Unsafe Speed, and Unsafe Turns. All eight cases exhibited observable patterns along the north leg of Arrow Highway towards the intersection and involved a single driver so that factors generating vehicle-to-vehicle crashes (e.g., poor sight distance. signal operations) could therefore be conclusively ruled out. Instead, recurring characteristics the study analysis identified as having the most direct contribution to prevailing frequencies:

- Poor visibility, as nearly all crashes occurred at night.
- Speeding on southbound Arrow Highway, as most reported crashes involved unsafe speed as either a primary or associated factor.
- A sharp curve on southbound Arrow Highway that was unexpected as drivers approached Live Oak Avenue, failing to make the right turn curve approach correctly to the signalized intersection. Consequently, over 84% of crashes involved hitting the center medians, which is consistent with the design of the intersection approach.It is also worth noting that whilst drafting the City's Safety Element as part of its updated General Plan in 2023, an overwhelming majority of Irwindale residents and those employed full-time by the City (comprising nearly 80% of survey participants) reported not feeling safe and increasingly fearful of potential injury/fatalities from occurring when walking or biking—in particular, along Arrow Highway. Additionally, this data provides some context as to why (between 2017 and 2022), Irwindale experienced a combination of 1,884 pedestrian/bicycle crashes well within its own individual jurisdictional boundaries. A five-year query/map analysis conducted by California's Statewide Integrated Traffic Records System (SWITRS) also revealed that in total, an alarming 1,318 victims in Irwindale were in some way affected, with 22 deaths and 771 hospitalizations resulting from serious injuries caused by auto crashes. In 2023, the Irwindale Police Department wrote 234 crash reports and issued 998 moving citations.

An evaluative summary of these crashes was thus developed, considering important factors including lighting, crash types, crash-preceding movement, sobriety, etc. An unanticipated finding was that most crashes occurred when the weather was clear, roadway surface dry, and no unusual roadways present. As well, many of them occurred during nighttime hours when it was dark, with streetlights available for visibility.

Three prevalent factors remained pervasive throughout these incidents: DUI, Unsafe Speed & Lane Change, and Improper Turning Movements.

Define the target population the grant intends to serve and how they are affected by the problem(s).
Protecting the City and its residents, IPD is a progressive law enforcement agency with a full-time staff consisting of 26 individuals and 1 part-time officer, totaling 27 officer positions that's funded by the City of Irwindale annual fiscal budget. As a result, IPD finds itself deeply committed to regularly providing the high-quality services its citizens need, not to mention the City's thriving commercial merchants, community-based organizations/nonprofits, district-area schools/learning centers. IPD's current RMS was first put into place a quarter century ago with full installment completed in 1997. Since then, repeated dysfunctions have made it unable to serve the modern-day reporting needs of our law enforcement agency. This is due to several factors, including but not limited to a system that is:

- Outdated and inefficient;
- Suffering from numerous reliability issues; and
- No longer in possession of a service warranty, which in turn puts massive strain on IPD's IT existing resources.City traffic dispatching and issuing of citations or tickets are facilitated by the RMS system and other police-related computer software to provide a Public Safety Answering Point for all police and fire emergency service via the NextGen 9-1-1 System. Supporting this need is key to fulfilling important public safety objectives listed in the City's most recent strategic plan and defined as "possessing the wherewithal to develop a traffic analysis system to strategically deploy resources and provide the public with increased transparency and clarity around crime and traffic statistics."

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. To improve the timeliness, accuracy, completeness, uniformity, accessibility, and integration of the California Traffic Records System.

B. Objectives:	Target Number
1. Purchase and implement a new electronic crash reporting solution or upgrade an existing electronic crash reporting system to allow for submission of complete crash reports to the California Highway Patrol's Statewide Integrated Traffic Records System (SWITRS), and/or to a departmental records management system (RMS) as applicable.	1
2. Purchase and implement a new complete electronic citation reporting solution or upgrade an existing electronic citation reporting system that includes the capability of exporting data to both a departmental records management system (RMS) as well as to the local court records system, if and when the local court can receive electronic citation data.	1
3. To complete security requirement with the California Highway Patrol (CHP) for access to CHP data.	1
4. Begin electronic submission of crash reports to California Highway Patrol (CHP).	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific system traffic records (i.e., crash or citation) data system requirements.
- Determine specific equipment requirements.
- Request vendor price quotation per host agency requirements.
- Procure an electronic crash reporting system with the following functionalities:
    - System licensing with installation and training vendor.
    - GIS based mapping.
    - Segment crash diagraming tool.
    - Ability to create or import crash reports.
    - Ability to import and export agency RMS files.
    - Ability to perform complete analysis of crash reports.
    - Secure database accessibility by appropriate agency personnel.

- Ability to electronically transfer complete crash report to the California Highway Patrol's Statewide Integrated Traffic Records System.
- Procure an electronic citation system with the following functionalities:
  - System licensing with installation and training.
  - Ability to electronically transfer and maintain the agency's citation data.
  - Ability to analyze of agency's citation reports.
  - Secure database accessibility by appropriate agency personnel.
  - Ability to export complete citation reports to the local county court.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Select vendor for system development, implementation, and installation.
- Monitor and oversee progress of system/software development.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Prepare and submit grant claims invoice (due January 30, April 30, July 30, and October 30).
  - Successful project completion and confirmation of successful electronic transmission of crash reports by the California Highway Patrol is required before submission of invoice claims seeking reimbursement from OTS.
- Prepare and submit quarterly performance reports (due January 30, April 30, July 30, and October 30).
  - Collect and report quarterly appropriate data that supports the progress of goals and objectives.
  - Provide a summary of quarterly accomplishments and explanations for objectives not completed.
  - Collect, analyze, and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405c TR-26	20.616	State Traffic Safety Information System Improvements	$135,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Complete Traffic Crash and Electronic Citation Data Collection System	405c TR-26	$135,000.00	1	$135,000.00
Category Sub-Total				$135,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$135,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Complete Traffic Crash and Electronic Citation Data Collection System-A combination traffic crash and electronic citation data collection system will handle both traffic crash and traffic citation data collection and processing. The traffic crash database system will collect, analyze, and display crash and enforcement data, including a full featured module for analysis, allowing queries for top ranking lists of locations, breakdowns by cause, type, injury, conditions, and many other attributes. Queries and Reports will be provided in a variety of formats including pie charts, bar charts, and summaries. The system provides for crash mapping on Google Earth, ESRI GIS, or similar mapping products. Costs may include laptop/desktop computers, software and licenses, printers, accessories, training, and associated shipping and taxes. The traffic citation system will collect citation data electronically in the field, print a violator copy of the citation, and transfer the information electronically to the agency RMS system and the courts for prosecution. The system will be used by traffic officers to improve the efficiency and accuracy of writing traffic citations. Costs may include the purchase of electronic citation devices, mag-strip readers, fingerprint readers, audio recorders, cameras, docking/charging stations, laptop/desktop computers, software, licenses, printers, accessories, training, and associated shipping and taxes.
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	TR26035
Agency Name:	Irwindale Police Department
Grant Title:	Traffic Records Improvement Project
Agreement Total:	$135,000.00
Authorizing Official:	Jose Vargas
Fiscal Official:	Jeanette Duran
Grant Director:	Manuel Campos

CURRENT GEMS USER(S)

1. Manuel Campos
Title: Sergeant
Phone: (626) 533-0718
Email: mcampos@irwindaleca.gov
Media Contact: Yes

2. John Fraijo
Title: Captain
Phone: 6268484344
Email: jfraijo@irwindaleca.gov
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Manuel Campos Manuel Campos (Oct 30, 2025 16:54:30 PDT)	Date: Oct 30, 2025

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Manuel Campos Manuel Campos (Oct 30, 2025 16:56:23 PDT)	Manuel Campos
Signature	Name
Oct 30, 2025	Grant Director
Date	Title

Item #13.M.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Award of Contract for As-Needed Structural Engineering and Plan Check Services

City Manager's Recommendation:

That the City Council to authorize the City Manager to execute an agreement with Labib Funk + Associates for As-Needed Structural Engineering and Plan Check Services in the amount not-to-exceed $200,000.

Administrative Action:

Submitted / Prepared by:

Eddie Chan, Director of Engineer/Building Official

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

In August 2025, the City issued a Request for Proposals (RFP) for As-Needed Structural

Engineering and Plan Check Services looking for a qualified consultant to perform structural reviews and engineering services for pending and future land development project-based applications and submittals. The Public Works Engineering Department collects deposits and fees to perform the necessary engineering services in response to project applications received. The consultant will be working on project specifics and compensated from the deposits and fees collected from the respective project applicant(s).

The scope of services for this as-needed consulting services includes but is not limited to the following:

1. Provide Structural Engineering plan check, and technical documents review for land development projects and other Public Works Engineering Capital Improvement Program ("CIP") projects.
2. Provide full-service engineering and technical assistance to the City in its review of land development projects relating to sites that were once a mining or landfill site.
3. Perform structural inspections for land development and CIP projects.
4. Prepare and/or review structural calculations, plans, specifications, and estimates.
5. Perform structural engineering feasibility analysis, selection of structural system and materials.
6. Analysis of structural elements (bridge, girder, truss, brace, column, sign, wall, foundation, etc.)
7. Perform an independent check of structural engineering calculations, plans, and quantities.
8. Review and provide consultation on structure alternatives and constructability.
9. Perform seismic retrofit analysis for existing buildings and provide seismic strengthening design.
10. Provide structural inspections for post-earthquake reconnaissance.
11. Provide structural engineering support during construction.
12. Perform structural inspections and material testing of existing structures, including non-destructive and destructive testing, structure scanning, sampling and coring.
13. Provide thorough, timely responses to bid inquiries or requests for information during construction.

On August 28, 2025, a Request for Proposals was sent with a final submission date for proposals of November 26, 2025, at 5:00pm. The City received (3) proposals with the following results:

Consultant	Ranking
Labib Funk + Associates	1
GSCH Engineering	2
ATC Consulting Engineers, Inc.	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).

Staff evaluated each proposal received by ranking each consultant based on technical competency, project understanding, staff qualifications, and experience, especially contracts for similar services performed for other government agencies. Labib Funk + Associates was determined to be the most qualified firm with extensive experience in Structural Engineering services provided to public agencies. Labib Funk + Associates' qualification is based on their ability to consistently meet project deadlines and budgets all while providing technically credible and defensible services.

Staff recommends the City Council award the contract to Labib Funk + Associates and authorize the City Manager to execute an agreement with them for As-Needed Structural Engineering and Plan Check Services. The contract will have a not-to-exceed amount of $200,000 per year and its term shall be for two (2) years with an option to extend the contract for one (1) additional year. The total maximum contract term will be for three (3) years.

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

Fiscal Impact:

None. Funding for this Agreement will be covered by deposits provided 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. Contract Services Agreement for As-Needed Structural Engineering and Plan Check Services (LFA)

AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND LABIB FUNK + ASSOCIATES

This AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF IRWINDALE AND LABIB FUNK + ASSOCIATES (herein "Agreement") is made and entered into this 10rd day of December, 2025 by and between the CITY OF IRWINDALE, a California charter city and municipal corporation ("City") and Labib Funk + Associates, 319 Main Street, El Segundo, CA 90245, (herein "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, 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 ($200,000.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and 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 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, City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by 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 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 Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total increase amount of Twenty Thousand Dollars ($20,000.00) 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 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 Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's

determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding two (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. Richard Chen, S.E. 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 Miranda, City Manager, or such person as may be designated by the City Manager is hereby designated as being the representative 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 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 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. 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 Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than 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 Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage.

(e) 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 City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to City. In the event any of said policies of insurance are cancelled, Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance

with this Section 5.2 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City. City reserves the right to inspect complete, certified copies of and 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's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, 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 (3) 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 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 City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify City should Consultant 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. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant.

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

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, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be

extended, if circumstances warrant. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, 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. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, 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 Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed to 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 City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount, which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 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 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 two or more counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the California Uniform Electronic Transactions Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

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 California charter city and municipal corporation

_____
Julian Miranda, City Manager

ATTEST:

_____
Laura Nieto, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Adrian R. Guerra, City Attorney

CONSULTANT:

LABIB FUNK + ASSOCIATES

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 319 Main Street, El Segundo, CA 90245

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

01005.0006/1042604.1

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

01005.0006/1042604.1

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services on an as-needed basis, including but not limited to:

a. Provide Structural Engineering plan check and technical documents review for land development projects and other Public Works Engineering CIP projects.
b. Provide full-service engineering and technical assistance to the City in its review of land development projects relating to sites that were once a mining or landfill site.
c. Perform structural inspections for land development and CIP projects.
d. Prepare and/or review structural calculations, plans, specifications, and estimates.
e. Perform structural engineering feasibility analysis, selection of structural system and materials.
f. Analysis of structural elements (bridge, girder, truss, brace, column, sign, wall, foundation, etc.)
g. Perform an independent check of structural engineering calculations, plans, and quantities.
h. Review and provide consultation on structure alternatives and constructability.
i. Perform seismic retrofit analysis for existing buildings and provide seismic strengthening design.
j. Provide structural inspections for post-earthquake reconnaissance.
k. Provide structural engineering support during construction.
l. Perform structural inspections and material testing of existing structures, including non-destructive and destructive testing, structure scanning, sampling and coring.
m. Provide thorough, timely responses to bid inquiries or requests for information during construction.

II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

III. Consultant will utilize the following personnel to accomplish the Services:

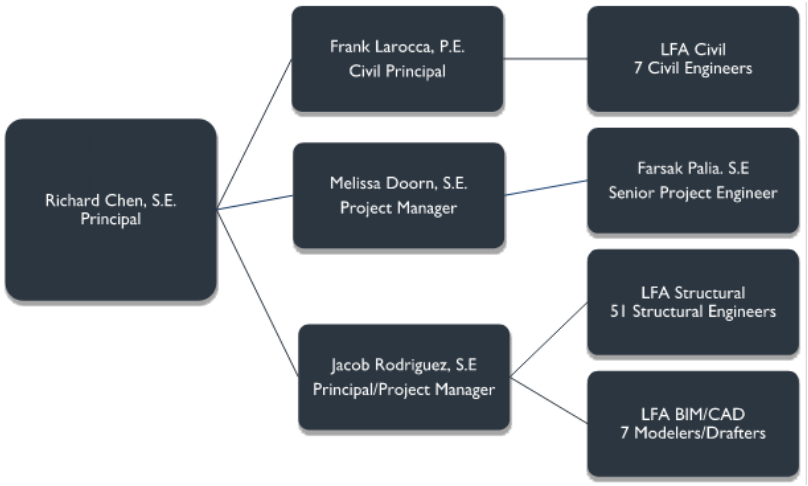


EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

Labib Funk + Associates
Structural, Civil, Shoring, and EBM
City of Irwindale
2025 Hourly Rate Schedule

PRINCIPAL	$305.00
PROJECT MANAGER	$205.00
PROJECT ENGINEER	$185.00
DRAFTER/CAD OPERATOR	$155.00
ADMINISTRATIVE/SECRETARY	$75.00

Note: Hourly rates are updated on an annual basis, and services will be billed at the hourly rates in place at the time the service is provided.

Labib Funk + Associates requires a retainer in advance of rendering forensic consulting services. Retainer payments will be credited to the Client's account and any unused portion of retainer payments will be returned subsequent to final invoicing.

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. 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 Two Hundred Thousand Dollars ($200,000.00), as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely, as described in Exhibit "A," on an as-needed basis and subject to a mutually agreed upon timeline, from December 03, 2025 to December 02, 2026.**

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.**

Item #15.A.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Mayor's Appointments of Delegates and Alternates

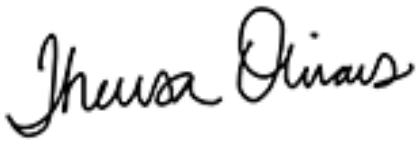
City Manager's Recommendation:

Adopt Resolution No. 2025-116-3704 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY" reading by title only and waiving further reading thereof.

Administrative Action:

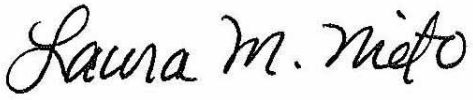
Submitted/Reviewed by:

Theresa Olivares, Assistant City Manager



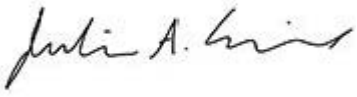
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Mayor, at the beginning of his/her term, makes appointments to various organizations. Some of these organizations require formal action by the Council in the form of a resolution. Rather than prepare several resolutions, staff has incorporated all appointments into one resolution for Council adoption.

On December 11, 2024, the City Council appointed Councilmember Garcia to the San Gabriel Valley Vector Control Board for a four-year term, ending December 31, 2028 and is therefore not included in

the proposed resolution. At the meeting of April 23, 2025, the City Council appointed Councilmember Ambriz and Mayor Burrola as the delegate and alternate, respectively, to the San Gabriel Valley Council of Governments Homelessness Committee through December 31, 2025. That appointment has been included in the resolution.

Attached is a brief summary relating to the individual organizations and the current list of delegates and alternates, as appointed on December 11, 2024 for calendar year 2025.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Proposed Resolution No. 2025-116-3704 Mayor's Appointments of Delegates and Alternates
2. Resolution No. 2024-106-3583
3. Organization Summaries - 2025

RESOLUTION NO. 2025-116-3704

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1. DELEGATE: 12-31-26
2. ALTERNATE: 12-31-26

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1. DELEGATE: 12-31-26
2. ALTERNATE: 12-31-26

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1. DELEGATE: 12-31-26
2. ALTERNATE: 12-31-26

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1. DELEGATE: 12-31-26
2. ALTERNATE: 12-31-26

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1. DELEGATE: 12-31-26
2. ALTERNATE: 12-31-26

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	12-31-26
2.	ALTERNATE:	12-31-26

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	12-31-26
2.	ALTERNATE:	12-31-26

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	12-31-26
2.	ALTERNATE:	12-31-26

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	12-31-26
2.	ALTERNATE	12-31-26

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as the delegate of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS HOMELESSNESS COMMITTEE** for the term indicated:

1.	DELEGATE:	12-31-26
2.	ALTERNATE:	12-31-26

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. All appointments are effective beginning January 1, 2026 through December 31, 2026, unless otherwise stated.

Section 13. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this _____ day of December 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, do hereby certify that the foregoing Resolution No. 2025-116-3704 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the _____ of December 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RESOLUTION NO. 2024-106-3583

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING DELEGATES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

The City Council of the City of Irwindale, California, does hereby resolve as follows:

Section 1. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA CONTRACT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Larry G. Burrola	12-31-25
2.	ALTERNATE:	H. Manuel Ortiz	12-31-25

Section 2. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **LEAGUE OF CALIFORNIA CITIES, LOS ANGELES COUNTY CHAPTER** for the term indicated *(Mayor attends the City Selection Committee meeting to vote and is the delegate):*

1.	DELEGATE:	Larry G. Burrola	12-31-25
2.	ALTERNATE:	H. Manuel Ortiz	12-31-25

Section 3. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **CALIFORNIA JOINT POWERS INSURANCE AUTHORITY** for the term indicated:

1.	DELEGATE:	Mark A. Breceda	12-31-25
2.	ALTERNATE:	Manuel R. Garcia	12-31-25

Section 4. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **FOOTHILL TRANSIT ZONE**: for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-25
2.	ALTERNATE:	Albert F. Ambriz	12-31-25

Section 5. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **INDEPENDENT CITIES ASSOCIATION** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	12-31-25
2.	ALTERNATE:	Mark A. Breceda	12-31-25

Section 6. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **BOARD OF DIRECTORS OF SANITATION DISTRICTS 15 AND 22 OF LOS ANGELES COUNTY** for the term indicated *(Mayor is automatically a Director/Delegate)*:

1.	DELEGATE:	Larry G. Burrola	12-31-25
2.	ALTERNATE:	H. Manuel Ortiz	12-31-25

Section 7. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS** for the term indicated:

1.	DELEGATE:	Mark A. Breceda	12-31-25
2.	ALTERNATE:	Albert F. Ambriz	12-31-25

Section 8. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **GOLD LINE PHASE II CONSTRUCTION AUTHORITY** for the term indicated:

1.	DELEGATE:	H. Manuel Ortiz	12-31-25
2.	ALTERNATE:	Larry G. Burrola	12-31-25

Section 9. The City Council of the City of Irwindale does hereby appoint the following persons as delegate and alternate members of the **SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS** for the term indicated:

1.	DELEGATE	Albert F. Ambriz	12-31-25
2.	ALTERNATE	Manuel R. Garcia	12-31-25

Section 10. The City Council of the City of Irwindale does hereby appoint the following person as delegate of the **SAN GABRIEL VALLEY MOSQUITO & VECTOR CONTROL DISTRICT** for the term indicated:

1.	DELEGATE:	Manuel R. Garcia	(4 year term) 12-31-28

Section 11. This Resolution supersedes and replaces prior resolutions making Council appointments to the foregoing boards, committees and bodies.

Section 12. All appointments are effective beginning January 1, 2025 through December 31, 2025, unless otherwise stated.

Section 12. This Resolution shall become effective upon its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 11th day of December 2024.

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. 2024-106-3583 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 11th of December 2024, by the following vote:

AYES: Councilmembers: Ambriz, Breceda, Garcia, Ortiz, Mayor Burrola

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Laura M. Nieto, MMC
Chief Deputy City Clerk

2025

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
California Contract Cities Association 11027 Downey Avenue Downey, CA 90241 www.contractcities.org 562-622-5533	The Association is comprised of member cities that contract for major municipal services on an as-needed basis, such as police services, fire services, animal control, public works, and/or building and safety. Dinner provided at meetings.	3rd Wednesday of each month at 6:00 p.m.	Various Locations	N/A
League of California Cities 1400 K Street, Ste. 400 Sacramento, CA 95814 www.cacities.org Jennifer Quan 626-301-0387 L.A. Division Rob Korinke	All Councilmembers are invited to meetings; however, Delegates are appointed in case member cities need to vote to ratify a decision of the Board. Annual conferences are held in the summer. Working agendas are discussed at meetings, where attendees are usually provided with updates. Dinner provided at meetings. Mayor attends City Selection Committee meeting to vote.	The Los Angeles County Division holds general membership meetings at various times throughout the year; all meetings begin with a reception at 6:00 p.m. followed by the meeting	Various Locations	N/A
California Joint Powers Insurance Authority 8081 Moody Street La Palma, CA 90623 www.cjpia.org 562-467-8700	A Board of Directors, consisting of one elected official appointed by each Member Agency, governs the CA JPIA. The Executive Committee meets monthly to supervise and conduct Authority affairs. The Authority works with members to reduce the frequency and severity of claims. Through risk analysis and continuous education, the CA JPIA helps its members identify exposures and prevent losses.	Annual Board of Directors meeting held in July; Executive Committee meetings are on the 4th Wednesday of the month at 5:30 p.m.	8081 Moody Street La Palma 90623	$100 annual stipend payable to the voting delegate and travel reimbursement for eligible agencies; no monthly meeting stipend
Foothill Transit Zone 100 S. Vincent Ave., Ste. 200 West Covina, CA 91790 www.foothilltransit.org 626-967-3147	Board business meetings held to review performance reports. Annual meetings held to approve budget.	Annual Governing Board meeting in May; Governing Board meetings held 4th Friday of the month at 7:45 a.m.	100 S. Vincent Ste. #200 West Covina	$100
Independent Cities Association 1601 N. Sepulveda Blvd., Suite 744 Manhattan Beach, CA 90266 www.icacities.org 877-906-0941	The mission of the Independent Cities Association is to educate, advocate, and provide information on issues of common concern. Works in cooperation with one another and all levels of government to achieve goals and provide services that are mutually beneficial to members.	Dates Vary	Locations Vary	None

2025

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
County Sanitation Districts Nos. 15 and 22 of L.A. County P.O. Box 4998 Whittier, CA 90607-4998 www.lacsd.org 562-699-7411, ext. 1500	The Sanitation Districts construct, operate, and maintain facilities to collect, treat, recycle, and dispose of sewage and industrial wastes. The Sanitation Districts also provide for the management of solid wastes including disposal, transfer operations, and materials recovery. Local sewers and laterals that connect to the Sanitation Districts' trunk sewer lines are the responsibility of the local jurisdictions, as is the collection of solid wastes. Mayor is automatically a Director, who represents specific districts. Chief engineer provides progress reports at meetings.	4th Wednesday of the month at 1:30 p.m.	1955 Workman Mill Rd Whittier 90601 and Zoom	Compensated $125 per District, per meeting; Delegate represents Districts 15 & 22. Mileage is also reimbursed
Southern California Association of Governments 818 W. Seventh St., 12th floor Los Angeles, CA 90017 www.scag.ca.gov 213-236-1800	As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the Federal Government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. General Assembly discusses future plans and projects, financial reports, mutual projects, goals and objectives.	Annually (May) Regional Conference & General Assembly (Voting)	Various locations	No stipend for General Assembly meeting
Gold Line Phase II Construction Authority 406 E. Huntington Dr., Ste. 202 Monrovia, CA 91016 www.foothillextension.org 626-471-9050	Meet to keep members apprised of the activities of the extension of the Gold Line from Pasadena to Ontario.	2nd Thursday of the month at 11:30 a.m.	406 E. Huntington Dr., Ste. 202 Monrovia and via virtual platform	$150
San Gabriel Valley Council of Governments 1000 S. Fremont Ave., Unit 42 Bldg. A10, Suite 10210 Alhambra, CA 91803 www.sgvcog.org	The Agency addresses a number of issues including transportation, housing, water, and the environment that impact the quality of life for our residents. Delegates and Alternates must be appointed by resolution or minute action. Dinner provided at meetings	Governing Board meets every 3rd Thursday of the month at 4:00 p.m.	Zoom	$50 stipend; if both delegate and alternate attend meeting, only the delegate receives the stipend

2025

Organization	Synopsis of Responsibilities	When	Location	Stipend (if applicable)
San Gabriel Valley Mosquito & Vector Control District 1145 N. Azusa Canyon Road West Covina, CA 91790 www.sgvmosquito.org 626-814-9466	Board of Trustees oversees and provides counsel and direction to management; sets policy; hires District Manager; retains legal counsel. Appointment can be for either a 2- or 4-year term, depending on Council's preference.	2nd Friday of the month at 7:00 a.m.	District Office 1145 N Azusa Canyon West Covina or Zoom	$100
San Gabriel Valley COG - Homelessness Committee 1333 S. Mayflower Ave., Ste 360 Monrovia, CA 91016 www.sgvcog.org (626) 457-1800	Studies problems, programs, and other matters which pertain to the regional homelessness issues and provides policy direction to the SGVCOG Governing Board.	1st Wednesday of each month at 8:30 a.m.	SGVCOG Monrovia Office 1333 S. Mayflower Ave., Suite 360 Monrovia, CA 91016	None

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of Parks & Recreation Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2025-118-3706 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS AND RECREATION COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2028" reading by title only and waiving further reading thereof.

Administrative Action:

Submitted by:

Theresa Olivares, Assistant City Manager

Prepared by:

Laura Nieto, Chief Deputy City Clerk

Approved by:

Julian A. Miranda, City Manager

Background and Analysis:

The terms for Parks & Recreation Commissioners Michelle Duran and Carmen Roman will expire on December 31, 2025. Notices were sent to City Councilmembers, Commissioners and residents,

pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the posted deadline of Monday, December 1, 2025 (in order received). Pursuant to Resolution No. 2020-60-3220, no late applications were received.

Michelle Duran
Patricia Gonzales
Carmen Roman
Margie Caldera

Pursuant to Ordinance No. 777 and IMC Section 2.30.050, each member of a City board or commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

It would be appropriate for the City Council to make two appointments to the Parks & Recreation Commission, for three-year terms expiring December 31, 2028.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2025-118-3706
2. Michelle Duran
3. Patricia Gonzales
4. Carmen Roman
5. Margie Caldera

RESOLUTION NO. 2025-118-3706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PARKS & RECREATION COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2028

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.30.050, the following are appointed to the Parks & Recreation Commission of the City of Irwindale, to serve terms of office to commence January 1, 2026, and to expire on December 31, 2028.

_____

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this _____ day of December 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, do hereby certify that the foregoing Resolution No. 2025-118-3706 was adopted at a regular meeting of the Irwindale City Council held on the ____ day of December 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

RECEIVED
1:19 pm
NOV 04 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Parks & Recreation Commission
(print or type name of one Board or Commission)

Name: Michelle Duran

Address: [redacted]

Occupation: Licensing Specialist

Employer: Henkels & McCoy West, LLC

Address: [redacted]Pomona, CA 91766

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 19 Registered Voter? Yes

Educational background / degree: Construction Contract Law

Licenses or Special Certificates: Jr. Accountant Certification

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Currently serving as Parks & Recreation Commissioner, and Served 2 terms as an ICF Board Memb

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I enjoy working with the staff and leadership as we collectively improve and develop new ideas and direction to best serve our community and its residents.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I believe I'm an excellent candidate as a Parks & Recreation Commissioner I come to you without a political agenda only a love for my community ar to best serve, all its residents of all ages.

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? I've applied for the Parks & Recreation Commission ICF Board Member and Planning Commission seats the past.

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I possess 35+ years of experience working with municipalities and have worked as a resident representative board member had the opportunity to work closely with the City Council, City Manager, and City Clerk. Additionally, I am completely invested in our community improvement and development due to my love for our beautiful city.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/04/25

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Application for:
(Select All That Apply)

- [X] Parks & Recreation Commission
- [X] Planning Commission
- [X] Senior Citizen Commission

RECEIVED
NOV 13 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: All of the above
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: [redacted], Irwindale, CA 91706

Occupation: Not Applicable - Retired

Employer: N/A

Address:

Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: 20 Registered Voter? yes

Educational background / degree: Bachelor/Masters Organizational Leadership

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served) and the year served. 2021-2024 - Senior Commission
2013 - 2015, Planning Commission

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To be apart of the city's growth and assist in the decisions regarding the community. As a resident I am able to participate in many of the activities which will allow me to be objective and knowledgeable regarding decisions made for the community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) As a resident with no family ties, I am able to remain objective in all items decided on and discussed.

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Served as a negotiator for SEIU 721 union employees in the City of Pico Rivera. I am able to understand and speak clearly. I research all items brought to my attention. As a former employee for another city, I am very knowledgeable with programs, budget and the inner workings of city government

CERTIFICATION

By initialing below, I certify:

MM I am a registered voter in the City of Irwindale
MM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: Nov. 9, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED

NOV 19 2025

CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

Application for:
(Select All That Apply)

- [X] Parks & Recreation Commission
- [ ] Planning Commission
- [ ] Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PARKS + RECREATION COMMISSION
(print or type name of one Board or Commission)

Name: CARMEN M. ROMAN

Address: [redacted] IRWINDALE CA 91706

Occupation: MENTAL HEALTH WORKER

Employer: BRIDGES, INC.

Address: [redacted] EL MONTE CA 91732

Home Phone: [redacted] Business Phone: [redacted]

Years in Irwindale: 55 YEARS Registered Voter? YES

Educational background / degree: MENTAL HEALTH/DRUG & ALCOHOL REHAB SRVS.

Licenses or Special Certificates: DRUG & ALCOHOL COUNSELOR/ DOMESTIC VIOLENCE COUNSELOR

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. PLANNING COMMISSIONER 1/1/2010 - 12/31/2014
PARKS & RECREATIONAL COMMISSIONER/VICE CHAIR 1/1/2023 - PRESENT

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I LOVE CONTRIBUTING & MAKING A DIFFERENCE IN OUR COMMUNITY AS A TEAM MEMBER REACHING OUR RECREATIONAL NEEDS, CURRENT and FUTURE; ALSO MAKING FUN & HEALTHY SERVICES ACCESSIBLE TO ALL RESIDENTS and GUESTS.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I AM A SERVICE-ORIENTED, HIGHLY MOTIVATED RESIDENT WITH OUR CITY'S HEART and COMMUNITY BEING MY MAIN FOCUS. WORKED ON PARK IMPROVEMENT PROJECT PHASES IV & V; SWIMMING POOL IMPROVEMENT PROJECT.

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? PLANNING and PARKS & RECREATION COMMISSIONS

Rec'd 11/18/25 @ 3:37 pm

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I HAVE VOLUNTEERED FOR SEVERAL YEARS, AT OUR REC. DEPT, AT OLG CHURCH, WITH CHILDREN & ADULTS WITH ALL ABILITIES; I SAT ON OVERSIGHT COMMITTEE AT MT. SAC COLLEGE. I'M ENERGENIC AND INVOLED IN OUR CITY FOR 50+ YEARS.

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
X I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Carmen M. Roman Date: November 19, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

To whom it may concern:
I would like to write some of my accomplishments and projects worked on as a Park and Recreation Commissioner/Vice Chair.

As part of this Team, we have updated and implemented a Code of Conduct Policy, which includes a strong "No bullying" section with consequences for patrons.

We review department budgets for Recreation and Pool Center at the first of year and at end of fiscal year to determine if increases or changes are necessary due to yearly programming. We then present this report to Council for their review, changes, approval or denial. (We have been laxed by not including Teeny/Tiny Tots Program budget due to oversight. However, we will now include this department to make sure their needs are being met and updated.)

We have implemented a "No Kid Left Behind" Policy, which entails a lot of work with other departments and including a report to Council for approval, changes or denials.

We have updated transparency reports through departments that now record all incidents from very small, such as scraped knees, bandages used, bumps/lumps (ice packs) while children are playing. We also hear about police calls to departments, near drownings, life guard jump-ins and vandalism.

Our Rockability Program has increased in popularity, participation and has gone from hosting one event quarterly to Monthly events with assistance from CIF and Council.

We have requested improvements on our new Horseshoe Pit, which have all been made. This Pit has gone from almost no use to a weekly gathering with residents and guests enjoying potlucks, fresh air and fun; more proof that parks make life better.

I continue to listen to and bring forth every question, request and concern given to me by our Community and Public - to be discussed within this Commission and regardless if it is a great idea or an uncomfortable matter.

It has been my pleasure and honor working in this particular commission whose main focus and mantra is "Parks Make Life Better." This proves to be true in Irwindale. I hope you will consider me to continue in this important position and let me continue to be involved in this oversight, growth, improvements, keeping our parks beautiful and utilized every day. I have brought forth some of the topics above on my own, but have worked on every one of them with my colleagues. I ask that you please let me continue the important work I do as part of this Team. Thank you, in appreciation.

Carmen M. Roman, Vice Chair
Parks + Recreation Commission
RESUME ON FILE.

RECEIVED
DEC 0 1 2025
CITY OF IRWINDALE
CITY CLERKS DEPT.
3:39pm

Application for:
(Select All That Apply)
- [x] Parks & Recreation Commission
- [ ] Planning Commission
- [ ] Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: PARKS & REC
(print or type name of one Board or Commission)

Name: MARGIE C. CALDERA

Address: [redacted] IRWINDALE CA 91706

Occupation: PHLEBOTOMIST LTA II

Employer: City of Hope

Address: [redacted] DUARTE, CA 91010

Home Phone: ([redacted] Business Phone: ( )

Years in Irwindale: 45 Registered Voter? YES

Educational background / degree: MEDICAL ASSISTANT DIPLOMA, ASST. BUSINESS MANAGEMENT DIPLOMA, H.S. DIPLOMA

Licenses or Special Certificates: CPR/BLS CERTIFIED

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. SEIU-UHW EXECUTIVE BOARD 2000-CURRENT
SEIU-UHW EXECUTIVE COMMITTEE 2023-CURRENT
(HEALTHCARE WORKERS UNION)

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) AS A 45 YEAR IRWINDALE CITIZEN, I WOULD LIKE TO TAKE PART IN BEING MORE INVOLVED AND ACTIVE IN OUR CITY. I GREW UP WITH OUR PARKS & REC & WOULD LOVE TO GIVE BACK TO THE COMMUNITY THAT SHOWED ME WHAT A GREAT CITY'S CHILDHOOD I EXPERIENCED!

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I FEEL THAT BEING OPEN, HONEST AND HAVING TRANSPARENCY OF SUGGESTIONS WITH OUR BOARD WILL KEEP OUR CITY CURRENT, SAFE, AND OPEN TO NEW IDEAS TO CONTINUE A GREAT LEGACY HERE AT THE CITY OF IRWINDALE PARKS & REC'S FOR OUR KIDS & FAMILIES

Have you applied for a City Board or Commission before? Yes ____ No ✓

If so, which one? N/A

Application for Appointment
To Board or Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: As a 25+ seasoned Healthcare Worker its my specialty & in my heart to take care of the people around me! My experience being apart of SEIU-UHW has taught me to have voice & help one another! I work very well with others, adapt to change & willing to learn new experiences for the greater cause!

CERTIFICATION

By initialing below, I certify:

MC I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Margie Calderon Date: December 1st, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Thank you!

Item #15.C.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of Planning Commissioners

City Manager's Recommendation:

Adopt Resolution No. 2025-119-3707 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2029" reading by title only and waiving further reading thereof.

Administrative Action:

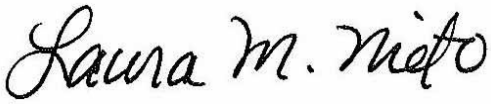
Submitted by:

Theresa Olivares, Assistant City Manager



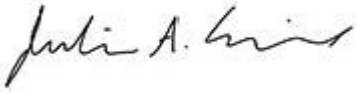
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The terms for Planning Commissioners Casey J. Miranda and Joseph V. Rodriguez II will expire on December 31, 2025. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the posted deadline of Monday, December 1, 2025(in order received). Pursuant to Resolution No. 2020-60-3220, no late applications were received.

Patricia Gonzales
Justin Kelly
Casey J. Miranda *(letter referenced in application was not received)*

Pursuant to Ordinance No. 777 and IMC Section 2.30.050, each member of a City board or commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

It would be appropriate for the City Council to make two appointments to the Planning Commission, for four-year terms expiring December 31, 2029.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2025-119-3707
2. Patricia Gonzales
3. Justin Kelly
4. Casey Miranda

RESOLUTION NO. 2025-119-3707

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING TWO (2) MEMBERS TO THE PLANNING COMMISSION OF THE CITY OF IRWINDALE FOR TERMS EXPIRING DECEMBER 31, 2029

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.30.050, the following are appointed to the Planning Commission of the City of Irwindale, to serve a term of office to commence January 1, 2026, and to expire on December 31, 2029.

_____

_____

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed member.

PASSED, APPROVED, and ADOPTED this _____ day of December 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, do hereby certify that the foregoing Resolution No. 2025-119-3707 was adopted at a regular meeting of the Irwindale City Council held on the _____ day of December 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Application for:
(Select All That Apply)

- [X] Parks & Recreation Commission
- [X] Planning Commission
- [X] Senior Citizen Commission

RECEIVED
NOV 13 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: All of the above
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: [redacted], Irwindale, CA 91706

Occupation: Not Applicable - Retired

Employer: N/A

Address:

Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: 20 Registered Voter? yes

Educational background / degree: Bachelor/Masters Organizational Leadership

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served) and the year served. 2021-2024 - Senior Commission
2013 - 2015, Planning Commission

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To be apart of the city's growth and assist in the decisions regarding the community. As a resident I am able to participate in many of the activities which will allow me to be objective and knowledgeable regarding decisions made for the community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) As a resident with no family ties, I am able to remain objective in all items decided on and discussed.

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Served as a negotiator for SEIU 721 union employees in the City of Pico Rivera. I am able to understand and speak clearly. I research all items brought to my attention. As a former employee for another city, I am very knowledgeable with programs, budget and the inner workings of city government

CERTIFICATION

By initialing below, I certify:

MM I am a registered voter in the City of Irwindale
MM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: Nov. 9, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
NOV 25 2025 3:05 pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

Application for:
(Select All That Apply)
- [ ] Parks & Recreation Commission
- [x] Planning Commission
- [ ] Senior Citizen Commission

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commission
(print or type name of one Board or Commission)

Name: Justin Kelly

Address: [redacted]

Occupation: Journeyman Inside Wireman / Electrician

Employer: Fisk Electric

Address: 15870 Olden St Sylmar CA 91342

Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: 19 Registered Voter? Yes

Educational background / degree: Highschool grad, State Certified electrician

Licenses or Special Certificates: General Certified Electrician CA State

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. parks & recreation Commision 2024, 2025

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I feel like its my civic duty to bring my knowledge and expertise to the community and ensure local decisions are made with thorough consideration of the citizens residents' best interests.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I am a forward-thinking individual who can help balance current needs with the long-term vision for our communities future, ensuring sustainable growth and development for all residents.

Have you applied for a City Board or Commission before? Yes X No ____

If so, which one? Planning & Parks & Rec

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: I have been in the trades for 15 years and have specialized in industrial and residential as well as commercial. I have also passed tests for city of Los Angeles to become a housing inspector.

CERTIFICATION

By initialing below, I certify:

JA I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: 11/25/25

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
DEC 0 1 2025 4:27 pm
CITY OF IRWINDALE
CITY CLERKS DEPT.

Application for:
(Select All That Apply)
- [ ] Parks & Recreation Commission
- [x] Planning Commission
- [ ] Senior Citizen Commission

IRWINDALE

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Planning Commissoner
(print or type name of one Board or Commission)

Name: Casey J Miranda

Address: [redacted]

Occupation: Marketer

Employer: 5GTV/MirandaMedia1

Address: [redacted]

Home Phone: ( ) [redacted] Business Phone: ( ) [redacted]

Years in Irwindale: 50 Registered Voter? YES

Educational background / degree: HS/ and some college

Licenses or Special Certificates: Real Estate and Insurance non current

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Current Irwindale Planning Commissioner
Current Board Member of Joseph Pepe Miranda Sports Scholarship and Grant Foundation

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) Please see attached letter

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Please see attached letter

Have you applied for a City Board or Commission before? Yes X No ____
If so, which one? Current Planning Commissioner

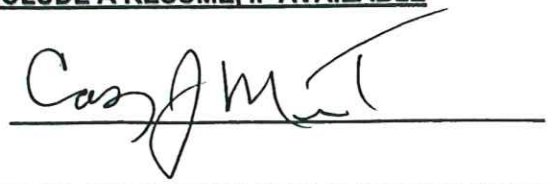
Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: * Please see attached letter

CERTIFICATION

By initialing below, I certify:

X I am a registered voter in the City of Irwindale
___ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature:  Date: 11/28/2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Item #15.D.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Appointment of a Senior Citizen Commissioner

City Manager's Recommendation:

Adopt Resolution No. 2025-120-3708 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE (1) MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR A TERM EXPIRING DECEMBER 31, 2028" reading by title only and waiving further reading thereof.

Administrative Action:

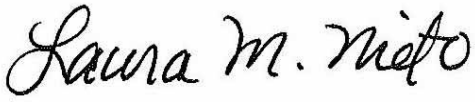
Submitted by:

Theresa Olivares, Assistant City Manager



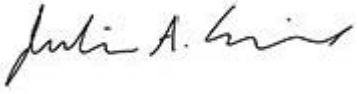
Prepared by:

Laura Nieto, Chief Deputy City Clerk



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The term for Senior Citizen Commissioner Christina Fraijo will expire on December 31, 2025. Notices were sent to City Councilmembers, Commissioners and residents, pursuant to Resolution No. 2007-01-2187; and the vacancies have been posted, pursuant to California Government Code Section 54970 (Maddy Act).

The following applications were submitted by the posted deadline of Monday, December 1, 2025 (in

order received).

Patricia Gonzales
Eloise Beltran

Pursuant to Resolution No. 2020-60-3220, the following late application was received:

Doloras Amador

Per Irwindale Municipal Code (IMC) Section 2.30.040(2)(A): “With respect to the Senior Citizen Commission, each member shall also be at least 50 years of age.” All applicants have certified on their applications that they meet the minimum age requirement for consideration of appointment to the Senior Citizen Commission.

Pursuant to Ordinance No. 777 and IMC Section 2.30.050, each member of a City board or commission shall be nominated to fill a position on the commission. The first nomination to fill a vacancy shall be made by the mayor. If the first nominee fails to receive three affirmative votes of the city council, subsequent nominations may be made by any member of the city council, excluding the mayor. In the event no nominee receives three affirmative votes, after all members of the city council have made a nomination, the mayor may then make another nomination, followed by all members of the city council. Nominations shall continue to be made in such order (mayor first, remaining councilmembers next) until a nominee is approved by three affirmative votes. The first nominee to be approved by not less than three members of the city council evidenced by a resolution duly introduced and passed by not less than three affirmative votes thereon shall be appointed to the commission.

It would be appropriate for the City Council to make an appointment to the Senior Citizen Commission, for a three-year term expiring December 31, 2028.

Fiscal Impact:

There is no fiscal impact associated with this action.

Attachments:

1. Resolution No. 2025-120-3708
2. Patricia Gonzales
3. Eloise Beltran
4. Doloras Amador

RESOLUTION NO. 2025-120-3708

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPOINTING ONE (1) MEMBER TO THE SENIOR CITIZEN COMMISSION OF THE CITY OF IRWINDALE FOR A TERM EXPIRING DECEMBER 31, 2028

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

Section 1. Pursuant to Irwindale Municipal Code Section 2.30.050, the following is appointed to the Senior Citizen Commission of the City of Irwindale, to serve a term of office to commence January 1, 2026, and to expire on December 31, 2028.

Section 2. The Chief Deputy City Clerk shall certify to the adoption of this Resolution and shall transmit a certified copy thereof to the newly appointed members.

PASSED, APPROVED, and ADOPTED this _____ day of December 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, do hereby certify that the foregoing Resolution No. 2025-120-3708 was adopted at a regular meeting of the Irwindale City Council held on the ____ day of December 2025, by the following vote of the Council:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Application for:
(Select All That Apply)

- [X] Parks & Recreation Commission
- [X] Planning Commission
- [X] Senior Citizen Commission

RECEIVED
NOV 13 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: All of the above
(print or type name of one Board or Commission)

Name: Patricia Gonzales

Address: [redacted], Irwindale, CA 91706

Occupation: Not Applicable - Retired

Employer: N/A

Address:

Home Phone: [redacted] Business Phone: ( )

Years in Irwindale: 20 Registered Voter? yes

Educational background / degree: Bachelor/Masters Organizational Leadership

Licenses or Special Certificates:

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served) and the year served. 2021-2024 - Senior Commission
2013 - 2015, Planning Commission

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To be apart of the city's growth and assist in the decisions regarding the community. As a resident I am able to participate in many of the activities which will allow me to be objective and knowledgeable regarding decisions made for the community.

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) As a resident with no family ties, I am able to remain objective in all items decided on and discussed.

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Planning and Senior Commissions

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Served as a negotiator for SEIU 721 union employees in the City of Pico Rivera. I am able to understand and speak clearly. I research all items brought to my attention. As a former employee for another city, I am very knowledgeable with programs, budget and the inner workings of city government

CERTIFICATION

By initialing below, I certify:

MM I am a registered voter in the City of Irwindale
MM I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: _____ Date: Nov. 9, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

RECEIVED
1:20 pm
DEC 01 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Citizen Commission
(print or type name of one Board or Commission)

Name: Eloise K Beltran

Address: [redacted] Irwindale CA 91706

Occupation: Retired Senior Center Manager

Employer: City of Irwindale

Address: 5050 N. Irwindale Ave. Irwindale CA 91706

Home Phone: [redacted] Business Phone: ( ) —

Years in Irwindale: 55 years Registered Voter? Yes

Educational background / degree: High School - 12th grade Graduated

Licenses or Special Certificates: —

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. —

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) I want To Serve on The Commission because I am Passionate about Contributing To The growth and well-being of our community. I believe That active Participation in Public Service helps Create Postive Change, and I would like To use my experience To support Policies and Programs that benefit our older Adult Residents

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) I would make a good Commissioner because I Care deeply about The well-being of our older Adults and understand The importance of Collaboration. I work well with others, Value diverse opinions, and always aim To find Solutions.

Have you applied for a City Board or Commission before? Yes ____ No X

If so, which one? ____

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Through my involvement in The Senior Community Programs and manager of The Senior Center. I've developed leadership and collaboration skills that would be valuable. My interest lies in strengthening our Senior Community.

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Elaine B [illegible] Date: 11-24-25

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Application for:
(Select All That Apply)

- [ ] Parks & Recreation Commission
- [ ] Planning Commission
- [x] Senior Citizen Commission

RECEIVED
10:36 Am
DEC 03 2025
CITY OF IRWINDALE
OFFICE OF THE CITY CLERK

APPLICATION FOR APPOINTMENT TO BOARD OR COMMISSION

List the Board or Commission applying for: Senior Commision
(print or type name of one Board or Commission)

Name: Dolores Amador

Address: [redacted]

Occupation: Retired

Employer: N/A

Address: N/A

Home Phone: ( ) N/A [redacted] Business Phone: ( ) N/A

Years in Irwindale: 40 Registered Voter? Yes

Educational background / degree: Citrus - Train not graduated

Licenses or Special Certificates: None Previous are Expired

List any Irwindale, Los Angeles County, or other City committee, board or commission on which you presently serve or have served, and the year served. Planning Commision Retired (approx 2014) Irwindale

Please answer the following questions completely

What are your reasons for wanting to serve on the Board or Commission? (Use additional paper, if necessary.) To Be more informed on Senior Center Current employees are very helpful

Why do you feel that you would make a good Board Member or Commissioner? (Use additional paper, if necessary.) Help to continue the high quality of Activities - AND forward suggestions I hear from Seniors of the Seniors

Have you applied for a City Board or Commission before? Yes ✓ No ____
If so, which one? Planning Commission

Abilities, experiences, and interest which you believe would contribute to your participation in municipal government: Help to continue the High quality of Service we have - Bring up Suggestion I hear from other Seniors

CERTIFICATION

By initialing below, I certify:

DR I am a registered voter in the City of Irwindale
____ I meet the minimum age requirement of 50 years *(if applying for the Senior Citizen Commission)*

PLEASE INCLUDE A RESUME, IF AVAILABLE

Signature: Deloras Braden Date: Dec. 3, 2025

ALL DATA SUPPLIED ON THIS APPLICATION IS CONSIDERED PUBLIC INFORMATION.

Return application to: **Chief Deputy City Clerk**
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Please contact the Chief Deputy City Clerk at 626-430-2202 if you have any questions.

Item #15.E.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Presentation on the Proposed Purchase of an Armored Vehicle for the Irwindale Police Department

City Manager's Recommendation:

Receive presentation on the proposed purchase of an armored vehicle for the Irwindale Police Department.

Administrative Action:

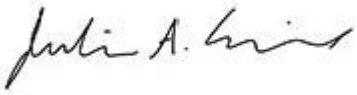
Submitted/Prepared by:

Chris Hofford, Chief of Police



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

Modern best practices in policing requires that staff continually assesses the state of equipment available to officers of the Irwindale Police Department (IPD). The IPD has identified the need to enhance its operational capabilities in responding to high-risk situations, including armed barricade situations, active shooter incidents, hostage scenarios, and civilian rescue during times of man-made or natural disasters.

The Lenco BearCat is the industry standard for a modern, tactical armored vehicle. It is widely used by police officers across the United States. It is the only vehicle on the market that provides the high level of ballistic protection - up to and including the .50 BMG round - that is available in the configuration needed and with the options desired. Designed to provide ballistic protection, rapid deployment capabilities, and enhanced personnel safety, the BearCat is engineered to withstand small arms fire, improvised explosive devices, and other high-risk threats encountered in urban and suburban

operational environments.

The acquisition of a BearCat is aligned with the department's commitment to public safety and officer preparedness, offering both tactical and non-tactical applications, such as civilian evacuations, disaster response, and community support operations during high-risk events.

The BearCat's armor plating and ballistic protection significantly reduce the risk of injury during high-threat operations. This capability allows officers to approach potentially dangerous situations with a lower risk profile. In hostage, barricade, or active shooter situations, the BearCat can be used to evacuate civilians from danger zones, providing a safe barrier between threats and the public.

Beyond tactical operations, the vehicle is suitable for disaster response, including flood or mud evacuations, and can transport emergency personnel and supplies safely through hazardous conditions.

Fiscal Impact:

The presentation will have no impact on the General Fund.

Attachments:

None

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Public Hearing Regarding Adoption of an Urgency Ordinance to Approve the Irwindale Police Department's Updated Military Equipment Inventory Mandated by AB 481

City Manager's Recommendation:

Conduct the duly noticed public hearing, and adopt an urgency ordinance by title only, waiving further reading Ordinance No. 812 entitled, "URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937(B) APPROVING AND ADOPTING INVENTORY UPDATES OF MILITARY EQUIPMENT POLICY AS PART OF THE IRWINDALE POLICE DEPARTMENT POLICY MANUAL IN COMPLIANCE WITH ASSEMBLY BILL 481"

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. The Irwindale Police Department ("IPD") seeks City Council's renewed approval of the attached Military Equipment Use Policy – IPD Manual Policy 705 (Attachment A), to allow IPD to continue to use the vital equipment specified therein.

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. At the meeting of September 10, 2025, the CIty Council received the Annual Report on Military Equipment and scheduled tonight's public hearing, which is mandated by AB 481, so that community members can pose questions or provide input regarding this topic.

IPD's Military Equipment Policy, attached, contains a full and current inventory of all military equipment presently owned by the City.

Fiscal Impact:

There is no fiscal impact.

Attachments:

1. Policy 705 Military Equipment
2. 2025 Military Equipment Inventory and Use
3. ORDINANCE NO 812

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.

Copyright Lexipol, LLC 2025/08/18, All Rights Reserved.
Published with permission by Irwindale Police Department

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:

Copyright Lexipol, LLC 2025/08/18, All Rights Reserved.
Published with permission by Irwindale Police Department

(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.

Copyright Lexipol, LLC 2025/08/18, All Rights Reserved.
Published with permission by Irwindale Police Department

(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.

Copyright Lexipol, LLC 2025/08/18, All Rights Reserved.
Published with permission by Irwindale Police Department

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.

ORDINANCE NO. 812

URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36937(B) APPROVING AND ADOPTING INVENTORY UPDATES OF MILITARY EQUIPMENT POLICY AS PART OF THE IRWINDALE POLICE DEPARTMENT POLICY MANUAL IN COMPLIANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, Assembly Bill 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code section 7070, et. seq., requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070 subdivision (c); and

WHEREAS, the Irwindale Police Department is in possession of certain items of equipment that may qualify as "military equipment" under Assembly Bill 481. Items deemed to be "military equipment" by AB 481 do not necessarily indicate that the items are only used by the military. Items deemed "military equipment" are used as a component of overall best practices by law enforcement agencies throughout the country. These tools have been tested in the field and are used by agencies to enhance citizen and officer safety. Loss of these items would jeopardize the welfare of citizens and peace officers within the City of Irwindale and surrounding communities; and

WHEREAS, many of the items deemed to be "military equipment" by AB 481 are in fact employed by Irwindale Police Department and law enforcement agencies across the country in order to specifically reduce risk to community members. These items provide peace officers with the ability to safely resolve volatile situations which otherwise might rise to the level of a lethal force encounter. To that end, the items at issue in this report and accompanying Military Equipment Use Policy also provide Irwindale Police Department with vital tools that facilitate compliance with its stringent use of force policy; and

WHEREAS, Assembly Bill 481 requires that a law enforcement agency possessing and using such qualifying equipment prepare a publicly released, written, military equipment use policy. The policy must be a document covering the inventory, description,

purpose, use, acquisition, maintenance, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the military equipment use policy for continued or future funding, acquisition, or use of military equipment within its jurisdiction only if it makes the determinations specified in Government Code Section 7071 subdivision (d); and

WHEREAS, the military equipment use policy and supporting information must, upon adoption by ordinance, thereafter be approved by the City Council by ordinance and reviewed annually; and

WHEREAS, the proposed military equipment use policy, including military equipment inventory, was prepared by the Irwindale Police Department and identified as "IPD Policy 705 — Military Equipment Policy" ("Policy 705"); and

WHEREAS, the updated Irwindale Police Department's Policy 705 was published on the Irwindale Police Department's internet website at the following address: https://www.irwindaleca.gov/360/Department-Policies on July 2, 2025, in compliance with Government Code Section 7071 subdivision (b); and

WHEREAS, the Irwindale Police Department's Policy was presented to City Council on September 10, 2025; and

WHEREAS, the Irwindale Police Department's Policy meets the requirements of California Government Code Section 7070 subdivision (d); and

WHEREAS, the City of Irwindale City Council, having received the information required under Assembly Bill 481 regarding the Irwindale Police Department's use of military equipment as defined in said law, and making the specified determinations required under Government Code Section 7071 subdivision (d), desires to deem it in the best interest of the City to approve the Irwindale Police Department's Military Equipment Use Policy as set forth herein.

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

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

SECTION 2. The Irwindale Police Department "IPD Policy 705 — Military Equipment Use Policy," and this Ordinance were noticed in accordance with the Ralph M. Brown Act, considered by the City Council as an agenda item in an open session of a regular meeting, and at which time public comment was permitted.

SECTION 3. This Ordinance is adopted pursuant to the provisions set forth in Government Code Section 36937(b) and takes effect December 10, 2025, for the preservation of the public peace, health, and safety. The City Council of the City of Irwindale finds, by a minimum 4/5 vote of its membership, that there is a significant public interest in ensuring that law enforcement continues to have access to equipment that will provide peace officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. Loss of these items would pose an immediate threat to the public health, safety, and welfare because there is an immediate need to protect the welfare of citizens and peace officers within the City of Irwindale and surrounding communities. The use of the tools and equipment identified in the Equipment Use Policy are vital to Irwindale Police Department's mission and will continue to be strictly regulated through internal processes and oversight. The policy ensures that there are safeguards, including transparency, oversight, and accountability measures in place.

SECTION 4. The Irwindale Police Department "IPD Policy 705 — Military Equipment Use Policy," attached hereto, is approved, adopted, and hereby deemed renewed. Based on the findings and recitals above as incorporated herein, the City Council determines as follows:

1. The Irwindale Police Department's Military Equipment Use Policy is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

2. The Irwindale Police Department's Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties, as set forth above.

3. The military equipment identified in the Irwindale Police Department's Military Equipment Use Policy is reasonably cost effective compared to available alternatives that can achieve the same objectives of officer and civilian safety.

4. Prior use of military equipment by the Irwindale Police Department complied with the Military Equipment Use Policy although it was not yet in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

5. The Irwindale Police Department's Military Equipment Use Policy, Policy 705, setting forth the City's military equipment use policy is approved and adopted, as may be amended from time to time subject to the following future compliance requirements:

a. The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use.

b. The Irwindale Police Department shall submit an annual military equipment report to the City Council, containing the information required in Government Code Section 7072, and the City Council shall determine whether each type of military equipment identified in that report has complied with the standards for approval set forth in (1)-(4) above.

c. The City Council shall review this ordinance, and vote on whether to renew it, on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(1).

SECTION 5. The City Manager is hereby authorized to execute all documents and to perform all other acts necessary to implement this Ordinance.

SECTION 6. The City Council of the City of Irwindale hereby finds that all legal prerequisites to the adoption of this ordinance have occurred. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each of every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. This ordinance shall take effect immediately as an urgency ordinance pursuant to the provisions set forth in Government Code Section 36937(b) and qualifying minimum of 4/5 vote of the City Council.

SECTION 8. The Chief Deputy City Clerk shall certify the passage of this urgency ordinance and shall cause the same to be posted in accordance with law.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2025

_____

Larry G. Burrola, Mayor

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

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

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, California, do hereby certify the renewal of Ordinance No. 812 was duly approved at a regular City Council meeting held on the 10th day of September, 2025, by the following roll call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ATTEST:

_____
Laura Nieto
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS **JULY 23, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:32 P.M.**

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

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

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Councilmember Ambriz, seconded by Mayor Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 19A
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2025

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2025 — The Investment Quarterly Report for Fiscal Quarter ending June 30, 2025, was received and filed.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:32 p.m.

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

Electronic Payments

Successor Agency

November 2025

November 1 - 30, 2025

Number	Vendor Name	Date	Amount
WFB - 84	2006 Sub Lien TA Refunding Bond	11/5/2025	1,402,732.86
		Report Total:	1,402,732.86

Item #21.C.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Chair and Members of the Successor Agency Board

From: Julian A. Miranda, Executive Director

Issue: Consideration of Resolution No. SA 2025-109-3697 of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for July 1, 2026 through June 30, 2027

City Manager's Recommendation:

Adopt Resolution No. SA 2025-109-3697 entitled "A Resolution of the City Council of the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency Approving a Recognized Obligation Payment Schedule and Administrative Budget for The Twelve-Month Fiscal Period Beginning July 1, 2026 and Ending June 30, 2027."

Administrative Action:

Submitted / Prepared / Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer

Reviewed by:

Adrian R. Guerra, General Counsel

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

Health and Safety Code ("HSC") Sections 34177(l) and 34177(o) require the Successor

Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") to prepare and submit a Recognized Obligation Payment Schedule ("ROPS"), prior to each 12-month fiscal period, to the Oversight Board, County Auditor-Controller, State Controller's Office ("SCO"), and State Department of Finance ("DOF") for review and approval. For the ROPS period of July 1, 2026 to June 30, 2027 ("ROPS 26-27"), the statute requires that an Oversight Board-approved ROPS be submitted electronically to the DOF no later than February 1, 2026.

The ROPS provides the Successor Agency's enumeration and estimates of outstanding enforceable obligations for the upcoming 12-month ROPS period beginning July 1, 2026, and derives the amount of funds that may be available in past ROPS carryover and other cash balances for future payments.

The ROPS 26-27 will serve as the final ROPS to be submitted by the Successor Agency, as all outstanding obligations are scheduled to be paid off during the first half of this period. Upon completion of the final payments, the Successor Agency will commence the dissolution process.

ROPS 26-27 Enforceable Obligations

The ROPS 26-27 contains the same enforceable obligations listed on the last ROPS, except the 2006 Subordinate Lien Tax Allocation Bonds, 2014 Tax Allocation Refunding Parity Bonds, and 2014 Taxable Housing Tax Allocation Refunding Parity Bonds, which were paid off in the ROPS 25-26 period. The ROPS 26-27 line items include the following:

- Debt service on 2005 Taxable Housing Parity Bonds and 2006 Tax Allocation Refunding Parity Bonds **(Line Items #3 and #4)**
- Bond-related costs, including fiscal agent fees, bond arbitrage calculation fees, and continuing disclosure costs **(Line Items #7, #8, and #34)**
- Administrative allowance **(Line Item #13)**, which is limited to the greater of $250,000 per year, or 3 percent of the Redevelopment Property Tax Trust Fund ("RPTTF") distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. However, the administrative allowance cannot exceed 50 percent of RPTTF distributed in the prior fiscal year, excluding the administrative allowance and any City/former redevelopment agency loan repayments. In the Successor Agency's case, the maximum allowable ROPS 26-27 administrative allowance is $250,000, which is the amount being requested. Pursuant to HSC Section 34177(j), the Successor Agency prepared a Fiscal Year 2026-27 Administrative Budget. The Administrative Budget is included as Exhibit B to the resolution.

ROPS 26-27 Cash Balance

The Successor Agency is required to calculate the amount of funds that may be available in past ROPS carryover and other cash balances for future payments. If the Successor Agency spent less than it estimated in prior ROPS periods or currently has funds from revenue received apart from the ROPS process (such as rent income, interest, and property sales proceeds), fund balances should be used to pay for enforceable obligations and, pursuant to Assembly Bill 1484, the DOF will decrease the distribution of RPTTF to the Successor Agency

for a future ROPS period by the surplus amount.

The ROPS 26–27 cash balance reconciliation is based on activity in the ROPS 23-24 period. As reported on the Cash Balances tab of the ROPS 26-27 form, the Successor Agency had $430,454 of cash as of the end of the ROPS 23-24 period that is available to be spent in the ROPS 26-27 period. The DOF will ensure that the Successor Agency's approved ROPS 26-27 distribution amount accounts for the cash that the Successor Agency already has available to be spent in the ROPS 26-27 period.

DOF Review

Upon submittal of an Oversight Board-approved ROPS, the DOF has 45 days to make its determination of the enforceable obligations, including amounts and funding sources. Within five business days of the DOF's determination, the Successor Agency may request additional review and an opportunity to meet and confer on disputed items. The DOF has up to 15 days prior to the date for property tax distribution to make its final decision. The RPTTF distribution date for ROPS 26-27A is on or about June 1, 2026. The Successor Agency is not requesting a ROPS 26-27B RPTTF distribution, as all outstanding obligations are scheduled to be paid off during the ROPS 26-27A period.

Fiscal Impact:

Approval of the ROPS is necessary for the Successor Agency to continue making payments on indebtedness, contracts, and other enforceable obligations. Overall, the Successor Agency is requesting $279,000 of RPTTF to fund enforceable obligations due in the ROPS 26-27 period. Residual RPTTF revenues would be apportioned by the County Auditor-Controller to affected taxing agencies based on each entity's share of the property tax levy.

By not adopting the ROPS, the Successor Agency would risk defaulting on loans and other debt agreements, and not being able to fund certain expenses and operations, which would also impact the City's General Fund. Furthermore, failure to submit a Countywide Oversight Board-approved ROPS to the State will also result in a penalty of $10,000 per day assessed against the City (as the City, not as the Successor Agency) for each day the ROPS is late. By utilizing non-RPTTF monies to pay for ROPS 26–27 obligations, the Successor Agency will increase the amount of residual RPTTF that the City will collect from the County Auditor-Controller, which is roughly 10 percent of the total residual pool of monies.

Attachments:

1. Successor Agency ROPS 26-27 RESOLUTION
2. Irwindale ROPS 26-27 (12.1.2025)
3. Successor Agency Admin Budget 26-27

SUCCESSOR AGENCY RESOLUTION NO. 2025-109-3697

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINISTRATIVE BUDGET FOR THE TWELVE-MONTH FISCAL PERIOD BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session ("ABX1 26") (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the "Successor Agency" to the Irwindale Community Redevelopment Agency; and

WHEREAS, pursuant to Health and Safety Code Sections 34177(l) and 34177(o), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule ("ROPS") prior to each twelve-month fiscal period, in a manner prescribed by the California Department of Finance ("DOF"), and submit the ROPS to an oversight board, the Los Angeles County Auditor-Controller, the State Controller's Office, and the DOF for review and approval; and

WHEREAS, Assembly Bill 1484 ("AB 1484") and Senate Bill 107 ("SB 107") established procedural requirements for the preparation, review, and approval of ROPS by the Successor Agency, including clarifications regarding "enforceable obligations"; and

WHEREAS, pursuant to Section 34177(j), the Successor Agency's "Administrative Budget" is to include all of the following: (a) estimated amounts of the Successor Agency's administrative costs for the upcoming twelve-month fiscal period; (b) the proposed sources of payment for the costs identified in (a); and (c) proposals for arrangements for administrative and operations services provided by the city serving as Successor Agency; and

WHEREAS, Exhibit "A" to this resolution establishes a ROPS and administrative budget for the twelve-month fiscal period beginning July 1, 2026 and ending June 30, 2027, in a manner consistent with that prescribed by the DOF.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of ROPS and Administrative Budget. The City of Irwindale as Successor Agency hereby approves the Recognized Obligation Payment Schedule and Administrative Budget for the twelve-month fiscal period beginning July 1, 2026 and ending June 30, 2027, in substantially the form attached hereto as Exhibits A and B, as required by ABX1 26, AB 1484, and SB 107.

Section 3. **Transmittal to Appropriate Agencies.** The Executive Director is hereby authorized and directed to transmit, by mail or electronic means, a copy of the ROPS to the County of Los Angeles' First District Consolidated Oversight Board, Los Angeles County Auditor-Controller, State Department of Finance, and the State Controller's Office, as prescribed by statute.

Section 4. **Technical Revisions.** The Executive Director is hereby authorized and directed to use discretion to make any necessary technical revisions to the ROPS and Administrative Budget prior to submittal to the appropriate reviewing bodies.

_____
, 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. SA 2025-109-3697 was duly and regularly passed and adopted by the Successor Agency of the City of Irwindale at its regular meeting held on the 10th day of December 2025, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

_____
Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT “A”

RECOGNIZED OBLIGATION PAYMENT SCHEDULE
JULY 1, 2026 – JUNE 30, 2027

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Irwindale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ 3,810,251**	**$ -**	**$ 3,810,251**
B Bond Proceeds	-	-	-
C Reserve Balance	3,810,251	-	3,810,251
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 279,000**	**$ -**	**$ 279,000**
F RPTTF	29,000	-	29,000
G Administrative RPTTF	250,000	-	250,000
H Current Period Enforceable Obligations (A+E)	**$ 4,089,251**	**$ -**	**$ 4,089,251**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Irwindale
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$4,089,251		$4,089,251	$-	$3,810,251	$-	$29,000	$250,000	$4,089,251	$-	$-	$-	$-	$-	$-
3	2005 Taxable Housing Parity Bonds	Bonds Issued On or Before 12/31/10	08/02/2005	08/01/2026	US Bank National Association	2005 Taxable Housing Parity Bonds	Low/Mod Income	2,003,917	N	$2,003,917	-	2,003,917	-	-	-	$2,003,917	-	-	-	-	-	$-
4	2006 Tax Allocation Refunding Parity Bonds	Bonds Issued On or Before 12/31/10	07/17/2006	07/15/2026	US Bank National Association	2006 Tax Allocation Refunding Parity Bonds	Industrial Project Area	1,806,334	N	$1,806,334	-	1,806,334	-	-	-	$1,806,334	-	-	-	-	-	$-
5	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Bonds Issued On or Before 12/31/10	04/05/2005	06/01/2026	US Bank National Association	2006 Subordinate Lien Tax Alloc. Ref. Bonds	Industrial Project Area	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
7	Fiscal Agent Fees	Fees	08/02/2005	08/01/2026	US Bank National Association	Fees for Fiscal Agent Services	Industrial & Low/Mod Projects	20,000	N	$20,000	-	-	-	20,000	-	$20,000	-	-	-	-	-	$-
8	Bond Arbitrage Calculation	Fees	11/21/2002	08/01/2026	BLX Group, Willdan Financial Services	Fees for Bond Arbitrage Calculations	Industrial & Low/Mod Projects	5,000	N	$5,000	-	-	-	5,000	-	$5,000	-	-	-	-	-	$-
11	Reserve Obligations for Bonds	Reserves	11/21/2002	08/01/2026	US Bank National Association	Reserve Obligations for Bonds	Industrial & Low/Mod Projects	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
13	Successor Agency Administrative/ Operational Costs	Admin Costs	02/01/2012	08/01/2026	City of Irwindale	Payroll & benefits for employees, legal services, financial/ staffing consulting services, and overhead costs required for Agency wind-down/ transition as	Industrial Project Area	250,000	N	$250,000	-	-	-	-	250,000	$250,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	ROPS 26-27A (Jul - Dec)					26-27A Total	ROPS 26-27B (Jan - Jun)					26-27B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						detailed in Successor Agency Administrative Budget																
32	2014 Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/31/10	05/08/2014	07/15/2025	US Bank National Association	Bonds issued to fund non-housing projects	Industrial Project Area	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
33	2014 Taxable Housing Tax Allocation Refunding Parity Bonds	Bonds Issued After 12/31/10	05/08/2014	08/01/2025	US Bank National Association	Bonds issued to fund housing projects	Low/Mod Income	-	Y	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
34	Continuing Disclosure Costs	Fees	08/02/2005	08/01/2026	Willdan Financial Services	Continuing Disclosures for Bonds	Industrial&Low/Mod	4,000	N	$4,000	-	-	-	4,000	-	$4,000	-	-	-	-	-	$-

Irwindale
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.	6,193,054		7,106,889	1,585,266	87,906	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller	262,965			227,880	6,877,013	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**	2,688,925		5,751,680		2,416,251	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	3,767,094		1,355,209	1,472,844	4,458,515	
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			90,152	
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$340,302**	**$1**	

Irwindale
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
3	
4	
5	
7	
8	
11	
13	
32	
33	
34	

EXHIBIT B

SUCCESSOR AGENCY FISCAL YEAR 2026-27 ADMINISTRATIVE BUDGET

		Annual Budget
Administrative Staff Functions:		
Preparation of the annual Recognized Obligation Payment Schedules		
Administering approved enforceable obligation repayments of the Successor Agency		
Cash Reconciliation, Prior Period Adjustments, etc.		
Discuss ROPS issues with DOF or County		
OB Meetings - Staff meeting, preparation and discussion of reports		
SA Meetings - Staff meeting, preparation of Agenda, discussion of reports, etc.		
Correspondence with Bond Trustee, Bond Counsel, and Rating Agencies		
Procurement Process: Professional Services, etc.		
Review of related legislation (current or new)		
Discussion and Research with County		
State Controller's Office inquiries		
Accounting for Successor Agency		
Support auditors, prepare and review workpapers, respond to inquiries and findings, etc.		
Reporting Successor Agency Fiduciary Fund in ACFR		
Prepare Debt Service Schedule		
Enter Bond debt informationin DebtBook's Debt Management Module	$	180,000.00
Operational Expenditures:		
Legal Counsel		12,500.00
Audit Services and State Reporting		10,200.00
Professional Consulting Services		12,500.00
Debt Service Software & Administration		2,300.00
Bond Counsel		5,000.00
Property Tax Consulting & Administration		12,500.00
Overhead:		
Purchase check stock, ink, printer maintenance, bank fees finance software support, computers, copiers, other software, lease of space and utilities, payroll related costs, liability insurance premiums, etc.		15,000.00
Grand Total:	**$**	**250,000.00**

Personnel	Annual Salaries & Benefits	% Allocated	Annual Cost	Six Month Cost Admin Budget ROPS	Six Month Cost Admin Budget ROPS
City Manager	$ 378,816	5%	$ 18,941	$ 9,470	$ 9,470
Assistant City Manager	399,175	5%	19,959	9,979	9,979
Finance Director	275,691	10%	27,569	13,785	13,785
Finance Manager	306,863	10%	30,686	15,343	15,343
Accountant	142,491	9%	12,824	6,412	6,412
Senior Finance Analyst	207,226	5%	10,361	5,181	5,181
IT Manager	206,794	5%	10,340	5,170	5,170
Public Information Officer	269,823	5%	13,491	6,746	6,746
Management Analyst	155,854	5%	7,793	3,896	3,896
Chief Deputy City Clerk	202,147	9%	18,193	9,097	9,097
Admin. Staff	193,916	5%	9,696	4,848	4,848
Total Personnel			**$179,853**	$ 89,927	$ 89,927

Rounded up **$180,000**

IRWINDALE CITY COUNCIL CHAMBERS **JULY 23, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **8:33 P.M.**

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

ROLL CALL: Present: Board Members Albert F. Ambriz; Mark A. Breceda, Manuel R. Garcia; Vice Chair H. Manuel Ortiz; Chair Larry G. Burrola

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

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION A motion was made by Board member Ambriz, seconded by Chair Burrola, to approve the Consent Calendar. The motion was unanimously approved.

ITEM NO. 19A
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2025

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING JUNE 30, 2025

The Investment Quarterly Report for Fiscal Quarter ending June 30, 2025, was received and filed.

SPONTANEOUS COMMUNICATIONS There were no speakers.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 8:34 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #25.B.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Chair and Members of the Housing Authority Board

From: Julian A. Miranda, Executive Director

Issue: SB 341 Compliance Report for Fiscal Year (FY) 2024-2025

Executive Director's Recommendation:

Receive and file the SB 341 Compliance Report for FY 2023-2024 and direct that such report be filed with the City of Irwindale City Clerk's office and the California Department of Housing and Community Development.

Administrative Action:

Submitted / Prepared by:

Fernando Lopez, Housing Coordinator

Reviewed by:

Adrian R. Guerra, General Counsel

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

SB 341 Annual Report for Fiscal Year 2024-25

Senate Bill 341, which became law on January 1, 2014, requires "housing successors" – cities, counties, and housing authorities that have taken over housing functions for former redevelopment agencies to follow new expenditure and accounting rules beginning January 1, 2014. HSC Section 34176.1(f) requires housing successors to prepare a Housing Successor Compliance Report ("SB 341 Report") annually regarding the Low- and Moderate-Income Housing Asset Fund (LMIHAF). The purpose of this SB 341 Report is to provide the governing body of the Housing Successor with an annual report on the housing assets, activities and expenditures of the Housing Successor during the year, under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1. The SB 341 Report must be presented to the Housing Successor governing body within six months after the end of each fiscal year. This report, as well as the former redevelopment agency's Implementation Plan, must be posted on the City's website.

Housing Asset Fund Deposits and Ending Balance

At the close of FY 2024-25, the ending balance of the Housing Asset Fund was $6,160,598. During the five-year reporting period (July 1, 2019 through June 30, 2025), a minimum of 30% must be spent on rental housing for households earning 30% or less of the AMI (extremely-low-income) and a maximum of 20% may be spent on households earning between 60% and 80% of the AMI (low-income). In FY 2024–25, the Housing Authority spent $901,720 on the Las Casitas Senior Apartment leasehold interest acquisition. Based on the property's affordability mix, 36% of this expenditure benefits extremely low-income households and 20% contributes to low-income households.

Excess Surplus

HSC Section 34176.1 (d) defines excess surplus as "an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater." It has been determined that the Housing Authority does not have an excess surplus for FY 2024-25.

The Authority retained the services of LSL, LLP to perform the independent audit and RSG to prepare the SB 341 Report for Fiscal Year 2024-25. The totals in the Housing Successor Financial Statements represent the final numbers of the Housing Successor's financial position as of June 30, 2025. The report will be submitted to the California Department of Housing and Community Development as an attachment to the SB 341 Report.

Fiscal Impact:

An independent audit of the Irwindale Housing Successor is conducted annually, and this year's results are presented in the Irwindale Housing Successor Financial Statement Report attached as part of the SB 341 Report. In addition to this report, the Auditors also issue a report on internal control over financial reporting and on compliance and other matters. The purpose of this report is to obtain reasonable assurance that Housing Successor's financial statements are free from material misstatements. The results of their test disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

For the fiscal year ended June 30, 2025, the Fund Balance for the Housing Successor was $6,160,598.

Attachments:

1. Irwindale Housing Successor FY 2024-25 SB 341 Compliance Report

HOUSING SUCCESSOR COMPLIANCE REPORT

IRWINDALE HOUSING AUTHORITY

Report for Fiscal Year 2024-25

Prepared Pursuant to Health and Safety Code Section 34176.1

November 24, 2025

TABLE OF CONTENTS

INTRODUCTION 3

REDEVELOPMENT DISSOLUTION 3

ASSET TRANSFERS TO THE HOUSING SUCCESSOR 3

REPORTING REQUIREMENTS OF H&SC SECTION 34176.1(f) 4

LOW AND MODERATE INCOME HOUSING ASSET FUND 6

HOUSING ASSET FUND DEPOSITS AND ENDING BALANCE 6

EXPENDITURE REGULATIONS 7

EXPENDITURE SUMMARY 9

STATUTORY VALUE OF REAL PROPERTIES AND LOAN RECEIVABLES 10

MONEY TRANSFERS FOR JOINT PROJECTS 11

PROJECTS FUNDED THROUGH RECOGNIZED OBLIGATION PAYMENTS SCHEDULES 12

PROPERTY DISPOSITION COMPLIANCE 12

OUTSTANDING INCLUSIONARY AND REPLACEMENT HOUSING OBLIGATIONS 12

SENIOR HOUSING EXPENDITURE PROPORTIONALITY 13

EXCESS SURPLUS 13

INVENTORY OF HOMEOWNERSHIP UNITS 14

APPENDIX: 2024-25 IRWINDALE HOUSING SUCCESSOR INDEPENDENT AUDITORS' REPORT & BASIC FINANCIAL STATEMENTS 16

INTRODUCTION

REDEVELOPMENT DISSOLUTION

As a result of Assembly Bill ("AB") x1 26, all redevelopment agencies in California were dissolved on February 1, 2012. This change to property tax finance has resulted in the complete elimination of the major source of local, publicly generated dollars earmarked for affordable housing. Thus, housing authorities were left in a challenging position – the need for them is greater than ever, but a key funding source has been eliminated.

On August 27, 1987, the City Council of the City of Irwindale ("City Council") approved Resolution No. 87-15-1117, establishing the Irwindale Housing Authority ("Housing Authority"). The Housing Authority now administers housing assets transferred from the former Irwindale Community Redevelopment Agency ("ICRA") in 2012. The ICRA dissolved on February 1, 2012, pursuant to the Dissolution Act enacted by AB x1 26 and 1484 (Parts 1.8 and 1.85 of the California Health and Safety Code, or "H&SC"). Pursuant to Resolution No. 2012-09-2548, on January 11, 2012, the City of Irwindale ("City") elected to designate the Housing Authority as the "housing successor", an entity that accepts the housing assets and liabilities of a former redevelopment agency.

The Housing Authority thereby inherited all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the former ICRA. All former ICRA housing assets and liabilities were transferred to the Housing Authority through the Housing Asset Transfer Form submitted to the California Department of Finance ("DOF") on August 1, 2012. On September 5, 2012, the DOF issued a letter stating that it did not object to any of the transfers.

It is important to note that, although the Housing Authority inherited the ICRA's assets and functions, it does not have an ongoing financing mechanism to maintain them, like the ICRA had. The former ICRA primarily funded projects with Low and Moderate Income Housing Funds generated by redevelopment tax increment; this tool was abolished with the dissolution of redevelopment.

ASSET TRANSFERS TO THE HOUSING SUCCESSOR

According to H&SC Section 34176(e), housing assets may include the following:

- Real property
- Restrictions on the use of property
- Personal property in a residence

- Housing-related files
- Office supplies and software programs acquired for low- and moderate-income housing purposes
- Funds encumbered by an enforceable obligation
- Loans or grants receivable funded from the former Low and Moderate Income Housing Fund
- Funds derived from rents or operation of properties acquired for low- and moderate-income housing purposes
- Rents or payments from housing tenants or operators of low- and moderate-income housing
- Repayment of Supplemental Educational Revenue Augmentation Fund ("SERAF") loans

REPORTING REQUIREMENTS OF H&SC SECTION 34176.1(f)

Commencing January 1, 2014, H&SC Section 34176.1(f) requires the preparation of an annual report ("Housing Successor Compliance Report") for housing successors that received assets and other duties from a former redevelopment agency. Originally created by Senate Bill 341 ("SB 341") in the 2013-14 legislative session and later amended by subsequent legislation, the law describes the contents of these annual reports, as well as the context of this information relative to various compliance periods.

The purpose of the report is to provide the public information regarding the use of all former redevelopment agency housing assets, which are kept in a separate fund known as the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund" or "Housing Asset Funds").

For most housing successors, the annual report is prepared at the same time as the annual audit also required by law, and must contain the following information:

1. Total amount deposited in the Housing Asset Fund during the fiscal year
2. Statement of balance at the close of the fiscal year
3. Description of expenditures for the fiscal year, categorized as follows:
    a. Rapid rehousing for homelessness prevention (up to $500,000 per year allowable)
    b. Administrative and monitoring expenses (up to the greater of $200,000, adjusted annually commensurate to the change in the Consumer Price Index, or 5 percent of

the statutory value of real property owned by the housing successor and of loans and grants receivable allowable)

c. Development of affordable housing, which must be reported by the amount spent for each income group (extremely low-, very low-, and low-income)

4. Other "portfolio" balances

   a. Statutory value of any real property either transferred from the former ICRA or purchased by the housing successor; note that the housing successor may only hold property for five years

   b. Value of loans and grants receivable, including loans and grants transferred from the former ICRA and made by the housing successor

5. Descriptions of any transfers to another housing successor for a joint project

6. Description of any project still funded through the Recognized Obligation Payment Schedule ("ROPS")

7. Update on property disposition for any property owned more than five years or plans for property owned less than five years

8. Description of any outstanding production obligations of the former redevelopment agency that were inherited by the housing successor

9. Compliance with proportionality requirements (income group targets); compliance must be met for five-year periods

10. Percentage of deed-restricted rental housing restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of units assisted by these three agencies within the past 10 years

11. Amount of excess surplus, and if any, the plan for eliminating it

12. An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants, restrictions, or an adopted program that protects the investment of moneys from the Low and Moderate Income Housing Fund; the inventory must include the following information: number of units, any units lost since dissolution, any funds returned to the housing successor as a result of the program, and the name of any entity contracted to manage the units

LOW AND MODERATE INCOME HOUSING ASSET FUND

The Low and Moderate Income Housing Asset Fund replaces the former ICRA's Low and Moderate Income Housing Fund. The Housing Asset Fund includes all assets that were transferred from the ICRA to the Housing Authority via the Housing Asset Transfer Form, which included the following:

1. Real properties
2. Affordable housing covenants
3. Loan receivables
4. Supplemental Educational Revenue Augmentation Fund Loan repayments

HOUSING ASSET FUND DEPOSITS AND ENDING BALANCE

During Fiscal Year ("FY") 2024-25, the Housing Authority deposited $489,877 into the Housing Asset Fund. Table 1 details the sources of revenue. There were no deposits into the Housing Asset Fund related to the ROPS.

Fiscal Year 2024-25 Housing Asset Fund Deposits **Table 1**

Irwindale Housing Authority

Balance Type		Amount
Interest		239,227
Interest from Loans		-
Investment Unrealized Loss/Gain		27,309
Loan Repayments		219,482
Other & Miscellaneous Income		3,859
TOTAL	**$**	**489,877**

At the close of FY 2024-25, the ending balance in the Housing Asset Fund was $6,160,598, which is detailed by category in Table 2 below. No portion of the balance is being held for items listed on the ROPS.

Fiscal Year 2024-25 Housing Asset Fund Ending Balance **Table 2**

Irwindale Housing Authority

Balance Type		Amount
Cash		235,372
LAIF		4,547,895
Interest Receivable		54,817
Loans Receivable-Low/Mod Deferred/Forgivable		11,043,433
Deposits Receivable		15,000
Land Held for Resale		1,350,000
Unavailable Revenues - Housing Loans		(11,043,433)
Accounts Payable		(42,486)
Total	$	6,160,598

EXPENDITURE REGULATIONS

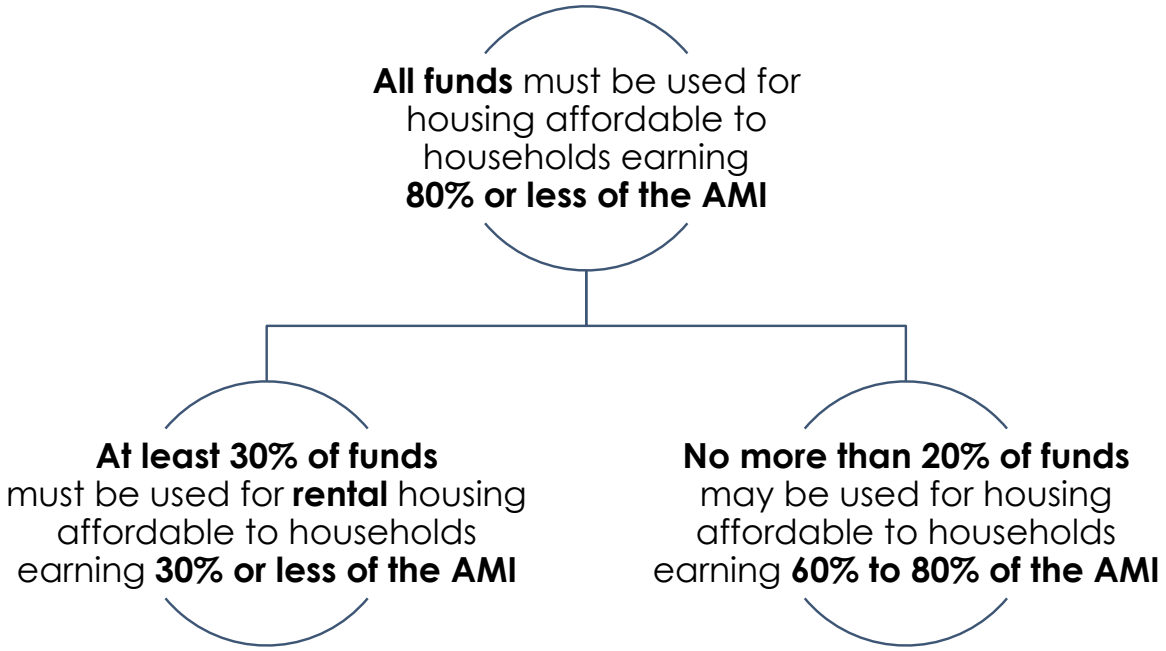
The law provides the following guidelines for expenditures from the Housing Asset Fund:

1. Administrative costs, which include housing monitoring expenses, are capped as the greater of $200,000 (adjusted annually commensurate with the change in the Consumer Price Index) or 5% of the statutory value of real property owned by the housing successor and of loans and grants receivable. In the Housing Authority's case, the latter is greater at $552,172.

2. As of FY 2024-25, a housing successor is authorized to spend up to $500,000 per year on rapid rehousing solutions for homelessness prevention if the housing successor has fulfilled the former ICRA's outstanding housing production requirements. At redevelopment dissolution, the former ICRA had an outstanding obligation of 12 replacement bedrooms, all of which the Housing Authority has since replaced. Thus, the Housing Authority is permitted to make expenditures on rapid rehousing. The Housing Authority did not make any expenditures on rapid rehousing in FY 2024-25.

3. Remaining expenditures must be spent to develop housing affordable to households earning 80% or less of the area median income ("AMI"). This means that no funding may be spent on moderate-income households, as was previously allowable by redevelopment law. Additionally, of the money expended, a minimum of 30% must be spent on rental housing for households earning 30% or less of the AMI ("extremely-low income"), and a maximum of 20%

may be spent on housing for households earning between 60% and 80% of the AMI ("low-income"). These limits are shown in the below graphic.



Failure to comply with the 30% extremely low-income requirement in any five-year period would result in the Housing Authority being required to expend 50% of remaining funds on extremely low-income rental units until in compliance. Exceeding the expenditure limit for households earning between 60% and 80% of the AMI in any five-year reporting period will result in the Housing Authority not being permitted to expend any funds on these income categories until in compliance.

Note that housing successors must report expenditures by household income category each year, but compliance is assessed every five years. For example, a housing successor could spend all funds in a single year on households earning between 60% and 80% of the AMI, as long as the amount spent on those households was 20% or less of the total expenditures during the entire five-year compliance period. The third compliance period is from FY 2024-25 through FY 2028-29. Thus, FY 2024-25 is the first year of the third five-year compliance period.

EXPENDITURE SUMMARY

The Housing Authority's administrative costs in FY 2024-25 at $410,143 were compliant with HCD's limit of $552,172, which represents 5% of the statutory value of real property owned by the housing successor and of loans and grants receivable.

The Housing Authority did not make any expenditures on rapid rehousing in FY 2024-25, therefore the limits are not applicable.

The Housing Authority expended approximately $902,000 on the purchase of the leasehold interest for the Las Casitas Senior Apartment Complex. The property is a mixed-income development originally constructed prior to the effective date of SB 341. The Housing Authority already owned the underlying property but purchased the leasehold interest to preserve affordability and maintain long-term control of the asset. The Authority also intends to rehabilitate the property to ensure quality housing for residents.

Table 3 below displays the income-level expenditure breakdown for this acquisition and administrative expenditures during FY 2024–25.

Housing Asset Fund Expenditures **Table 3**

Irwindale Housing Authority

	Expenses with Annual Limitations		Expenses with Limitations for Total Expenditures in the Five-Year Compliance Period (FY 2024-25 through 2028-29)				
			Development Expenses				
H&SC Section 34176.1 Compliance by Fiscal Year	**Admin/ Monitoring[1]**	**Rapid Rehousing**	**<30% AMI Rental Units**	**60-80% AMI**	**Above 80% AMI**	**Other**	**TOTAL**
FY 2024-25 Expenditures	$410,143	$0	$324,619	$180,344	$180,344	$216,413	**$901,720**
FY 2024-25 Limitations	$552,172	$500,000					
Compliant (Yes/No)	**YES**	**YES**					
TOTAL DEVELOPMENT EXPENDITURES	-	-	**$324,619**	**$180,344**	**$180,344**	**$216,413**	**$901,720**
Limitations	-	-	>50%	<20%	0%	N/A	-
Expenditure Proportionality as of End of FY 2024-25	-	-	36%	20%	20%	24%	-
Compliant as of End of FY 2024-25 (Yes/No)	**-**	**-**	**NO**	**YES**	**N/A**	**N/A**	**-**

[1] Annual administrative and monitoring expenditures are capped at $200,000 (adjusted annually commensurate with the change in the Consumer Price Index) or a percentage of the statutory value of the housing successor's real property and loans and grants receivable, whichever is greater; the percentage is 2% in Fiscal Years 2013-14 and 2014-15 and 5% thereafter. Thus, the cap can vary each year, as it has in the Housing Authority's case.

During the previous five-year compliance period FY 2019-20 through FY 2023-24, the Housing Authority did not achieve the requirement to dedicate 30% of all expenditures to extremely low-income households. The Housing Authority spent funds on various income levels, including very low- and low-income households. Under SB 341, this triggers the corrective rule requiring that at least 50% of all new Housing Asset Fund expenditures be directed to extremely low-income rental housing until the shortfall is resolved.

In FY 2024–25, the Authority spent approximately $901,720 on the Las Casitas leasehold acquisition. Based on the property's affordability mix, 36% of this expenditure, or $324,619, benefits extremely low-income households. While this is below the 50% corrective threshold for the year, it reduces the cumulative shortfall toward compliance.

The total expenditure amount required to satisfy the prior five-year extremely low income requirement is $1,592,086, which is 30% of all expenditures on housing development made during the second five-year compliance period. With this year's contribution, the remaining shortfall is reduced accordingly to approximately $1,267,467. The Housing Authority will continue to prioritize extremely low-income expenditures in future years until compliance is achieved and the 50% rule no longer applies.

Additionally, the Las Casitas property was constructed prior to the effective date of SB 341 and includes moderate-income households, which was permitted under the regulations in place at the time of development. The Housing Authority's purchase of the leasehold interest does not create new moderate-income units; the affordability mix was established before SB 341 requirements applied

STATUTORY VALUE OF REAL PROPERTIES AND LOAN RECEIVABLES

The Housing Authority must report on the statutory value of real property and loans and grants transferred from the former ICRA to the Housing Asset Fund, as well as real property purchased with Housing Asset Fund monies and loans and grants made by the housing successor. The total loan receivables amount of $11,043,433 is shown in Table 4 below.

Fiscal Year 2024-25 Real Properties and Receivables	**Table 4**
Irwindale Housing Authority	
Asset	Amount
Real Properties	
Subtotal	*$0*
Loan Receivables	
Housing Subsidy Loans	$10,601,061
Housing Rehabilitations Loans	$436,288
Property Tax Loans	$6,084
Subtotal	*$11,043,433*
Total	**$11,043,433**
Admin Allowance (5% of Total)	**$552,172**

MONEY TRANSFERS FOR JOINT PROJECTS

H&SC Section 34176.1(c)(2) allows two or more housing successors within a county, within a single metropolitan statistical area, within 15 miles of each other, or that are in contiguous jurisdictions to enter into an agreement to transfer funds among their respective Low and Moderate Income Housing Asset Funds.

The law requires housing successors to provide (a) a description of any transfers made to other housing successors for joint projects and (b) a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

On May 8, 2019, the Housing Authority Board approved Resolution No. HA 2019-02-075 authorizing the Housing Authority to transfer an amount not to exceed $550,000 from its Housing Asset Fund to the Housing Authority of the County of Los Angeles. In FY 2018-19, the Housing Authority transferred $539,000 to the Housing Authority of the County of Los Angeles for the development of 34 apartment units located at 4101-4117 Whittier Boulevard in unincorporated East Los Angeles County. The 34 units includes 33 permanent supportive housing units and one manager's unit. The target population to be served by this project is homeless veterans and homeless persons with mental illness. The transferred funds were used to assist only rental units that are affordable to households earning no more than 30% AMI. The Certificate of Occupancy was issued for the project in March 2023. The building achieved full occupancy in August 2023.

PROJECTS FUNDED THROUGH RECOGNIZED OBLIGATION PAYMENTS SCHEDULES

The law requires housing successors to provide a description of (a) any project for which the housing successor receives or holds property tax revenue received pursuant to ROPS and (b) the status of that project. In FY 2024-25, the Housing Authority did not receive any property tax revenue for projects pursuant to ROPS.

PROPERTY DISPOSITION COMPLIANCE

H&SC Section 34176.1(e) requires that all real properties acquired by the ICRA prior to February 1, 2012 and transferred to the Housing Authority be developed pursuant to the requirements detailed in H&SC Section 33334.16. Development for affordable housing purposes must be initiated for all properties that fall within these parameters by five years from the date that the DOF approved the Housing Asset Transfer Form, which was September 5, 2017 in the Housing Authority's case. If the Housing Authority is unable to develop these properties within the five-year period, the law does allow for a five-year extension via adoption of a resolution.

One property, consisting of three parcels located at 16203, 16223, and 16233 Arrow Highway, was purchased by the former ICRA in 2008 and transferred to the Housing Authority after redevelopment dissolution. As of September 5, 2017 (the Housing Authority's five-year property disposition deadline), the Housing Authority was under contract to sell the property, which constitutes initiation of development for affordable housing purposes. Nonetheless, out of an abundance of caution, the Housing Authority Board adopted a resolution in December 2017 that extended the deadline for five years to September 5, 2022. On April 3, 2020, the Housing Authority sold the property to Panattoni Development Company for $4,150,000. Upon the close of escrow, designated the sales proceeds for the development of affordable housing. Thus, the Housing Authority complied with H&SC Section 34176.1(e).

OUTSTANDING INCLUSIONARY AND REPLACEMENT HOUSING OBLIGATIONS

At the time of redevelopment dissolution, the former ICRA had an outstanding obligation of 7 units with 12 replacement bedrooms. The Housing Authority is required to fulfill this obligation. Pursuant to H&SC Section 33413(f), the Housing Authority may replace the removed or destroyed units with a fewer number of units if (1) the total number of bedrooms in the replacement units equal or exceed the number of bedrooms in the destroyed units and (2) the replacement units are affordable to the same income level as the destroyed units. As of the end of Fiscal Year 2017-18, the Housing Authority replaced all 12 bedrooms. These replacement units are affordable to the same income level as the destroyed units. Thus, the Housing Authority complied with H&SC Section 33413(f).

SENIOR HOUSING EXPENDITURE PROPORTIONALITY

This report must include an accounting of the percentage of deed-restricted rental housing units restricted to seniors and assisted by the housing successor, the former ICRA, and the City within the past 10 years, compared to the total number of deed-restricted rental housing units assisted by those three agencies within the past 10 years. If this percentage is greater than 50 percent, the Housing Authority is prohibited from the use of additional Housing Asset Funds to subsidize any senior rental units. The Housing Authority and the former ICRA has assisted 25 affordable rental housing units since June 30, 2013, 100% of which are restricted to seniors at the Las Casitas Senior Apartment Complex. However, the Housing Authority is obligated to continue subsidizing the rents at the units at the Las Casitas Senior Apartment Complex, pursuant to agreements that predate the January 1, 2014 effective date of SB 341. As such, the Housing Authority will continue to abide by these agreements by subsidizing the rents at the Las Casitas Senior Apartment Complex with Housing Asset Funds.

EXCESS SURPLUS

Excess surplus calculations were once performed by redevelopment agencies on an annual basis and were intended to ensure that funds are expended to benefit low-income households in an expeditious manner. The law reinstates this calculation for housing successors. Excess surplus is defined by H&SC Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years. If a housing successor fails to comply, it must transfer any excess surplus to HCD within 90 days of the end of the third fiscal year.

In FY 2023-24, the Housing Authority accumulated an excess surplus of $1,235,094. The Housing Authority spent $1,311,863 in FY 2024-25, eliminating completely the excess surplus as shown in Table 5 below.

Prior Year Excess Surplus Elimination		**Table 5**
Irwindale Housing Authority		
Remaining Excess Surplus from Fiscal Year 2023-24		
FY 2023-24	$	1,235,094
Total Excess Surplus Prior Year	**$**	**1,235,094**
Elimination of Prior Year Excess Surplus		
FY 2024-25 Expenditures	$	1,311,863
Remaining Prior Year Excess Surplus	**$**	**-**

Table 6 shows the Housing Authority's excess surplus calculation for FY 2024-25. Based on the calculation shown in Table 6, the unencumbered portion of the FY 2024-25 beginning balance is higher than the aggregate amount deposited into the account during the preceding four fiscal years (which exceeds one million dollars). The Housing Authority has an excess surplus for FY 2024-25 of $1,461,368. The Housing Authority will need to spend or encumber this amount within three fiscal years, or June 30, 2028, to eliminate the excess surplus or transfer remaiing excess surplus to HCD.

Fiscal Year 2024-25 Excess Surplus Calculation **Table 6**

Irwindale Housing Authority

Fiscal Year	**2020-21**	**2021-22**	**2022-23**	**2023-24**	**Calculation**
Deposits	$ 329,463	$ (11,782)	$ 170,180	$ 346,338	
FY 2024-25 Beginning Balance (cash only)					4,783,268
Less: Encumbered Funds					(2,321,900)
Unencumbered Amount					2,461,368
Step 1					
$1 Million, or					1,000,000
Last 4 Deposits					834,199
Result: Larger Number					1,000,000
Step 2					
Unencumbered Amount					2,461,368
Larger Number From Step 1					1,000,000
Fiscal Year 2024-25 Excess Surplus					**$ 1,461,368**

INVENTORY OF HOMEOWNERSHIP UNITS

Table 7 on the following shows an inventory of the 122 homeownership units assisted by the former ICRA or the Housing Authority that are subject to covenants, restrictions, or an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund pursuant to H&SC Section 33334.3(f).

No funds have been returned to the Housing Authority as part of an adopted program that protects the former ICRA's investment of moneys from the Low and Moderate Income Housing Fund. Note that the Housing Authority manages all units, rather than contracting with an outside entity.

Fiscal Year 2024-25 Inventory of Assisted Homeownership Units **Table 7**

Irwindale Housing Authority

No.	Address	Assisting Agency	Number of Units
1	16058 Central Street	Former ICRA	1
2	4820 Baca Avenue	Former ICRA	1
3	4819 Baca Avenue	Former ICRA	1
4	4823 Sabre Lane	Former ICRA	1
5	4642 Nora Avenue	Former ICRA	1
6	4821 Baca Avenue	Former ICRA	1
7	4842 Baca Avenue	Former ICRA	1
8	4851 Sabre Lane	Former ICRA	1
9	4817 Baca Avenue	Former ICRA	1
10	5139 Allen Drive	Former ICRA	1
11	5219 Allen Drive	Former ICRA	1
12	5151 Allen Drive	Former ICRA	1
13	5143 Allen Drive	Former ICRA	1
14	2417 Alice Rodriguez Circle	Former ICRA	1
15	2425 Alice Rodriguez Circle	Former ICRA	1
16	15854 Hidalgo Street	Former ICRA	1
17	4642 Fraijo Avenue	Former ICRA	1
18	2421 Alice Rodriguez Circle	Former ICRA	1
19	2469 Alice Rodriguez Circle	Former ICRA	1
20	2437 Alice Rodriguez Circle	Former ICRA	1
21	15850 Hidalgo Street	Former ICRA	1
22	726 Meridian Street	Former ICRA	1
23	2445 Alice Rodriguez Circle	Former ICRA	1
24	2473 Alice Rodriguez Circle	Former ICRA	1
25	2465 Alice Rodriguez Circle	Former ICRA	1
26	2477 Alice Rodriguez Circle	Former ICRA	1
27	2455 Alice Rodriguez Circle	Former ICRA	1
28	2409 Alice Rodriguez Circle	Former ICRA	1
29	2405 Alice Rodriguez Circle	Former ICRA	1
30	2413 Alice Rodriguez Circle	Former ICRA	1
31	2461 Alice Rodriguez Circle	Former ICRA	1
32	4638 Fraijo Avenue	Former ICRA	1
33	5135 Allen Drive	Former ICRA	1
34	2430 Alice Rodriguez Circle	Former ICRA	1
35	2474 Alice Rodriguez Circle	Former ICRA	1
36	2410 Alice Rodriguez Circle	Former ICRA	1
37	2402 Alice Rodriguez Circle	Former ICRA	1
38	2470 Alice Rodriguez Circle	Former ICRA	1
39	2442 Alice Rodriguez Circle	Former ICRA	1
40	4658 Fraijo Avenue	Former ICRA	1
41	2401 Alice Rodriguez Circle	Former ICRA	1
42	2434 Alice Rodriguez Circle	Former ICRA	1
43	2424 Park Rose Avenue	Former ICRA	1
44	15828 Juarez Street	Former ICRA	1
45	15830 Hidalgo Street	Former ICRA	1
46	2414 Park Rose Avenue	Former ICRA	1
47	2440 Ruelas Street	Former ICRA	1
48	4608 Nora Avenue	Former ICRA	1
49	15823 Juarez Street	Former ICRA	1
50	16133 Progress Lane	Former ICRA	1
51	2415 Ruelas Street	Former ICRA	1
52	16164 Calle de Paseo	Former ICRA	1
53	16134 Progress Lane	Former ICRA	1
54	16134 Central Street	Former ICRA	1
55	16135 Peppertree Lane	Former ICRA	1
56	16169 Progress Lane	Former ICRA	1
57	16148 Calle de Paseo	Former ICRA	1
58	16144 Calle de Paseo	Former ICRA	1
59	737 Shrode Avenue	Former ICRA	1
60	16024 Calle de Paseo	Former ICRA	1
61	4611 Nora Avenue	Former ICRA	1
62	4617 Nora Avenue	Former ICRA	1
63	5113 Allen Drive	Former ICRA	1
64	16081 Calle del Norte	Former ICRA	1
65	5105 Allen Drive	Former ICRA	1
66	4653 Nora Avenue	Former ICRA	1
67	16165 Progress Lane	Former ICRA	1
68	16145 Peppertree Lane	Former ICRA	1
69	16044 Calle de Paseo	Former ICRA	1
70	16050 Calle de Paseo	Former ICRA	1
71	4636 Fraijo Avenue	Former ICRA	1
72	16047 Peppertree Lane	Former ICRA	1
73	4611 Fraijo Avenue	Former ICRA	1
74	4647 Nora Avenue	Former ICRA	1
75	4612 Fraijo Avenue	Former ICRA	1
76	4825 Calle del Sur	Former ICRA	1
77	16160 Progress Lane	Former ICRA	1
78	16129 Progress Lane	Former ICRA	1
79	4870 Sabre Lane	Former ICRA	1
80	4622 Nora Avenue	Former ICRA	1
81	5247 Morada Street	Former ICRA	1
82	16071 Calle del Norte	Former ICRA	1
83	16027 Martinez Street	Former ICRA	1
84	4635 Fraijo Avenue	Former ICRA	1
85	16147 Progress Lane	Former ICRA	1
86	4841 Calle del Sur	Former ICRA	1
87	2446 Ruelas Street	Former ICRA	1
88	4655 Fraijo Avenue	Housing Authority	1
89	2449 Alice Rodriguez Circle	Housing Authority	1
90	16161 Peppertree Lane	Housing Authority	1
91	16046 Peppertree Lane	Housing Authority	1
92	16023 Calle Breceda	Housing Authority	1
93	5130 Irwindale Avenue	Housing Authority	1
94	16021 Calle Breceda	Housing Authority	1
95	16017 Calle Breceda	Housing Authority	1
96	16019 Calle Breceda	Housing Authority	1
97	15850 Juarez St	Housing Authority	1
98	15854 Juarez St	Housing Authority	1
99	16015 Calle Breceda	Housing Authority	1
100	4811 Baca Ave	Housing Authority	1
101	4815 Baca Ave	Housing Authority	1
102	4813 Baca Ave	Housing Authority	1
103	15812 Hidalgo St	Housing Authority	1
104	15821 Hidalgo St	Housing Authority	1
105	15810 Hidalgo St	Housing Authority	1
106	4610 Nora Avenue	Housing Authority	1
107	4612 Nora Avenue	Housing Authority	1
108	4614 Nora Avenue	Housing Authority	1
109	5138 Irwindale Avenue	Housing Authority	1
110	5134 Irwindale Avenue	Housing Authority	1
111	4824 Baca Avenue	Housing Authority	1
112	4828 Baca Avenue	Housing Authority	1
113	4833 Sabre Lane	Housing Authority	1
114	4841 Sabre Lane	Housing Authority	1
115	4605 Nora Avenue	Housing Authority	1
116	700 Ambriz Street	Housing Authority	1
117	701 Ambriz Street	Housing Authority	1
118	704 Ambriz Street	Housing Authority	1
119	705 Ambriz Street	Housing Authority	1
120	708 Ambriz Street	Housing Authority	1
121	709 Ambriz Street	Housing Authority	1
122	713 Ambriz Street	Housing Authority	1
TOTAL UNITS			**122**

APPENDIX: 2024-25 IRWINDALE HOUSING SUCCESSOR INDEPENDENT AUDITORS' REPORT & BASIC FINANCIAL STATEMENTS

IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

FOR THE YEAR ENDED JUNE 30, 2025

FINANCIAL STATEMENTS

Focused on YOU



WWW.LSLCPAS.COM

IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

Financial Statements

For the Year Ended June 30, 2025

IRWINDALE HOUSING SUCCESSOR
IRWINDALE, CALIFORNIA

Financial Statements

For the Year Ended June 30, 2025

Table of Contents

	Page Number
Independent Auditors' Report	1
Financial Statements	
Balance Sheet/ Statement of Net Position	4
Statements of Revenues, Expenditures and Changes in Fund Balance/ Statement of Activities	5
Notes to the Financial Statements	6
Required Supplementary Information	
Budgetary Comparison Schedule	11
Supplementary Information	
Computation of Low- and Moderate-Income Housing Fund Excess/Surplus	12
Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	13
Independent Auditors' Report on Compliance and on Internal Control over Compliance	15

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of the City of Irwindale Housing Successor (hereafter, the Housing Successor) a special revenue fund of the City of Irwindale, California (hereafter, the City) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the Housing Successor's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and the governmental fund information of the Housing Successor as of June 30, 2025, and the changes in financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Housing Successor are intended to present the financial position and the changes in financial position of only that portion of the governmental activities and the governmental fund information of the Housing Successor that is attributable to the transactions of the Housing Successor. They do not purport to, and do not, present fairly the financial position of the City of Irwindale, as of June 30, 2025, and the changes in its financial position, for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information as listed on the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Housing Successor's basic financial statements. The accompanying Computation of Excess/Surplus (supplementary information) are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2025, on our consideration of the City's internal control over the Housing Successor's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over the Housing Successor's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over the Housing Successor's financial reporting and compliance.

LSL, LLP

Irvine, California
November 20, 2025

IRWINDALE HOUSING SUCCESSOR
Balance Sheet / Statement of Net Position
June 30, 2025

	Housing Successor Fund	Reclassification and Eliminations	Statement of Net Position
Assets:			
Pooled cash and investments	$ 4,783,267	$ -	$ 4,783,267
Receivables:			
Notes and loans	11,043,433	-	11,043,433
Accrued interest	54,817	-	54,817
Deposits	15,000	-	15,000
Land held for resale	1,350,000	-	1,350,000
Capital assets, net of depreciation	-	901,720	901,720
Total Assets	**$ 17,246,517**	**$ 901,720**	**$ 18,148,237**
Liabilities, Deferred Inflows of Resources and Fund Balance/Net Position:			
Liabilities:			
Accounts payable	$ 42,486	-	42,486
Total Liabilities	**42,486**	**-**	**42,486**
Deferred Inflows of Resources:			
Unavailable revenue	11,043,433	(11,043,433)	-
Total Deferred Inflows of Resources:	**11,043,433**	**(11,043,433)**	**-**
Fund Balance/Net Position:			
Invested in capital assets	-	901,720	901,720
Restricted for housing activities	6,160,598	11,043,433	17,204,031
Total Fund Balance/Net Position	**6,160,598**	**$ 11,945,153**	**$ 18,105,751**
Total Liabilities, Deferred Inflows of Resources and Fund Balance/Net Position	**$ 17,246,517**		

IRWINDALE HOUSING SUCCESSOR
Statement of Revenues, Expenditures and
Changes in Fund Balance / Statement of Activities
For the Year Ended June 30, 2025

	Housing Successor Fund	Adjustments	Statement of Activities
Revenues:			
Use of money and property	$ 486,018	$ -	$ 486,018
Miscellaneous	3,859	-	3,859
Total Revenues	**489,877**	**-**	**489,877**
Expenditures:			
Current:			
Housing	410,143	1,496,051	1,906,194
Capital outlay	901,720	(901,720)	-
Total Expenditures	**1,311,863**	**594,331**	**1,906,194**
Net Change in Fund Balance/Net Position	(821,986)	(594,331)	(1,416,317)
Fund Balance/Net Position - Beginning	6,982,584	12,539,484	19,522,068
Fund Balance/Net Position - Ending	**$ 6,160,598**	**$ 11,945,153**	**$ 18,105,751**

I. SIGNIFICANT ACCOUNTING POLICIES

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Financial Reporting Entity

The Irwindale Housing Successor Fund (Housing Successor) was established on February 1, 2012, pursuant to the California Housing Authority Law codified under the State of California Health and Safety Code, Section 34200 et seq. The restricted resources and assets from the former Irwindale Community Redevelopment Agency's low- and moderate-income housing fund was transferred to the City's Low and Moderate Housing Asset Fund, a fund within the Irwindale's Housing Authority (Housing Authority). The City Council became the governing board commissioners of the Housing Authority. The Housing Successor is part of the Irwindale Housing Authority, which was established for the development of low- and moderate-income housing in the City. The Housing Authority was formed for the purposes of construction and management of quality affordable housing within the City.

The Housing Authority is controlled by the City of Irwindale (City) and, accordingly, the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency or nonprofit corporation which when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

The Housing Successor accounts for transactions related to affordable housing activities. Revenues include bond proceeds held by the Irwindale Successor Agency that will be transferred for use into this fund for affordable housing activities.

B. Basis of Presentation

The Housing Successor's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States of America.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Housing Successor. Eliminations have been made to minimize the double counting of internal activities. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

While separate government-wide and fund financial statements are presented, they are interrelated.

C. Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

D. Assets, Liabilities and Net Position or Equity

Cash and Investments

The Housing Successor’s cash, and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. For financial statement presentation purposes, cash and cash equivalents are shown as both unrestricted and restricted cash and investments.

Investments are reported at fair value, the value at which a financial instrument could be exchanged in a current transaction between willing parties, other than a forced liquidation sale. The City's policy is generally to hold investments until maturity or until market values equal or exceed cost. The State Treasurer's Investment Pool operates in accordance with appropriate state laws and regulations. The reported value of the pool is the same as the fair value of the pool shares.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Land Held for Resale

Land held for resale is carried at the lower of cost or estimated realizable value. Fund balances are nonspendable or restricted in amounts equal to the carrying value of the land held for resale because such assets are not available to finance the current operations.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The Housing Successor does not carry an item that qualifies for reporting in this category.

In addition to liabilities, the statement of net position or the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, unavailable revenue, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from various sources: taxes, long-term loans, and grant monies. These amounts are deferred and recognized as an inflow of resources in the period the amounts become available.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Equity

In the fund financial statements, government funds report the following fund balance classification:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws of regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest authority, the City Council. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution. The Housing Successor did not have any committed fund balance as of June 30, 2025.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assigned include amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed. The City Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in Resolution No. 2011-32 approved on June 21, 2011. The Housing Successor did not have any assigned fund balance as of June 30, 2025.

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes.

An individual governmental fund could include nonspendable resources and amounts that are restricted or unrestricted (committed, assigned, or unassigned) or any combination of those classifications. Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available and committed, assigned, then unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

NOTE 2: STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Violations of Legal or Contractual Provisions

For the year ended June 30, 2025, expenditures exceeded appropriations in the capital outlay function of the Housing Successor by $901,720.

NOTE 3: CASH AND CASH EQUIVALENTS

As of June 30, 2025, cash and investments were reported in the accompanying financial statements as follows:

Pooled cash and investments	$	235,372
Investments - LAIF		4,547,895
Total cash and cash equivalents	$	4,783,267

The Housing Successor's cash and cash equivalents is pooled with the City's cash and investments in order to generate optimum interest income. The pooled interest earned is allocated quarterly based on the month end cash balances. The City values its cash and investments in accordance with the provisions of Governmental Accounting Standards Board Statement No. 72 (GASB 72), *Fair Value Measurement and Application*, which requires governmental entities to use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value. Citywide information concerning cash and investments for the year ended June 30, 2025, including authorized investments, custodial credit risk, credit risk, interest rate risk, concentration of investments, and carrying amount and market value of deposits and investments is available in the annual financial report of the City.

NOTE 4: DEFERRED AND LOANS RECEIVABLE

The City's Former Irwindale Community Redevelopment Agency (Agency) made subsidy and rehabilitation loans that are to be forgiven when agreement covenants are met. As of June 30, 2025, the outstanding amounts for subsidy and rehabilitation loans are $10,601,062 and $436,288, respectively. Additionally, there is an outstanding amount of property tax loan receivable of $6,083. The loans receivables are reported as unavailable revenue at June 30, 2025.

NOTE 5: CAPITAL ASSETS

Capital assets and accumulated depreciation at June 30, 2025, are as follows:

	Balances June 30, 2024	Acquisitions	Dispositions	Balances June 30, 2025
Capital assets being depreciated				
Building and improvements	$ -	$ 901,720	$ -	$ 901,720
Total capital assets, being depreciated	-	901,720	-	901,720
Less: accumulated depreciation	-	-	-	-
Capital assets, net of accumulated depreciation	-	901,720	-	901,720
Total capital assets	$ -	$ 901,720	$ -	$ 901,720

IRWINDALE HOUSING SUCCESSOR
Budgetary Comparison Schedule
For the Year Ended June 30, 2025

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Revenues:				
Use of money and property	$ 25,000	$ 25,000	$ 486,018	$ 461,018
Miscellaneous	-	-	3,859	3,859
Total Revenues	**25,000**	**25,000**	**489,877**	**464,877**
Expenditures:				
Current:				
Housing	543,330	571,370	410,143	161,227
Capital outlay	-	-	901,720	(901,720)
Total Expenditures	**543,330**	**571,370**	**1,311,863**	**(740,493)**
Net Change in Fund Balance	$ (518,330)	$ (546,370)	(821,986)	$ (275,616)
Fund Balance - Beginning			6,982,584	
Fund Balance - Ending			**$ 6,160,598**	

IRWINDALE HOUSING SUCCESSOR
Computation of Low - and Moderate -Income
Housing Fund
Excess/Surplus
June 30, 2025

	Low and Moderate Housing Funds All Project Area July 1, 2024		Low and Moderate Housing Funds All Project Area July 1, 2025	
Opening Fund Balance		$ 6,982,584		$ 6,160,598
Less Unavailable Amounts:				
Land held for resale	$ -		$ (1,350,000)	
Encumbrances (Section 33334.12 (g)(2))	(2,321,900)		-	
		(2,321,900)		(1,350,000)
Available Low and Moderate Income Housing Funds		4,660,684		4,810,598
Limitation (greater of $1,000,000 or four years set-aside)				
Set-Aside for last four years:				
2024 - 2025			489,877	
2023 - 2024	307,497		307,497	
2022 - 2023	170,180		170,180	
2021 - 2022	(11,782)		(11,782)	
2020 - 2021	329,463		n/a	
Total	**$ 795,358**		**$ 955,772**	
Base Limitation	**$ 1,000,000**		**$ 1,000,000**	
Greater amount		1,000,000		1,000,000
Computed Excess/Surplus		**$ 3,660,684**		**$ 3,810,598**

Please note: In accordance with HSC34176.1(d) If a housing successor has an excess surplus, the housing successor shall encumber the excess surplus for the purposes described in paragraph (3) of subdivision (a) or transfer the funds pursuant to paragraph (2) of subdivision (c) within three fiscal years. If the housing successor fails to comply with this subdivision, the housing successor, within 90 days of the end of the third fiscal year, shall transfer any excess surplus to the Department of Housing and Community Development for expenditure pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program. For purposes of this subdivision, "excess surplus" shall mean an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Irwindale Housing Successor (hereafter, Housing Successor) of the City of Irwindale, California (hereafter, the City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 20, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over the Housing Successor's financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the requirements of California Health and Safety Code Applicable to California Housing Successor Agencies, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Successor's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Successor's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

LSL, LLP

Irvine, California
November 20, 2025

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
AND ON INTERNAL CONTROL OVER COMPLIANCE

To the Honorable Mayor and Members of the City Council
Irwindale Housing Successor
City of Irwindale, California

Report on Compliance

Opinion

We have audited the City of Irwindale Housing Successor, California (hereafter, the Housing Successor)'s compliance with the types of compliance requirements identified as subject to audit in the California Health and Safety Code sections applicable to the California Housing Successor Agencies (the HSC) that could have a direct and material effect on each of the City's Low-Moderate Income Housing Program (the Program) for the year ended June 30, 2025.

In our opinion, the Housing Successor complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the Program for the year ended June 30, 2025.

Basis for Opinion

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the HSC. Our responsibilities under those standards and the HSC are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Housing Successor and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the Program. Our audit does not provide a legal determination of the Housing Successor's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Program.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Housing Successor's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the HSC will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Housing Successor's compliance with the requirements of the Program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the HSC, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Housing Successor's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Housing Successor's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the HSC, but not for the purpose of expressing an opinion on the effectiveness of the Housing Successor's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the Program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the Program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the Program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the HSC. Accordingly, this report is not suitable for any other purpose.

LSL, LLP

Irvine, California
November 20, 2025

IRWINDALE CITY COUNCIL CHAMBERS **JUNE 11, 2025**
5050 N. IRWINDALE AVENUE **WEDNESDAY**
IRWINDALE, CALIFORNIA 91706 **9:03 P.M.**

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

ROLL CALL: Present: Board Members Mark A. Breceda, Manuel R. Garcia; Vice Chair H. Manuel Ortiz; Chair Larry G. Burrola

Absent: Board Member Albert F. Ambriz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Theresa Olivares, Assistant Executive Director; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION — A motion was made by Board Member Breceda, seconded by Vice Chair Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Board Member Ambriz absent.

ITEM NO. 40A
MINUTES OF THE REGULAR MEETING HELD MARCH 12, 2025

MINUTES OF THE REGULAR MEETING HELD MARCH 12, 2025

The minutes of the regular meeting held March 12, 2025,

ITEM NO. 40B
2025 2ND QUARTER MINING REPORT OF NINE (9) SMARA PITS

2025 2ND QUARTER MINING REPORT OF NINE (9) SMARA PITS

The report was received and filed.

ITEM NO. 40C
INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2025

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER ENDING MARCH 31, 2025

The Investment Quarterly Report for Fiscal Quarter ending March 31, 2025, was received and filed.

ITEM NO. 40D
INVESTMENT POLICY REVIEW AND DELEGATION OF THE INVESTMENT AUTHORITY

INVESTMENT POLICY REVIEW AND DELEGATION OF THE INVESTMENT AUTHORITY (Joint Item with City Council, Successor Agency, and Housing Authority)

RESOLUTION NO. RA 2025-05-044 ADOPTED

Joint Resolution No. RA 2025-05-044, entitled:

"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, SUCCESSOR AGENCY BOARD, HOUSING AUTHORITY BOARD, AND RECLAMATION AUTHORITY BOARD REPEALING AND REPLACING RESOLUTIONS NOS. 2024-35-3512, SA 2024-36-3513, HA 2024-05-143, AND RA 2024-03-042 IN THEIR ENTIRETY, AND ADOPTING A CITY OF IRWINDALE INVESTMENT POLICY, AND DELEGATING AUTHORITY TO THE CITY TREASURER TO INVEST THE SURPLUS FUNDS OF THE CITY OF IRWINDALE, IRWINDALE SUCCESSOR AGENCY, IRWINDALE HOUSING AUTHORITY, AND IRWINDALE RECLAMATION AUTHORITY," was adopted.

END OF CONSENT CALENDAR

SPONTANEOUS COMMUNICATIONS

There were no speakers.

PUBLIC HEARINGS

ITEM NO. 43A
ADOPTION OF THE FY 25/26 BUDGET AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FY 25/26

ADOPTION OF THE FISCAL YEAR 2025-2026 BUDGET AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2025-2026

See the City Council minutes of June 11, 2025, for discussion.

RESOLUTION NO. RA 2025-06-045 ADOPTED

Resolution No. RA 2025-06-045, entitled:

"A RESOLUTION OF THE BOARD OF THE IRWINDALE RECLAMATION AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2025-2026," was adopted on the motion of Board Member Breceda, seconded by Chair Burrola, and unanimously approved; Board Member Ambriz absent.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:05 p.m.

_____
Laura M. Nieto, MMC
Chief Assistant Authority Secretary

Item #29.B.

City of IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Chair and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: Investment Quarterly Report for Fiscal Quarter Ending September 30, 2025

City Manager's Recommendation:

That the City Council, Successor Agency Board, and Housing Authority Board receive and file the Investment Quarterly Report for the fiscal quarter ending September 30, 2025.

Administrative Action:

Submitted / Prepared by:

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, City Manager / Executive Director

Background and Analysis:

California Government Code Section 53646 requires that the City Treasurer submit a quarterly report of investments (Investment Report) to the City Council/Board Members for review and compliance with the City's adopted investment policy (the City's Investment Policy).

The attached Investment Report summarizes the cash balances and investments as of September 30, 2025, for each agency. The City of Irwindale's balances include investments of all funds of the City and its agencies, which are pooled to maximize the interest yield. The cash balances in the general and money market accounts also include all funds of the City and its agencies, which also earn interest on the pooled cash balances.

All investments comply with the City's Investment Policy. As previously noted, all funds held by the City, Successor Agency, Housing Authority, and Reclamation Authority are pooled to maximize interest yields. The Reclamation Authority Board is not scheduled to meet again until December 10, 2025.

Therefore, this same Investment Report will be included in the Reclamation Authority's Agenda for that meeting for review by the Reclamation Authority Board as well.

Fiscal Impact:

There is no fiscal impact of receiving and filing this report.

Attachments:

1. City of Irwindale Investment Report - September 30, 2025

CITY OF IRWINDALE
INVESTMENT REPORT
September 30, 2025

SECURITY DESCRIPTION	PAR VALUE / ORIGINAL COST	CURRENT YIELD TO MATURITY	PURCHASE DATE	MATURITY DATE	MKT VALUE / ENDING BALANCE	INVESTMENT RATINGS
CITY OF IRWINDALE (POOLED - ALL FUNDS, INCLUDING RECLAMATION AUTHORITY)						
WELLS FARGO BANK GENERAL ACCOUNTS	$ 5,462,819	1.65%			$ 5,462,819	
WELLS FARGO BANK MONEY MARKET ACCOUNT	$ 2,482,170	3.99%			$ 2,482,170	
LOCAL AGENCY INVESTMENT FUND (LAIF)	$ 18,859,788	4.19%			$ 18,896,160	
US GOVERNMENT AGENCIES						
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	$ 3,000,000	0.90%	06/15/21	06/15/26	$ 2,941,477	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/26/26	4,909,436	Aaa / AA+
FEDERAL HOME LN BKS CONS BD (FHLB)	5,000,000	1.00%	06/30/21	06/30/26	4,898,924	Aaa / AA+
FEDERAL FARM CR BKS CONS SYSTEMWIDE (FFCB)	5,000,000	0.87%	07/28/21	07/28/26	4,887,556	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	5,000,000	1.13%	07/29/21	07/29/26	4,894,946	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	1,000,000	1.87%	08/29/22	02/22/27	975,273	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.25%	10/24/24	10/22/29	2,005,071	Aaa / AA+
FEDERAL HOME LOAN BANK (FHLB)	4,000,000	4.60%	01/29/25	01/24/30	4,015,142	Aaa / AA+
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA)	2,000,000	4.65%	01/29/25	01/28/30	2,014,175	Aaa / AA+
Sub-Total US Government Agencies:	$ 32,000,000				$ 31,541,999	
MUNICIPAL BONDS						
CALIFORNIA STATE TAXABLE	$ 1,000,000	4.30%	01/09/23	10/01/26	$ 1,017,599	Aa2 / AA-
BEVERLY HILLS PUBLIC FINANCING	1,000,000	4.01%	10/24/24	06/01/26	982,086	Aaa / AAA
SAN DIEGO CALIFORNIA TAXABLE BONDS	2,000,000	4.08%	07/10/25	07/01/26	2,005,589	Aa2 / AAA
COAST COMMUNITY COLLEGE DISTRICT CALIFORNIA	1,000,000	4.22%	02/09/23	08/01/26	988,668	Aa1 / AA+
UNIVERSITY OF CALIFORNIA	1,000,000	3.90%	05/17/23	05/15/27	961,783	Aa2 / AA
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,320,000	4.79%	01/11/24	06/01/27	1,315,665	A / A2
SAN DIEGO CALIFORNIA TAXABLE BONDS	2,000,000	3.94%	07/10/25	07/01/27	2,007,132	Aa2 / AAA
WEST CONTRA COSTA CALIFORNIA SCHOOL DISTRICT	1,000,000	4.10%	01/18/24	08/01/27	957,908	Aa2 / AA
SANTA MONICA-MALIBU, CA UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/27	949,186	Aa1 / AA+
CITY OF LOS ANGELES	2,000,000	4.50%	07/09/24	09/01/27	2,083,888	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.74%	04/19/24	02/01/28	954,737	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.00%	04/26/23	04/01/28	995,800	Aa2 / AA-
CALIFORNIA STATE TAXABLE	1,000,000	4.48%	07/13/23	04/01/28	995,800	Aa2 / AA-
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY	1,500,000	4.60%	12/01/23	06/01/28	1,541,509	Aa3 / AA-
SAN DIEGO CALIFORNIA TAXABLE BONDS	1,000,000	4.78%	01/11/24	06/01/28	995,565	A / A2
LOS ANGELES UNIFIED SCHOOL DISTRICT	1,000,000	4.42%	07/10/25	07/01/28	1,015,579	Aa2 / AAA
ALAMEDA COUNTY CALIFORNIA TAXABLE BONDS	1,000,000	4.05%	01/18/24	08/01/28	994,656	Aaa / AAA
SAN JOSE REDEVELOPMENT AGENCY TAXABLE	1,390,000	4.38%	02/12/24	08/01/28	1,356,733	AA/AA+
SAN BERNARDINOCOMMUNITY COLLEGE DISTRICT	1,000,000	3.93%	10/10/24	08/01/28	947,819	Aa1 / AA
CITY OF LOS ANGELES	2,190,000	4.85%	09/28/23	09/01/28	2,051,846	Aa2 / AA
CALIFORNIA STATE UNIVERSITY	2,000,000	4.45%	12/08/23	11/01/28	1,863,310	Aa2 / AA
CALIFORNIA STATE TAXABLE	1,000,000	4.73%	04/19/24	04/01/29	977,448	Aa2 / AA-
UNIVERSITY OF CALIFORNIA	1,000,000	4.40%	07/01/24	07/01/29	985,833	Aa2 / AA
REDONDO BEACH UNIFIED SCHOOL DISTRICT	1,000,000	3.94%	10/10/24	08/01/29	914,035	Aa2
SAN RAMON UNIFIED SCHOOL DISTRICT	2,000,000	4.43%	01/07/25	08/01/29	1,860,756	Aa1 / AA+
VACAVILLE UNIFIED SCHOOL DISTRICT	1,000,000	4.20%	03/12/25	08/01/29	923,204	Aa2
HEMET CALIFORNIA UNIFIED SCHOOL DISTRICT	1,000,000	4.00%	05/05/25	08/01/29	925,022	AA
CITY OF LOS ANGELES	1,000,000	3.70%	09/03/24	09/01/29	1,077,624	Aa2 / AAA
CALIFORNIA STATE TAXABLE	1,000,000	3.75%	09/03/24	09/01/29	1,049,062	Aa2 / AA-
Sub-Total Municipal Bonds:	$ 36,500,000				$ 35,695,843	
CORPORATE BONDS						
TOYOTA MOTOR CREDIT CORPORATION	$ 1,000,000	5.00%	11/10/22	10/16/25	$ 998,580	A1 / A+
APPLE, INC.	1,500,000	4.25%	02/02/24	02/08/26	1,482,764	Aaa / AA+
MICROSOFT CORPORATION	1,000,000	4.30%	02/06/24	09/15/26	996,788	Aaa / AAA
AMERICAN HONDA FINANCE	1,000,000	5.29%	10/24/24	10/05/26	1,002,010	Aa2 / AA
BANK OF AMERICA CORPORATION	2,000,000	5.08%	12/19/23	01/20/27	2,003,730	A1 / A-
APPLE, INC.	1,500,000	4.10%	02/02/24	02/09/27	1,491,789	Aaa / AA+
INTEL CORPORATION	1,000,000	4.40%	02/06/24	05/11/27	984,029	A2 / A
WELLS FARGO & COMPANY	2,000,000	6.25%	10/21/22	10/21/27	2,001,528	A1 / BBB+
WALMART, INC	1,000,000	4.25%	02/12/24	04/15/28	1,003,776	Aa2 / AA
3M COMPANY	1,000,000	4.80%	02/12/24	09/14/28	988,798	A1 / BBB+
WELLS FARGO & COMPANY	2,000,000	5.00%	12/02/24	12/02/29	2,004,754	A1 / BBB+
WELLS FARGO & COMPANY	1,500,000	4.45%	07/31/25	07/31/30	1,513,526	Aa2/A+/AA-
Sub-Total Corporate Bonds:	$ 16,500,000				$ 16,472,072	
CERTIFICATES OF DEPOSIT						
BANK OF AMERICA, N.A.	$ 245,000	5.30 %	11/22/23	11/24/25	$ 245,409	FDIC Insured
SAUK VALLEY BANK & TRUST	245,000	5.00 %	11/22/23	11/24/25	245,344	FDIC Insured
HENDERSON STATE BANK	245,000	5.00 %	11/28/23	11/28/25	245,353	FDIC Insured
TRADITIONAL CAPITAL BANK	245,000	3.30 %	09/14/22	03/13/26	244,278	FDIC Insured
ALLY BANK	245,000	3.35 %	09/01/22	09/01/26	243,993	FDIC Insured
DR BANK	245,000	3.60 %	09/09/22	09/09/26	244,567	FDIC Insured
COMMUNITY BANK OF THE BAY	245,000	3.50 %	08/31/22	08/31/27	244,272	FDIC Insured
CAPITAL ONE BANK USA	245,000	3.45 %	08/31/22	08/31/27	244,023	FDIC Insured
CAPITAL ONE NATIONAL ASSN VA	245,000	3.45 %	08/31/22	08/31/27	244,023	FDIC Insured
SYNCHRONY BANK	245,000	3.45 %	09/02/22	09/02/27	244,024	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	244,027	FDIC Insured
MORGAN STANLEY BANK	245,000	3.45 %	09/09/22	09/09/27	244,027	FDIC Insured
PONCE BANK	245,000	3.35 %	09/14/22	09/14/27	243,588	FDIC Insured
FIRST NATIONAL BANK	245,000	3.45 %	09/19/22	09/20/27	244,074	FDIC Insured
FIRST WESTERN TRUST BANK	245,000	4.55 %	01/09/23	01/09/28	245,220	FDIC Insured
DISCOVER BANK	245,000	4.55 %	07/19/23	07/17/28	255,043	FDIC Insured
PARK STATE BANK	245,000	4.45 %	07/19/23	07/19/28	254,380	FDIC Insured
COMENITY CAPITAL BANK	245,000	4.45 %	07/26/23	07/26/28	250,248	FDIC Insured
BMW BANK NORTH AMERICA	245,000	4.90 %	11/17/23	11/17/28	253,748	FDIC Insured
TRUSTAR BANK	245,000	4.75 %	11/22/23	11/22/28	252,885	FDIC Insured
STATE BANK INDIA	245,000	5.00 %	11/24/23	11/24/28	256,761	FDIC Insured
Sub-Total Certificates of Deposit:	$ 5,145,000				$ 5,189,287	
SUPRANATIONALS						
INTERNATIONAL FINANCE CORPORATION	1,000,000	4.38%	04/05/24	03/27/29	$ 1,022,114	Aaa / AAA
Sub-Total Supranationals:	$ 1,000,000				$ 1,022,114	
Total City of Irwindale Investments (Pooled Funds):	**$117,949,757**				**$ 116,762,464**	
HOUSING AUTHORITY (Funds 11 & 12)						
WELLS FARGO BANK GENERAL ACCOUNTS	$ 517,932	1.65%			$ 517,932	
LOCAL AGENCY INVESTMENT FUND (LAIF)	4,012,220	4.19%			4,019,962	
	$ 4,530,152				$ 4,537,894	
SUCCESSOR AGENCY (Funds 50-66)						
WELLS FARGO BANK GENERAL ACCOUNTS	$ 834,144	1.65%			$ 834,144	
LOCAL AGENCY INVESTMENT FUND (LAIF)	1,628,122	4.19%			1,631,263	
	$ 2,462,266				$ 2,465,408	
GRAND TOTAL OF INVESTMENTS	**$124,942,175**				**$ 123,765,766**	

This investment portfolio is in conformity with the City of Irwindale's Investment Policy which was approved by City Council on June 11, 2025.
The City Treasurer's cash management program and cash flow analysis indicates that sufficient liquidity is on hand to meet estimated future expenditures for a period of six months. The weighted average of maturity of the City's pooled investment portfolio is 1.54 years, and the weighted average yield of the City's pooled investments at cost is 3.58%. Market prices of securities are obtained directly through Bank Statements. Due to timing, Wells Fargo Bank General Account balances are combined and pre-reconciled and its yield rate is based on a negotiated earnings credit.

Approved by K.Borhani

Kambiz Borhani, Finance Director / City Treasurer

Item #29.C.

City of
IRWINDALE
AGENDA REPORT

Date: December 10, 2025

To: Honorable Mayor and Members of the Reclamation Authority Board

From: Julian A. Miranda, Executive Director

Issue: 2025 4th Quarter Mining Report of Nine (9) SMARA Pits

City Manager's Recommendation:

Receive and file this report.

Administrative Action:

Submitted by:

Eddie Chan, Director of Engineering/Building Official

Prepared by:

Francisco Carrillo, Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

Julian A. Miranda, Executive Director

Background and Analysis:

The table below summarizes the 2025 fourth quarter estimated mining production of five (5) pits governed by the Surface Mining and Reclamation Act of 1975 (SMARA Pits) currently conducting mining activity in the City.

Mine Site	Estimated Production September 2025 through November 2025 (Tons)	Estimated Remaining Reserve (Tons)
Lehigh Hanson Pit	332,546	47,390,730
Peck Road Gravel Pit	No Production	93,000
Vulcan Reliance I	No Production	21,111,988
Vulcan Durbin	510,000	24,628,328
Olive Pit	342,365	23,695,306

A total of approximately *1,184,911 tons* of material were produced during the reporting period, September 2025 through November 2025, from the five (5) SMARA Pits listed above. This is approximately *195,902 tons less* than reported in the previous quarter.

*Note that Peck Road Gravel Pit is in the process of extending its mining permit since it has reached the expiration date.

Below is a summary of the fourth quarter and current activity of the remaining four (4) SMARA P in the City.

Mine Site	Status	Activity
United Pit No. 2	Under Reclamation	Fill Operations for Mine Reclamation
United Pit No. 3	Under Reclamation	Fill and Operations Plan (FOP) Westerly Slope Remediation
United Pit No. 4	Active	Processing Plant
Azusa Western Pit	Idle (IMP)	Inactive

During the 2025 fourth quarter reporting period, reclamation activity was reported from four (4) SMARA Pits. Following is a summary of the reclamation activity at these four SMARA Pits:

Mine Site	Estimated Fill Placed September 2025 through November 2025 (C.Y.)
Lehigh Hanson Pit	No fill placed this quarter
United Pit No. 2	88,754

United Pit No. 3	48,347
Vulcan Durbin Pit	120,000

As to the status of the city-owned Olive Pit, CA Mine ID # 91-19-0052:

The City has secured the two easements necessary for the installation of the traffic signal at the intersection of Los Angeles Street and Azusa Canyon Road, as required for the Olive Pit project—one on the easterly property of the intersection and the second on the southeast corner within the City of West Covina's jurisdiction. While these easements are being recorded, staff is arranging a meeting with United Rock Products, Inc. to discuss the construction details of the traffic signal. Staff will provide a construction schedule update at the next Mining Quarterly Update.

Fiscal Impact:

None

Attachments:

None